



State of Connecticut
DIVISION OF CRIMINAL JUSTICE

OFFICE OF
THE CHIEF STATE'S ATTORNEY

KEVIN T. KANE
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PHONE (860) 258-5800 FAX (860) 258-5858

July 17, 2017

VIA HAND-DELIVERY

Frederick Jortner
House Clerk
Connecticut General Assembly
Suite 109, State Capitol
Hartford, CT 06106-1591

Re: Submission of Collective Bargaining Agreements between Division of Criminal Justice and Police Inspectors Council, CSEA, Local 2001

Dear Mr. Jortner:

In accordance with the Joint Rules of the General Assembly for the 2017 session, the Division of Criminal Justice submits six copies of a Collective Bargaining Agreement between the Division and the Police Inspectors Council, CSEA, Local 2001. This Agreement sets forth the terms and conditions of employment for employees in the police inspectors' bargaining unit for the period July 1, 2016 through June 30, 2021.

This Agreement has been reviewed and approved by the Governor's designee for collective bargaining, the State Office of Policy and Management ("OPM"). OPM has prepared a cost estimate for implementing this agreement, which is enclosed. A list of the sections of the General Statutes and State Agency Regulations superseded by the contract is included in Appendix A of the document. There are three additions to the Supersedence Appendix from the prior agreement; they are numbered Items 8, 9 and 10 in that Appendix.

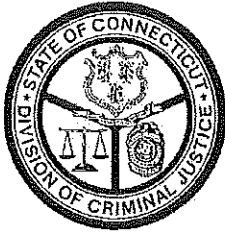
If there are any questions concerning this agreement, please feel free to contact John Russotto, Deputy Chief State's Attorney for Personnel, Finance and Administration at 860-258-5969

Sincerely,

KEVIN T. KANE
CHIEF STATE'S ATTORNEY

Enclosures

cc: John J. Russotto, Deputy Chief State's Attorney for Personnel, Finance and Administration
Lisa Grasso Egan, Office of Labor Relations, Office of Policy and Management
Lisa Banatoski Mehta, Attorney, Shipman & Goodwin, LLP
John H. Bannan, President, Police Inspectors Council, CSEA, Local 2001
Daniel E. Livingston, Attorney, Police Inspectors Council, CSEA, Local 2001



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July 17, 2017

VIA HAND-DELIVERY

Linda Buchanan
Journal Clerk of the Senate
Connecticut General Assembly
210 Capitol Avenue, Room 305
Hartford, CT 06106-1591

Re: Submission of Collective Bargaining Agreements between Division of Criminal Justice and Police Inspectors Council, CSEA, Local 2001

Dear Ms. Buchanan:

In accordance with the Joint Rules of the General Assembly for the 2017 session, the Division of Criminal Justice submits six copies of a Collective Bargaining Agreement between the Division and the Police Inspectors Council, CSEA, Local 2001. This Agreement sets forth the terms and conditions of employment for employees in the police inspectors' bargaining unit for the period July 1, 2016 through June 30, 2021.

This Agreement has been reviewed and approved by the Governor's designee for collective bargaining, the State Office of Policy and Management ("OPM"). OPM has prepared a cost estimate for implementing this agreement, which is enclosed. A list of the sections of the General Statutes and State Agency Regulations superseded by the contract is included in Appendix A of the document. There are three additions to the Supersedence Appendix from the prior agreement; they are numbered Items 8, 9 and 10 in that Appendix.

If there are any questions concerning this agreement, please feel free to contact John Russotto, Deputy Chief State's Attorney for Personnel, Finance and Administration at 860-258-5969

Sincerely,



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John H. Bannan, President, Police Inspectors Council, CSEA, Local 2001
Daniel E. Livingston, Attorney, Police Inspectors Council, CSEA, Local 2001

TENTATIVE AGREEMENT

This Agreement is made by and between the State of Connecticut Division of Criminal Justice (the "Division") and Police Inspectors Council, CSEA, Local 2001 (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.

Section 1. The parties agree that neither party shall discriminate against any employee on the basis of race, color, creed, religion, sex, sexual orientation, gender identity or expression, age, national origin, ancestry, marital or civil union status, mental retardation, physical disability including, but not limited to, blindness, learning disability, intellectual disability, present or past history of mental disability, genetic information, military service, veteran status or lawful political activity.

- Article 8, Section 1.

Section 1. Within ninety (90) days of the execution of this Agreement, the Union will furnish the Employer with a complete list of stewards officers designated to represent any segment or segments of the employees covered by this Agreement, specifying the jurisdiction and location of each steward officers or group of stewards officers, provided that the jurisdiction of each steward officer shall be limited to such geographical boundaries as are mutually agreed. The Union shall send this list to the Division's Director of Human Resources at least annually on or about July 1 of each calendar year, and, in addition, shall notify the Employer whenever there is a change in Union representatives officers or assignments.

- Article 8, Section 7(a).

Section 7.

