

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**STATE OF CONNECTICUT**  
**And the**  
**CONNECTICUT EMPLOYEES UNION INDEPENDENT (CEUI),**  
**Local 511, SEIU (NP-2 Unit)**

In order to assist in resolving the financial issues currently facing the State of Connecticut while preserving public services, the State of Connecticut and the NP-2 bargaining unit agree to the following provisions:

**1. DURATION**

Article 65 of the NP-2 Contract is therefore revised to provide that the agreement shall be effective on July 1, 2016 and shall expire on June 30, 2021.

**2. GENERAL WAGES AND ANNUAL INCREMENTS:**

Article 20, Section One (a-d) of the NP-2 Contract is deleted and the following substituted in lieu thereof:

(a) There shall be no general wage increase paid to any bargaining unit employee for the 2016-17 and the 2017-18 contract years.

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

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

Article 20, Section Two (a) & (b) of the NP-2 Contract is deleted and the following substituted in lieu thereof:

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

- There will be no annual increment or top step lump sum payments made for contract years 2016-2017 and 2017-2018.
- Effective July 1, 2018 bargaining unit employees not at top step of their pay plan shall receive a one-time two thousand dollar (\$2,000) payment. This one-time payment shall be pro-rated for part-time unit employees.
- Employees at their top step shall receive a one-time two thousand dollar (\$2,000) payment effective July 1, 2018 or top step lump sum plus \$1,000 if greater. This one-time payment shall be pro-rated for part-time unit employees. The one-time

payment (of either \$1,000 or \$2,000 depending on the amount of their normal top step bonus) shall be paid in July 2018. The top step lump sum payment (for those employees who have normal top step bonuses in excess of \$2,000) shall be paid on the employee's normal increment date.

- Effective July 1, 2019 bargaining unit employees shall receive annual increments and top step lump sum payments.
- Effective July 1, 2020 bargaining unit employees shall receive annual increments and top step lump sum payments.

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

### **3. LONGEVITY**

Article 22, Section One of the NP-2 Contract is amended to include the following additional language:

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

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

### **4. FUNDS AND OTHER PAYMENTS**

All other funds (e.g., tuition reimbursement) and other wage payments e.g., shift differential, allowances, etc.), shall remain in place and continue in the same amounts presently in the respective funds and/or NP-2 Collective Bargaining Agreement, except as otherwise specified in the NP-2 Collective Bargaining Agreement. Any unexpended funds shall lapse or shall not lapse as of June 30, 2021 in accordance with the NP-2 Collective Bargaining Agreement and existing practice.

### **5. JOB SECURITY**

From the July 1, 2017 and through June 30, 2021, there shall be no loss of employment for NP-2 bargaining unit employees hired prior to July 1, 2017, including loss of employment due to programmatic changes, subject to the following conditions:

- a. Protection from loss of employment is for permanent employees and does not apply to:

- i. employees in the initial working test period;
  - ii. those who leave at the natural expiration of a fixed appointment term, including expiration of any employment with an end date;
  - iii. expiration of a temporary, durational or special appointment;
  - iv. non-renewal of a non-tenured employee (except in units where non-tenured have permanent status prior to achieving tenure);
  - v. termination of grant or other outside funding specified for a particular position;
  - vi. part-time employees who are not eligible for health insurance benefits.
- b. This protection from loss of employment does not prevent the State from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the SEBAC 2017 Agreement. An employee who is laid off under the rules of the implementation provisions below because of the refusal of an offered position will not be considered a layoff for purposes of this Agreement.
- c. The State is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs effective after 6/30/21.

The Office of Policy and Management and the Office of Labor Relations commit to continuing the effectiveness of the Placement and Training process during and beyond the biennium to facilitate the carrying out of its purposes.

The State shall continue to utilize the funds previously established for carrying out the State's commitments under this Agreement and to facilitate the Placement and Training process.

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

## **6. Furlough Days**

The parties agree that there shall be three (3) mandatory furloughs for all members of the bargaining unit during Fiscal Year 2018 (July 1, 2017-June 30, 2018). Furloughs are defined as scheduled days off from work without pay in accordance with the voluntary schedule reduction program covered by Section 5-248c of the CT General Statutes. The scheduling of such days off shall be with the goal of avoiding any additional costs to the employer and the need to schedule replacement coverage. The value of a furlough day shall be one-tenth of the base biweekly pay for a bargaining unit member on a 26 pay period schedule or the remaining number of pay periods following legislative approval of this Agreement.

The Employer will calculate the value of three (3) days at the start of said fiscal year based on the daily rate of pay for each bargaining unit employee as noted above. Effective the first full pay period after legislative approval, the Employer will reduce the base biweekly rate of pay throughout the remaining fiscal year for said employees by the total value of the three (3) furlough days that fall within said fiscal year. In exchange for the reduction in pay, bargaining unit employees shall take three (3) days off, to be determined and/or

approved by the appointing authority, without additional loss of compensation, as a day in lieu of a voluntary schedule reduction day.

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

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

It is further understood and agreed that any employee hired or reemployed after legislative approval of this Agreement shall be subject to the terms contained herein.

#### **CONSISTENT WITH SEBAC 2017 TENTATIVE AGREEMENT**

It is understood that the terms outlined above are intended to be consistent with the language of the SEBAC 2017 Tentative Agreement. Wherein terms of said Agreement differ from the final SEBAC 2017 Agreement, the parties hereby agree that they will so modify this Agreement to reflect any such modifications as may be necessary in order to be consistent.

#### **OTHER CONTRACTUAL PROVISIONS**


It is understood that the parties have additionally agreed to a full new draft NP-2 Contract attached hereto.

#### **APPROVAL**

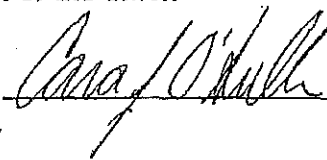
This agreement is subject to approval of the Legislature pursuant to Connecticut General Statutes Section 5-278.

#### **Signatures:**

**For the State of Connecticut**

  
6/22/17  
Date

**For the Union**

  
6/23/17  
Date

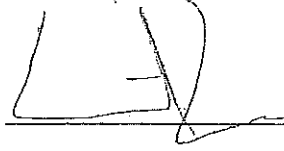
**TENTATIVE AGREEMENT**

**REGARDING**

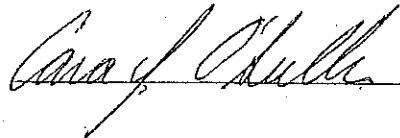
**USE OF SICK LEAVE TO CARE FOR FAMILY MEMBER REQUIRING CARE**

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

FOR THE STATE:

 7/14/17

FOR THE UNION:

 7/17/17

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*Cross Unit Handling of Durationals, Temporaries, Snow Days, and Flexible Scheduling*

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**I. Durational positions and Temporaries**

**(Offered to all OLR Bargaining Units)**

**Definitions:**

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

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

**Status:** A temporary employee shall become durational after 6 months or one year if extended.

A durational employee shall become permanent after six months, or the length of the working test period, whichever is longer.

**Benefits:**

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

- o Health and life insurance
- o Pension credit
- o Paid Holidays
- o PL Days
- o 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

*Cara J. O'Sullivan*  
7/10/17

*[Signature]*  
7/10/17

**II. Snow Days and Inclement Weather -- Offered to Non-Hazardous Duty OLR Units**

• **Essential Employees**

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

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

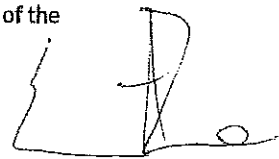
- Employees out sick shall not be charged a sick day or personal day if the state is closed or the Governor has ordered nonessential state employees not to report to work during that employee's normal work shift
- Employees on vacations for less than a week shall not be charged a vacation day if the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

- **10 month Employees Choosing a 12 month Pay Plan - Shall be treated like any other 12 month employee for purposes of inclement weather closings.**

**III. Alternative Work Schedules, Compressed Work Schedules, and Telecommuting -- (General Offer)**

Concept: Each agency will form a committee (like labor management) with each of its unions to discuss these issues. With the agreement of Union representatives, committees may operate cross bargaining units.