(a) Delegates to the annual CSEA convention not to exceed two (2) for the Inspectors Bargaining Unit - shall be granted, subject to operating needs and prior notification to the Chief State's Attorney, leave without loss of pay or benefits for two (2) days, to attend said convention. Delegates scheduled to work on a Saturday shall also be excused to attend the third day of said convention. Two (2) alternate delegates for the Inspectors bargaining unit shall be granted approval by the Chief State's Attorney to attend the CSEA, without loss of pay or benefits for two (2) days, with prior notification and unless not feasible due to operational need.

- Article 9, Section 2.

Section 2. Format. Grievances shall be filed on the form attached to this Agreement as Appendix C. ~~mutually agreed forms which specify: (a) the facts, (b) the issue, (c) the date of the violation alleged, (d) the specific controlling contract provisions, and (e) the remedy or relief sought.~~

~~In the event a form is unclear or incomplete and not in compliance with this Section, the Employer shall make his best efforts to handle the grievance as he understands it.~~

Any grievance may be amended up to and including Step II of the grievance procedure so long as the factual basis of the complaint is not materially altered.

The form attached to this Agreement shall be made a part of the contract as Appendix C.

- Article 9, Section 11 (paragraphs (b), (f) and (g)).

(b) **Selection.** The parties shall continue to utilize a panel of three (3) mutually agreed upon arbitrators. Unless the parties agree to the contrary for a particular case, the following procedures will apply:

(i) The arbitrator shall be selected by rotation in alphabetical order from the panel of arbitrators. For the duration of the 2011-2016 Agreement, the panel shall consist of the following arbitrators, who are listed in alphabetical order:

Marcia Greenbaum Richard Boulanger

Jeffrey Selchick

(A third arbitrator may be designated by mutual agreement.)

Modifications to the panel may be made at any time by mutual agreement of the Division and the Union.

(ii) If the arbitrator is not available to schedule a hearing within sixty (60) days of the receipt of the submission, the next arbitrator in rotation who is available shall be selected unless the parties agree to waive the sixty-day time limit.

(f) The arbitrator shall render his decision in writing no later than ~~thirty (30)~~ sixty (60) calendar days after the conclusion of the hearing or receipt of briefs, whichever is later, unless the parties agree otherwise.

(g) The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes Sec. 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 arbitral 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 10, Section 1.

Section 1.

(a) The probationary period shall be deemed an extension of the hiring process. Accordingly, permanent status in a duly authorized full-time position will be attained by the employee after the conclusion of a satisfactory probationary period of six (6) months continuous employment in a bargaining unit position unless, prior to the conclusion of such period, a management designee reports, in writing, to the Chief State's Attorney that the employee is unable or unwilling to perform his duties so as to merit continuance in such position and is, consequently, to be terminated as of a specific date not later than the termination date of the applicable probationary period.

The intent of this provision is to provide a six-month "working" probationary period and therefore leaves of absence, time lost because of workers' compensation and other unpaid leave of absences do not count towards the six-month period.

Upon receipt of such written notification at any time within the six (6) month

period, the Chief State's Attorney shall remove the employee's name from the payroll effective on the date specified in the written notification, unless the employee is appointed to another position in the Division of Criminal Justice for which he/she may be better suited.

(b) An employee will be reviewed at least at the three-month service mark and also prior to the conclusion of the six-month probationary period. The employee shall be rated on the criteria, inter alia, of the quality of work, the quantity of work, dependability, conduct, attendance, physical and mental capacity to perform the work assigned, judgment, ability to deal with people, and, if applicable, supervisory ability.

(c) Upon the request of a probationary employee's supervisor, the Chief State's Attorney may extend the employee's probationary period for up to ninety (90) days.

- Article 10, Section 3

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 7, 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 pursuant to Labor Management Committee discussions. A service rating will be conducted by the employee's immediate supervisor. When an employee is rated "unsatisfactory" or as otherwise agreed to by the parties in Labor Management Committee discussions, the rating supervisor shall state reasons and, if practicable, suggestions for improvement. All service ratings of "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.

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

As mentioned above, as soon as practicable following the execution of the 2016-2021 collective bargaining agreement, the parties have agreed to meet as a Labor Management Committee to develop a mutually agreed evaluation form for inspectors, senior inspectors and supervisory inspectors and the implementation of an interactive evaluation process, including a requirement for a performance improvement plan for anyone who receives a rating of an "overall unsatisfactory." The agreed upon process and form shall be implemented in April, 2018.

• Article 16, Compensation.

Section 1. Base Salary Increases.

(a) There shall be no increase in base annual salaries for the first two three years of this Agreement (FY 16-17, 17-18, and 18-19) (2011-2013). During the 2018-2019 contract year, all employees shall receive a lump sum pensionable bonus payment of two thousand dollars \$2,000 in July, 2018.

~~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) Effective the pay period including July 1, 2013 2019, the base annual salary for all employees shall be increased by three and one-half percent (3.5%).

~~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.~~

(c) Effective the pay period including July 1, 2014 2020, the base annual salary for all employees shall be increased by three and one-half percent (3.5%).