There shall also be a Statewide Telework Committee. The purpose of the Committee is to create policy and policy guidance to agencies regarding telework policies and implementation thereof. Areas of guidance include ensuring consistent standards, disability accommodations, performance measurements, agency closures, and management training. The Committee shall be comprised of an equal and mutually agreed upon number of members appointed by the SEBAC Leadership, and representatives of management, which shall include the Director of Statewide Human Resources and other such designee of the Commissioner of DAS, and members of OLR. The Committee shall be co-chaired by the Undersecretary of OLR or his/her designee and a representative of SEBAC. The Committee shall commence with meetings no later than 60 days following ratification of the Agreements.



7/10/17

*Cara J. O'Sullivan*  
7/10/17

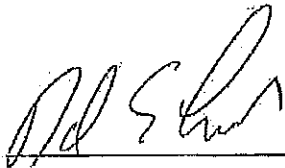
Current practice will remain at each agency until parties meet and agree otherwise or changes occur through facilitation and or arbitration. Each committee shall begin its work no later than 30 days following the ratification of this agreement, and shall provide an initial report to the Statewide Committee regarding the meetings held and information relevant to the issue of telework, as defined and requested by the Statewide Committee.

Up to six members (equal on each side) on the committee. Union staff, and the Office of Labor Relations, shall serve as ex officio participants on the committee until a policy acceptable to both parties has been created.


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

- (1) Any policy shall consider the legitimate operational needs of the affected agencies as well as the interests of the affected employees.
- (2) The determination of the employer to deny a request for AWS, Compressed Work Schedules, and Telecommuting shall be arbitrable, but shall first be submitted to the joint committee and the Facilitator for a recommended disposition.
- (3) Current contract language on AWS and Flex scheduling shall be agreed upon language unless a bargaining unit agrees otherwise and/or proposes alternative language in the arbitration.


If the inability to reach agreement involves more than one bargaining unit and/or more than one agency, prior to the arbitration(s) being scheduled, the parties shall confer to determine the best way to achieve their mutual interest in expeditiously establishing a fair and effective policy applicable to those units and/or agencies.



Chief Negotiator, SEBAC



Undersecretary for Labor Relations

  
7/10/17  
7/10/17



NP-2 2016 Successor Contract Sign-Offs

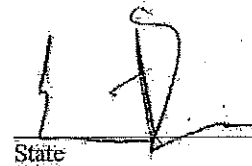
The State of Connecticut, acting by and through the Office of Labor Relations, hereinafter called "the State" or "the Employer", and the Connecticut Employees Union "Independent", Inc., a Connecticut non-profit corporation and employee organization, hereinafter called "the Union",

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

 5/13/16  
Union Date

 5/13/16  
State Date

## Union Proposal # 19

### Article 1 Recognition

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

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

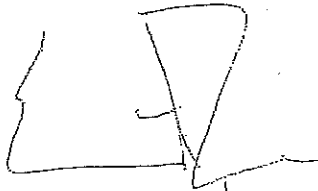
Notwithstanding any other provision in this Agreement, for the duration of their employment, durational employees and employees working as Guides at Newgate Prison shall be entitled to vacation, sick leave, personal leave, holidays, participation in Group Health Insurance, Group Life Insurance and the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

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

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

\* As explained, in the interest of proceeding to an overall agreement, both parties have agreed to proceed with contingent tentative agreements. These contingent tentative agreements shall not constitute past practice, precedent, or be included as part of bargaining history unless an overall Agreement is reached. Additionally, these contingent agreements will not be used as evidence in any proceeding between the parties, including, but not limited to, binding interest arbitration, or in any way prejudice either party's position with respect to the successor agreement. Additionally, this provision may prove to be the actual language agreed upon between the parties however is currently conceptual in order to preserve and reflect the state-wide discussed and agreed upon language concerning durational and temporary employees.

*Caraf O'Neil*  
6/19/17

  
6/19/17

**Article 3**

**Non-Discrimination and Affirmative Action**

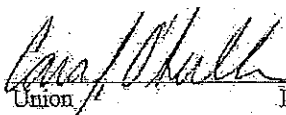
**Section One.** The parties herein agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, mental retardation or physical disability including, but not limited to, blindness or lawful political activity.

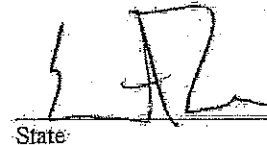
**Section Two.** Neither party shall discriminate against an employee on the basis of membership or non membership or lawful activity on behalf of the exclusive bargaining agent.

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

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

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

 5/13/16  
Union Date

 5/13/16  
State Date

**Article 4**

**No Strikes - No Lockouts**

**Section One.** Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work-stoppage, slowdown, concerted withholding of service, sick-out or any interference with the mission of any State agency. This Article shall be deemed to prohibit the concerted boycott or refusal of overtime work but shall be interpreted consistent with any local unit agreements on distribution and assignments of overtime work.

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

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

Chris O'Hall 5/13/16  
Union Date

[Signature] 5/13/16  
State Date

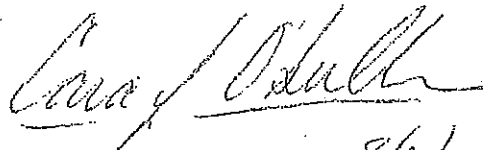
Proposal No. 2 (Revised)


Article 5

Management Rights

Section One. Except as otherwise limited by an express provision of this Agreement, the State reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of an agency and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies. The contracting out of services is subject to the provisions of Article 13, Section Ten.

Section Two. Those inherent management rights not restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

  
Union 8/3/16

  
State 8/3/16

**ARTICLE 6**  
**UNION SECURITY**

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

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

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

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

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

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

*Anna O'Hall* 6/15/17

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*[Signature]*  
6/14/17

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

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

**Section Nine.** The State employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues or agency service fees, provided any such payroll deduction has been approved by the State in advance.

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

**Section Eleven.** See Addendum A, Paragraph 8

*Carla J. O'Halloran*  
6/15/17

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*[Signature]*  
6/14/17

Proposal No. 4

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Article 7  
Union Rights

Section Six. Use of Telephones. At facilities where readily accessible pay phones are available, Union officers, stewards, and members should normally make any phone calls from such phones. At facilities where such phones are not available, the Union officers, stewards or members may, if immediate action is required to resolve a question of matter within the scope of the Union's duties as exclusive representative, use the telephone at their facility, subject to the reasonable discretion of management. Long distance phone calls shall not be billed to the State. Intrafacility telephone calls of reasonably short duration are allowed provided that there is no immediate interference with agency operations. The Union will cooperate in preventing abuse of this Section.

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*Cara J. O'Sullivan*  
6/19/17

*[Signature]*  
6/19/17



**NOTE: To be incorporated into Article 10, Training as new section**

**DEPARTMENT OF TRANSPORTATION (DOT) BASIC TRAINING PROGRAM**

**Purpose:**

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

**Establishing and Maintaining the Basic Training List:**

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

*Cam/Adull 5/1/17*

*[Signature]*  
5/1/17

8. The training will be one day per quarter and will be conducted by the Transportation Maintainer 3 or 4 (Operator/Craftsman) who is normally assigned to operate the equipment or perform the skill. The operator will notify the Supervisor who will inform the District Trainer of the number of hours each employee spends in training.
9. The District Trainer will be responsible for tracking the number of hours each employee spends training on each piece of equipment or skill set and post it on the Employee Training Record Card which will be forwarded to the garage supervisor for retention.
10. The Basic Training Program shall be governed by Article 10, Section Two of the NP-2 Contract, unless specified otherwise herein. However, disputes regarding the Program shall first be addressed through the joint labor-management committee. If a resolution of the dispute cannot be achieved through labor-management then the dispute may be processed through Article 16 of the Contract, Grievance Procedure.

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#### Training:

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

#### Eligibility for Training:

1. An employee must have worked for the State at least six months, passed their initial working test period, and attained permanent status to be eligible to place their name on the Basic Training Sign-up List.
2. Seniority for the purpose of the basic training shall be determined as of January 1<sup>st</sup> for that calendar year. However, seniority shall be adjusted accordingly for

*Lara O'Sullivan 5/11/17*

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confirmed qualifying military time throughout the remainder of the calendar year, as applicable.