~~(d) Effective the pay period including July 1, 2015, the base annual salary for all employees shall be increased by three percent (3%).~~

Section 2. Salary Allocation. The classification of DCJ Inspector shall be allocated to Salary Groups 27 and 29. The structure of the DCJ Inspector position will be 27-1 through 27-7 and 29-6 through 29-10. The classification of Supervisory Inspector shall be allocated to Salary Group 31. The classification of Supervisory Inspector shall be allocated to Salary Group 31 with ten steps 31-1 through 31-10.

Section 3. Salary Structure.

- (a) Inspectors shall be advanced along the pay grades and structure on his/her anniversary date for receipt of an annual increment in those years for which annual increments are provided by Section 4 of this Article. The condition precedent to advancement shall be satisfaction of the requirements for the receipt of an annual increment, in accordance with the provisions of Article 11.
- (b) Pursuant to his/her statutory authority and subject to his/her discretion, the Chief State's Attorney may, where operating needs require, promote qualified Inspectors to Supervisory Inspector positions. Inspectors so promoted shall be upgraded in ~~the traditional mode~~ accordance with existing practice as follows. Upon promotion, the employee shall be placed on the salary schedule in the new salary group at a step equal to or greater than the sum of the employee's current salary plus the annual increment for the new salary grouping. This shall not affect the promotional employee's entitlement to an annual increment on the next annual increment date.

In accordance with the provisions of Article 10, the promotional working test period for the Supervisory Inspector classification shall be three (3) months. Permanent employees in said classification may be demoted by the Chief State's Attorney upon written notice stating the reasons therefor. Such demotion shall be grievable and arbitrable. Notwithstanding the provisions of Article 13, in any arbitration concerning a demotion, the arbitrator shall not substitute his/her judgment for that of the Chief State's Attorney unless it can be shown that the decision to demote was arbitrary and capricious.

The Chief State's Attorney may, where operating needs require, designate qualified Inspectors to perform temporary service in the Supervisory Inspector classification. An Inspector who is assigned to perform such temporary service shall, commencing with the thirty-first (31st) consecutive work day, be paid for such actual work retroactive to the first day of such work at the rate of the Supervisory Inspector classification as if promoted thereto. This provision shall have no adverse impact on permanent appointments to the Supervisory Inspector classification, as established herein. No person may serve in such temporary capacity for more than ninety (90) calendar days, except that two (2) additional ninety (90) calendar day periods may be served with the written consent of the Union which shall not be unreasonably denied.

Section 4. Annual Increments.

- (a) There shall be no annual increments during the first ~~two~~ three years of this Agreement (FY 16-17, 17-18, and 18-19) ~~(2011-2013)~~.
- (b) Employees will be eligible for and receive annual increments during the 2019-2020 ~~2013-2014~~ contract year in accordance with existing practice.

- (c) Employees will be eligible for and receive annual increments during the 2020-2021 2014-2015 contract year in accordance with existing practice.
- ~~(d) Employees will be eligible for and receive annual increments during the 2015-2016 contract year in accordance with existing practice.~~

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 determined in accordance with the practice in effect prior to this 2011-2016 2016-2021 Agreement. However, the April, 2018 longevity payment will be delayed and made in July, 2018.
 - (2) ~~For the longevity payment of October 2011, each eligible employee's longevity payment shall be reduced by the following amounts:~~

Salary Group	10 years	15 years	20 years	25 years
27	\$164.50	\$329.00	\$493.50	\$658.00
29	\$187.50	\$375.00	\$562.50	\$750.00
31	\$198.75	\$397.50	\$596.25	\$795.00

- ~~(3) 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.~~
- (4) Except as provided herein, all State service, including war service, shall be counted in determining eligibility for longevity. Part-time service shall be prorated.

Section 6. Travel Reimbursements

- (a) An employee who is required to travel on official state business shall be

reimbursed in accordance with and subject to the conditions outlined in the Division's Inspectors' Travel Manual for Extraditions & Investigations and the Division's other travel policies as they may be *reasonably* amended from time to time *with notice to the Union and its members*.

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 lodging in accordance with and subject to the conditions outlined in the Division's travel policy. Advance approval must be obtained from the Office of the Chief State's attorney.

~~During the life of this Agreement,~~ An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the rate per mile set forth in the Division's travel policy or other policies as appropriate and as they may be reasonably amended from time to time with notice to the Union and its members. Reasonable parking fees and tolls shall also be reimbursed when the request is accompanied by receipts.

It is the intent of the parties that the travel policy referenced herein shall be the policy adopted for all employees of the Division who are represented by the Union as well as non-bargaining unit employees.

(b) An employee who is not required to travel but who works in excess of the normal workday or on a Saturday, Sunday or holiday upon authorization of a supervisor is entitled to a meal allowance as follows:

- (1) if the work is performed between 12:00 midnight and 9:00 a.m. on any day for an aggregate of three (3) hours or more: the breakfast rate set by the State of Connecticut Department of Administrative Services as provided in the Division's Travel Policy;
- (2) if the work is performed between 5:00 4:00 p.m. and 12:00 midnight on a regular workday (Monday through Friday) for an aggregate of four (4) hours or more: the dinner rate set by the State of Connecticut Department of Administrative Services as provided in the Division's Travel Policy;
- (3) if the work is performed between 9:00 a.m. and 1:00 p.m. on Saturday, Sunday or holiday for aggregate of three (3) hours or more: the lunch rate set by the State of Connecticut Department of Administrative Services as provided in the Division's Travel Policy; and;
- (4) if the work is performed between 1:00 p.m. and 12:00 midnight on a Saturday, Sunday, or holiday for aggregate of four (4) hours or more: the dinner rate set by the State of Connecticut Department of Administrative Services as provided in the Division's Travel Policy.

• Article 17, Section 4.

Section 4. Rest Periods. Employees shall be entitled to two (2) fifteen (15) minute rest periods during the working day, one (1) in each half shift (to be scheduled by the supervisor), except that operational needs may preclude such periods for courtroom personnel when attending court or other proceedings. A rest period commences when the employee ceases work at the duty station. The voluntary omission of a rest period, in whole or in part, shall not modify the starting or leaving schedule.

• Article 18, Section 2.

Section 2. Accrual.

(a) An employec may ~~elaim~~ elect to accrue compensatory time off if he is required by his Supervisor to work at his regular place of employment on a legal holiday. For the purpose of the above sentence, the term "employee" shall be defined to include all bargaining unit employees.

(b) No employec may earn compensatory time off on occasions other than those listed in 2(a) unless:

(1) the employee is specifically directed and required, at the invitation of a judge, supervisor, or other authorized official, to perform work in excess of his standard workweek;

(2) the supervisor, upon request of the employee, approves in writing compensatory time off for work already performed. It is further provided that compensatory time shall not accrue for work performed at an employee's place of residence.

(c) Grace Period. Compensatory time may not be ~~elaimed~~ elected/accrued for consecutive worktime, otherwise claimable under this Article of less than fifteen (15) minutes.

(d) Measurement. Compensatory time shall be measured to the nearest half-hour.

(e) Compensatory time shall not accrue for time spent by an employee attending a workshop, conference or training activity which the employee requested or elected to attend.

• Article 19, Section 2.

Section 2. Accrual of Vacation Time.

~~(a) Eligible employees hired before July 1, 1988 and who are on the thirty-five (35) hour per week Division of Criminal Justice payroll shall accrue eight and three quarters (8 3/4) vacation hours per month for each completed month of continuous full-time service except that employees who have completed ten (10) years of service shall accrue eleven and two thirds (11 2/3) vacation hours per month for each completed month of continuous full-time service.~~

~~Otherwise eligible employees hired on or after July 1, 1988 and before May 1, 2006, shall accrue seven (7) vacation hours per month for each completed month of continuous full-time service except that employees who have completed three (3) years of service shall accrue eight and three quarters (8 3/4) vacation hours per month for each completed month of continuous full-time service and employees who have completed ten (10) years of service shall accrue eleven and two thirds (11 2/3) vacation hours per month for each completed month of continuous full-time service.~~

Otherwise Eligible employees hired on or after May 1, 2006, and who are on the thirty-five (35) hour per week Division of Criminal Justice payroll shall accrue 5.834 vacation hours per month for each completed month of continuous full-time service except that employees who have completed three (3) years of service shall accrue eight and three-quarters (8 3/4) vacation hours per month for each completed month of continuous full-time service and employees who have completed ten (10) years of service shall accrue eleven and two-thirds (11 2/3) vacation hours per month for each completed month of continuous full-time service.

(b) In computing the effective date of an employee's accrual rate, all service time accepted for purposes of computing longevity payments to such employee shall apply.

(c) Vacation leave starts to accrue with the first working day of the first full calendar month after date of commencement of employment and is credited to the eligible employee on the completion of the calendar month.

(d) No leave shall accrue for any calendar month in which an employee is on leave of absence without pay for more than an aggregate of three (3) working days.

(e) Unused vacation may accumulate to a maximum of the hourly equivalent of eight hundred forty (840) hours. After an employee has attained this maximum accrual, vacation hours shall begin to reaccrue when some of the leave is taken.

(f) The impact of a change in the length of the normal thirty-five (35) hour workweek upon the rate of vacation accrual shall be negotiated after the effective date of the change upon request of either party.

• Article 19, Sections 7 and 8.

Section 7. 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 shall~~ which 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 employees upon request.~~ Employees receive information concerning their vacation balances on pay stubs/direct deposit reports.

Section 8. Military Leave. ~~A full-time permanent employee of the Division who is a member of the armed forces of the State or of any component of the armed forces of the United States and who is required to undergo field training therein shall, for a period not exceeding three (3) calendar weeks of such field training each year, be entitled to a leave of absence with pay, in addition to his or her annual vacation. Military leave shall be provided in accordance with State and Federal law, as may be amended from time to time. Such military leave shall be granted upon submission to the Chief State's Attorney of acceptable and official military orders for such military training. Further military leave of absence with pay, up to a maximum of thirty (30) calendar days, may be granted by the Chief State's Attorney for service due to emergencies proclaimed by the Governor or the President of the United States.~~

• Article 20, Section 4.

Section 4. Special Leave of Absence with Pay Chargeable to Accrued Sick Leave.