3. An employee on Worker's Compensation leave, on light duty or on an approved leave of absence may be eligible to participate in the Basic Training Program upon return to full duty and will not be considered to have rejected an offer of training if their injury/absence prevents them from receiving the training when available. Their name shall remain on the list and if selected, will be offered the training when next available after their return to full duty.

*Carla J. O'Sullivan 5/1/17*

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Proposal No. 54 (Revised)

Article 11  
Working Test Period

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

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

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

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

~~**Section Three.** The Working Test Period may, with the approval of the Commissioner of Administrative Services, be extended on an individual basis for a definite period of time not to exceed six (6) months to give the employee an additional opportunity to show ability to perform the work.~~

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

(b) If an employee fails a promotional Working Test Period within the same agency, the employee must be returned to his/her previous position without any loss of benefits or seniority. If an employee fails a promotional Working Test

*Cona O'Sullivan*  
Union 12/16/16

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12/16/16

Period in another agency, the employee shall be returned to the position he/she last held in the agency from which he/she was transferred without loss of benefits or seniority. If that is not possible, the employee shall be appointed to a vacancy within a reasonable distance (normally within fifteen (15) miles and with similar duties as the position held prior to promotion, and shall have first preference for transfer to a position at the same location and shift at which he/she worked prior to promotion. Failure of an employee during a promotional Working Test Period shall not be subject to the grievance procedure, through Step III, provided, however, that the burden shall be on the employee to show patent unfairness of the Working Test Period due to evaluator bias or variance from the pertinent job specifications.

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

Section FiveFour. Should an employee transfer in the same class from one agency to another, he/she shall be required to serve a probationary period of six (6) calendar weeks. A permanent employee who transfers to another agency and whose performance during the six (6) calendar week probationary period is not satisfactory 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.

The transfer probationary period may be extended by the agency up to a maximum of six (6) additional weeks. In such cases, the agency will notify the employee and his/her former agency of the extension. A promotional appointee who does not successfully complete the Working Test Period shall revert to a position in the same job classification from which promoted and to the extent possible, at the same location and with the same duties as held prior to promotion.

Section Six. No new Working Test Period shall be required of an employee permanently transferred who has satisfactorily completed the prescribed Working Test Period in his/her former position.

*Carla P. O'Neil*  
Union 12/16/16

*[Signature]*  
12/16/16

## Article 12

### Seniority

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

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

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

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

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

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

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

**Section Five:** (a) War service for purposes of seniority shall be defined as in Section 27-103 Connecticut General Statutes, which includes active service during the following periods:

World War II - December 7, 1941, to December 31, 1947

Korean Conflict - June 27, 1950, to January 31, 1955

Vietnam Era - December 22, 1961, to July 1, 1975

Desert Shield/Storm - August 2, 1990, to June 30, 1994

and service while engaged in combat or a combat support role during the following periods below:

Lebanon - September 29, 1982, to March 30, 1984

Grenada - October 25, 1983, to December 15, 1983

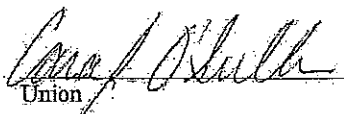
Persian Gulf - February 1, 1987, to July 23, 1987

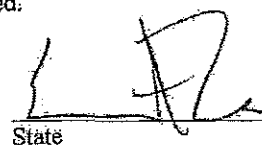
Panama - December 20, 1989, to January 30, 1990

Operation Enduring Freedom, Operation Noble Eagle, a related emergency operation or a military operation whose mission was substantially changed as a result of the attacks of September 11, 2001.

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

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

 5/13/16  
Union Date

 5/13/16  
State Date

## Article 13

### Order of Layoff or Reemployment

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

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

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

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

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

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

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

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

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

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

**Section Six.** Within one week of the availability of the list of vacancies referenced in Section Four (a) above, an employee shall provide written notice of whether he/she elects to transfer or exercise bumping rights. If such election results in a lower paying position, the employee will be placed on the appropriate reemployment lists effective the date of such election.