Any eligible employee may be granted special leave of absence with pay chargeable to accrued sick leave, for the following reasons:

- (1) for medical or dental treatment for which arrangements cannot be made outside of working hours;
- (2) when his/her presence at duty will expose others to contagious disease;
- (3) in the event of death in the immediate family when as much as three (3) working days' leave with pay may be granted. Immediate family means husband, ~~wife~~, spouse, father, mother, parent-in-law, grandparent, sister, brother or child, and also any relative who is domiciled in the employee's household;
- (4) 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)~~ ten (10) days leave with pay in a calendar year may be granted;

(5) up to two (2) days of leave may 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; and

(6) up to five (5) days of leave will be provided to employees in connection with the birth, adoption or taking custody of a child.

• Article 20, Section 8.

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 the protection 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 appointing authority or any authorized committee thereof 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 appointing authority or any authorized committee thereof.

(2) Upon expiration of paid leave for disability resulting from pregnancy, 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 appointing authority or any authorized committee thereof, 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) 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 hereinbefore provided for.~~

• Article 20, Section 11.

~~Section 11. Records. All leave with or without pay shall be recorded in the State's electronic attendance records 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 25, Sections 2 through 5.

~~Section 2. Vacancies. Notice of vacancies to be filled in the bargaining unit shall be posted division-wide. A concurrent notice will be sent to the Union's Council President. Notice shall remain posted for ten (10) work days from the date of the initial posting. Interested employees must submit applications within ten (10) days of the initial posting. 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 and may interview external applicants at any time in the process.~~

~~An employee may apply for a transfer or promotion to a vacancy by putting his/her request in writing to the Chief State's Attorney, or as otherwise designated on the posting. Provided that an employee who applies is qualified for the vacancy, the employee shall be interviewed for the vacant position. It is understood that newly hired employees serving their initial six (6) month probationary period or any extension thereof pursuant to Article 10 shall not be eligible to apply for transfer or promotion to another vacancy. If one or more internal candidates apply for transfer or promotion to a vacancy in response to a posting, the Division must select an internal candidate prior to appointing an external candidate unless the internal candidate is not qualified for the vacancy because of a demonstrable lack of particular necessary skill set forth in the job posting which cannot be acquired with reasonable training within a 45 calendar day period. The Division shall have the sole discretion to select the successful candidate for the position. If an internal employee is not selected, a written explanation shall be given to the employee spelling out the reason why he/she was not selected. Denial of a request for appointment to a vacancy shall not be subject to review under Article 9 for any reason whatsoever.~~

When a vacancy is filled by an internal candidate from another Duty Station, the employee's transfer or promotion shall be subject to a three-month working test period. During that working test period, either the employee, or the Division, may determine that the position to which he/she was transferred or promoted is not a good fit and the employee shall be returned to his/her prior position. The determination of good fit shall not be subject to review under Article 9 for any reason whatsoever. In the event that an employee is returned to his/her prior position, the Division, in its sole discretion, shall have the right to determine whether the position will be filled by an internal or external candidate. Such determination shall not be subject to review under Article 9 for any reason whatsoever.

Section 3. Temporary Transfer. A temporary transfer is defined as a temporary assignment away from the duty station. Ordinarily such transfers shall not exceed ~~sixty (60)~~ ninety (90) calendar days. This initial ninety-day temporary transfer period may be extended for a period of up to ninety (90) calendar days, in increments of thirty (30) calendar days, with the written consent of the Union, at each thirty (30) day interval, which shall not be unreasonably withheld. Unless otherwise mutually agreed based on operational need, no employee will be required to be in temporary transfer status for more than one hundred-eighty (180) ~~twenty (20)~~ days within any one year period commencing on the first day of the temporary transfer. ~~calendar-year~~ In making temporary transfers, the Employer shall consider the wishes of employees, seniority, and operational needs; provided, however, its determination shall not be subject to review under Article 9. Newly hired employees serving their initial six (6) month probationary period or any extension thereof pursuant to Article 10 shall not be eligible for transfer.

Section 4. Permanent Involuntary Transfer. Except as provided in Section 5 of this Article, employees may be permanently transferred. A permanent transfer is defined as a permanent, indefinite change in duty station. Permanent transfers, except when caused by the creation of a new judicial district as provided in Section 65 of this Article, shall be accomplished, subject to the following:

- (a) The Employer decides the duty station ~~unit or office~~ from which and to which such transfers will be made.
- (b) Permanent transfers shall first be attempted on a voluntary basis.
- (c) Permanent transfers shall ~~first~~ next be made in accordance with inverse seniority in the ~~unit or office~~ duty station from which the permanent transfer is made. Duty stations shall be deemed to consist of the Office of the Chief State's Attorney and the Judicial Districts/State's Attorney's Offices (currently 13) located throughout the State. New Haven shall be considered one duty station for purposes of this provision.

Seniority, for the purpose of this section, shall be defined as current continuous service as a full-time permanent employee in the Division of Criminal Justice or its predecessor entity as an Inspector. Newly hired employees serving their initial six (6) month probationary period or any extension thereof pursuant to Article 10 shall not be eligible for transfer.

Section 5. Transfer to Newly Created Judicial District. In the event of the creation of a new judicial district, any employee may be permanently transferred to that new judicial district regardless of the date of hire. Such permanent transfers shall be accomplished subject to the following:

- (a) The Employer decides the ~~unit or office~~ duty station from which and to which the transfers will be made, provided the location from which the transfers are made is a judicial district which formerly contained all or some of the towns which comprise the new judicial district.
- (b) Permanent transfers shall first be attempted on a voluntary basis.
- (c) Permanent transfers shall be made in accordance with inverse seniority in the ~~office or unit~~ duty station from which the permanent transfer is made.

Seniority for the purpose of this Section shall be defined as current continuous service as a full-time permanent employee in the Division of Criminal Justice or its predecessor entity as an Inspector. Newly hired employees serving their initial six (6) month probationary period or any extension thereof pursuant to Article 10 shall not be eligible for transfer.

• Article 32, Sections 1 and 2.

Section 1. Except as otherwise provided, this Agreement shall be effective July 1, ~~2011~~ 2016, through June 30, ~~2016~~ 2021.

Section 2. Negotiations for a successor agreement shall commence in August, ~~2015~~ 2021. Initial Union proposals for changes in the Agreement shall be submitted on or before the third week of September, 2015. The parties may, by mutual agreement, commence negotiations on a different date.

• APPENDIX B, JOB SECURITY

RE: Firearms Instructors

1. Inspectors who serve as firearms instructors shall accrue one hour of compensatory time off for each hour they conduct firearms training with members of the Inspectors' bargaining unit.
2. The conducting of firearms training is within the scope of an Inspector's

current job description.

3. Any assignment to conduct firearms training must be approved in advance by a Chief Inspector.
4. Nothing in this agreement shall amend or modify the provisions of the collective bargaining agreement concerning compensatory time accrual and use.

RE: Article 18, Compensatory Time Off

As soon as practicable following the execution of this 2016-2021 collective bargaining agreement, the Division and the Union shall meet through Labor Management Committee discussions to resolve any and all outstanding issues related to the provisions of Article 18 regarding compensatory time, including but not limited to time accrued by firearms instructors as set forth above in this Appendix B or possible alternatives to same.

RE: Article 13, Discipline

Representatives of the Division and the Union shall discuss possible modifications to Article 13, Discipline. If the parties mutually agree, the revised language may be substituted for some or all of the current provisions.

RE: Involuntary Reassignments within the Chief State's Attorney's Office

Representatives of the Division and the Union shall discuss through Labor Management possible language relating to involuntary reassignments within the Chief State's Attorney's Office. If the parties mutually agree, such agreed upon language will be implemented.

RE: Job Security

From July 1, ~~2014~~ 2017 and through June 30, ~~2015~~ 2021, there shall be no loss of employment for any bargaining unit employee hired prior to July 1, ~~2014~~ 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 10 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 transfer to another comparable job in accordance with the terms of the collective bargaining agreement, particularly Article 14. An employee who is laid off under the rules of the collective bargaining agreement because of the refusal of an offered position will not be considered a layoff for purposes of this Memorandum of Agreement. Prior to implementing restructuring or elimination of a position(s), the Division shall meet and confer with the Union regarding the appropriate means of complying with the Division's obligation to provide job security.

3. The Division is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs outside the July 1, ~~2014~~ 2017- June 30, ~~2015~~ 2021 period.

RE: 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 19 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.

RE: Job Descriptions

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 and the opportunity to engage in Labor Management Committee discussions before they are distributed to bargaining unit members. This shall not waive any duty to bargain the Division may have with respect to this issue.

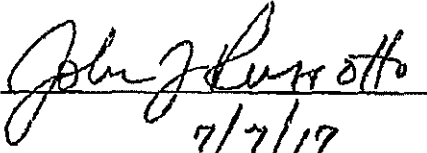
RE: Policies and Procedures

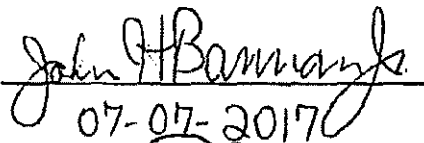

The parties agree that, as a housekeeping matter, the Division will update the Divisions Policies and Procedures and to make any legally appropriate and/or required updates. The Union President will be provided a copy of any updated policies and procedures and the opportunity to engage in Labor Management Committee discussions before they are distributed to bargaining unit members. This shall not waive any duty to bargain the Division may have with respect to this issue.

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 to the respective agreements, the tentative agreement shall be rendered null and void and not considered to be part of the parties' bargaining history.

STATE OF CONNECTICUT
DIVISION OF CRIMINAL JUSTICE

POLICE INSECTORS COUNCIL
CSEA, LOCAL 2001


7/7/17


07-07-2017

7-7-2017

**DIVISION OF CRIMINAL JUSTICE INSPECTORS DI 35 HOUR PAY PLAN EFFECTIVE FIRST PAY PERIOD IN THE FISCAL YEAR
2016-2017**

Plan	Group	Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	AI
	27	Annual	\$70,495.00	\$73,111.00	\$75,728.00	\$78,344.00	\$80,960.00	\$83,576.00	\$86,191.00				\$2,616.00
		Bi-Wk	\$2,700.96	\$2,801.19	\$2,901.46	\$3,001.69	\$3,101.92	\$3,202.15	\$3,302.34				
		Daily	\$270.10	\$280.12	\$290.15	\$300.17	\$310.20	\$320.22	\$330.24				
		Hourly	\$38.59	\$40.02	\$41.45	\$42.89	\$44.32	\$45.75	\$47.18				
DI	29	Annual						\$89,826.00	\$92,800.00	\$95,772.00	\$98,746.00	\$104,175.00	\$2,974.00
		Bi-Wk						\$3,441.61	\$3,555.56	\$3,669.43	\$3,783.38	\$3,991.38	
		Daily						\$344.17	\$355.56	\$366.95	\$378.34	\$399.14	
		Hourly						\$49.17	\$50.80	\$52.43	\$54.05	\$57.02	
DI	31	Annual	\$81,395.00	\$84,540.00	\$87,686.00	\$90,833.00	\$93,977.00	\$97,123.00	\$100,269.00	\$103,415.00	\$106,562.00	\$112,411.00	\$3,146.00
		Bi-Wk	\$3,118.59	\$3,239.09	\$3,359.62	\$3,480.20	\$3,600.66	\$3,721.19	\$3,841.73	\$3,962.27	\$4,082.84	\$4,306.94	
		Daily	\$311.86	\$323.91	\$335.97	\$348.02	\$360.07	\$372.12	\$384.18	\$396.23	\$408.29	\$430.70	
		Hourly	\$44.56	\$46.28	\$48.00	\$49.72	\$51.44	\$53.16	\$54.89	\$56.61	\$58.33	\$61.53	

DIVISION OF CRIMINAL JUSTICE INSPECTORS DI 35 HOUR PAY PLAN EFFECTIVE FIRST PAY PERIOD IN THE FISCAL YEAR
2017-2018

Plan	Group	Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	AI
		27											
		Annual	\$70,495.00	\$73,111.00	\$75,728.00	\$78,344.00	\$80,960.00	\$83,576.00	\$86,191.00				\$2,616.00
		Bi-Wk	\$2,700.96	\$2,801.19	\$2,901.46	\$3,001.69	\$3,101.92	\$3,202.15	\$3,302.34				
		Daily	\$270.10	\$280.12	\$290.15	\$300.17	\$310.20	\$320.22	\$330.24				
		Hourly	\$38.59	\$40.02	\$41.45	\$42.89	\$44.32	\$45.75	\$47.18				
		29											
DI		Annual						\$89,826.00	\$92,800.00	\$95,772.00	\$98,746.00	\$104,175.00	\$2,974.00
		Bi-Wk						\$3,441.61	\$3,555.56	\$3,669.43	\$3,783.38	\$3,991.38	
		Daily						\$344.17	\$355.56	\$366.95	\$378.34	\$399.14	
		Hourly						\$49.17	\$50.80	\$52.43	\$54.05	\$57.02	
		31											
DI		Annual	\$81,395.00	\$84,540.00	\$87,686.00	\$90,833.00	\$93,977.00	\$97,123.00	\$100,269.00	\$103,415.00	\$106,562.00	\$112,411.00	\$3,146.00
		Bi-Wk	\$3,118.59	\$3,239.09	\$3,359.62	\$3,480.20	\$3,600.66	\$3,721.19	\$3,841.73	\$3,962.27	\$4,082.84	\$4,306.94	
		Daily	\$311.86	\$323.91	\$335.97	\$348.02	\$360.07	\$372.12	\$384.18	\$396.23	\$408.29	\$430.70	
		Hourly	\$44.56	\$46.28	\$48.00	\$49.72	\$51.44	\$53.16	\$54.89	\$56.61	\$58.33	\$61.53	

**DIVISION OF CRIMINAL JUSTICE INSPECTORS DI 35 HOUR PAY PLAN EFFECTIVE FIRST PAY PERIOD IN THE FISCAL YEAR
2018-2019**

Plan	Group	Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	AI
		27											
		Annual	\$70,495.00	\$73,111.00	\$75,728.00	\$78,344.00	\$80,960.00	\$83,576.00	\$86,191.00				\$2,616.00
		Bi-Wk	\$2,700.96	\$2,801.19	\$2,901.46	\$3,001.69	\$3,101.92	\$3,202.15	\$3,302.34				
		Daily	\$270.10	\$280.12	\$290.15	\$300.17	\$310.20	\$320.22	\$330.24				
		Hourly	\$38.59	\$40.02	\$41.45	\$42.89	\$44.32	\$45.75	\$47.18				
		29											
DI		Annual						\$89,826.00	\$92,800.00	\$95,772.00	\$98,746.00	\$104,175.00	\$2,974.00
		Bi-Wk						\$3,441.61	\$3,555.56	\$3,669.43	\$3,783.38	\$3,991.38	
		Daily						\$344.17	\$355.56	\$366.95	\$378.34	\$399.14	
		Hourly						\$49.17	\$50.80	\$52.43	\$54.05	\$57.02	
		31											
DI		Annual	\$81,395.00	\$84,540.00	\$87,686.00	\$90,833.00	\$93,977.00	\$97,123.00	\$100,269.00	\$103,415.00	\$106,562.00	\$112,411.00	\$3,146.00
		Bi-Wk	\$3,118.59	\$3,239.09	\$3,359.62	\$3,480.20	\$3,600.66	\$3,721.19	\$3,841.73	\$3,962.27	\$4,082.84	\$4,306.94	
		Daily	\$311.86	\$323.91	\$335.97	\$348.02	\$360.07	\$372.12	\$384.18	\$396.23	\$408.29	\$430.70	
		Hourly	\$44.56	\$46.28	\$48.00	\$49.72	\$51.44	\$53.16	\$54.89	\$56.61	\$58.33	\$61.53	

**DIVISION OF CRIMINAL JUSTICE INSPECTORS DI 35 HOUR PAY PLAN EFFECTIVE FIRST PAY PERIOD IN THE FISCAL YEAR
2019-2020**

Plan	Group	Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	AI
		27											
		Annual	\$72,962.33	\$75,669.89	\$78,378.48	\$81,086.04	\$83,793.60	\$86,501.16	\$89,207.69				\$2,707.56
		Bi-Wk	\$2,795.50	\$2,899.23	\$3,003.01	\$3,106.75	\$3,210.49	\$3,314.23	\$3,417.92				
		Daily	\$279.55	\$289.93	\$300.31	\$310.68	\$321.05	\$331.43	\$341.80				
		Hourly	\$39.94	\$41.42	\$42.91	\$44.39	\$45.87	\$47.35	\$48.83				
		29											
DI		Annual						\$92,969.91	\$96,048.00	\$99,124.02	\$102,202.11	\$107,821.13	\$3,078.09
		Bi-Wk						\$3,562.07	\$3,680.00	\$3,797.86	\$3,915.79	\$4,131.08	
		Daily						\$356.21	\$368.00	\$379.79	\$391.58	\$413.11	
		Hourly						\$50.89	\$52.58	\$54.26	\$55.94	\$59.02	
		31											
DI		Annual	\$84,243.83	\$87,498.90	\$90,755.01	\$94,012.16	\$97,266.20	\$100,522.31	\$103,778.42	\$107,034.53	\$110,291.67	\$116,345.39	\$3,255.08
		Bi-Wk	\$3,227.74	\$3,352.45	\$3,477.21	\$3,602.00	\$3,726.68	\$3,851.43	\$3,976.19	\$4,100.94	\$4,225.74	\$4,457.68	
		Daily	\$322.78	\$335.25	\$347.73	\$360.20	\$372.67	\$385.15	\$397.62	\$410.10	\$422.58	\$445.77	
		Hourly	\$46.12	\$47.90	\$49.68	\$51.46	\$53.24	\$55.03	\$56.81	\$58.59	\$60.37	\$63.69	

**DIVISION OF CRIMINAL JUSTICE INSPECTORS DI 35 HOUR PAY PLAN EFFECTIVE FIRST PAY PERIOD IN THE FISCAL YEAR
2020-2021**

Plan	Group	Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	AI
		27											
		Annual	\$75,516.01	\$78,318.33	\$81,121.73	\$83,924.05	\$86,726.38	\$89,528.70	\$92,329.95				\$2,802.32
		Bi-Wk	\$2,893.34	\$3,000.71	\$3,108.12	\$3,215.49	\$3,322.85	\$3,430.22	\$3,537.55				
		Daily	\$289.34	\$300.08	\$310.82	\$321.55	\$332.29	\$343.03	\$353.76				
		Hourly	\$41.34	\$42.87	\$44.41	\$45.94	\$47.47	\$49.01	\$50.54				
		29											
DI		Annual						\$96,223.86	\$99,409.68	\$102,593.36	\$105,779.18	\$111,594.86	\$3,185.82
		Bi-Wk						\$3,686.74	\$3,808.80	\$3,930.79	\$4,052.85	\$4,275.67	
		Daily						\$368.68	\$380.88	\$393.08	\$405.29	\$427.57	
		Hourly						\$52.67	\$54.42	\$56.16	\$57.90	\$61.09	
		31											
DI		Annual	\$87,192.36	\$90,561.36	\$93,931.44	\$97,302.58	\$100,670.51	\$104,040.59	\$107,410.66	\$110,780.73	\$114,151.88	\$120,417.47	\$3,369.00
		Bi-Wk	\$3,340.71	\$3,469.79	\$3,598.91	\$3,728.07	\$3,857.11	\$3,986.23	\$4,115.36	\$4,244.48	\$4,373.64	\$4,613.70	
		Daily	\$334.08	\$346.98	\$359.90	\$372.81	\$385.72	\$398.63	\$411.54	\$424.45	\$437.37	\$461.37	
		Hourly	\$47.73	\$49.57	\$51.42	\$53.26	\$55.11	\$56.95	\$58.80	\$60.64	\$62.49	\$65.91	