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

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

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

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

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

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

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

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

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

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

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

- (1) the bargaining unit employees who would normally perform the work are unavailable to do the work even with a reasonable amount of overtime;
- (2) the bargaining unit employees do not possess the required qualifications and skills to do the work in a qualified manner or would be unable to complete the work within the requisite time with a reasonable amount of overtime;
- (3) the work can be contracted out at a lesser cost; however, any such proposal or contract shall



NP-2 2016 Successor Contract Sign-Offs

be jointly evaluated. The State shall cooperate fully with the Union in accomplishing such cost comparison, and in providing the Union with all cost data and documents.

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

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

(c) If the State is found by an arbitrator not to be in compliance with Section 10 (a), the arbitrator's remedial authority shall include the power to assess reasonable compensatory damages and to issue a cease and desist order applicable to any similar future contracting. Grievances filed under this section may be filed directly at Step 3 of the grievance procedure. If the grievance remains unresolved, it may be submitted by the Union to expedited arbitration.

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

(e) The State employer will be deemed in compliance with this Section if, (1) the employee is offered a transfer to the same or similar position which, in the employer's judgment, he/she is qualified to perform, with no reduction in pay; or (2) the employer offers to train an employee for a position which reasonably appears to be suitable based on the employee's qualifications and skills. There shall be no reduction in pay during the training period.

Cara Mull 5/13/16  
Union Date

[Signature] 5/13/16  
State Date

State Counter to Union Proposal # 1-Revised-Amended

**Article 14 Vacancies**

**Proposal:** ~~Eliminate~~ Add Language to Article 14, Section Five (d) in its entirety.

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

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*Carla J. O'Sullivan 5/1/17*

*LEZ*  
*5/1/17*

Article 15  
Transfers

Add Section Seven.

*Anna J. Mullen* 5/1/17

*LF*  
5/1/17

### Section Seven. DOT Lateral Transfer Lists

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

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

#### Establishment and Maintaining the Lateral Transfer List:

1. Quarterly Postings: DOT shall post opportunity to apply for the Lateral Transfer List by the 5<sup>th</sup> of the last month of each quarter for the next following quarter. (i.e. December 5, March 5, June 5, & September 5). The Lateral Transfer List shall be updated each quarter as employees apply for the Lateral Transfer List.
2. Signing up: An employee seeking a lateral transfer must submit his/her name on the Lateral Transfer List form (which may be obtained at each maintenance facility or through ~~their~~ the employee's HR Liaison) on or before the 15<sup>th</sup> of the last month of each quarter (i.e. December 15, March 15, June 15, & September 15). Employees must re-apply on or before December 15<sup>th</sup> to be placed on the Lateral Transfer List for the next calendar year.
3. Status on List: Once an individual's name is placed on the list, their name will remain on it for the calendar year unless (1) ~~they~~ the employee notifies Newington Human Resources in writing that ~~they~~ he/she wishes to be removed from the list; (2) ~~they~~ the employee receives a transfer; (3) ~~they~~

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Mina O'Neil 5/1/17

employee rejects an offer per # 6 below.

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

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

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

7. Eligibility:

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

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

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

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

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

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

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

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

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

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

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

Disputes and/or Termination of this Agreement:

—This MOU shall remain in effect until terminated by either party upon no less than a thirty (30) day written notice to the other party or upon mutual consent of the parties.

—Disputes regarding the terms of this MOU or individual employees who may be affected by this MOU shall be subject to Article 16 of the NP-2 Contract.

—This MOU is specific to the Department of Transportation and shall not serve as precedent or be admissible in any current or future dispute between the parties, except to enforce its terms. It shall not be applicable to any other Agency, nor any other classifications not specifically referenced in this Agreement.

*Carol Duhon 5/11/17*

Proposal No. 10 (Revised 5/2/17)

Article 16  
Grievance Procedure

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

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

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

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

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

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

**Section Five.** A Grievance shall be deemed waived unless submitted at Step I within (30) days from the date of the cause of the grievance or within (30) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance.

*Anna J. O'Sullivan*  
5/2/17

*[Signature]*  
5/2/17

Section Six. The Grievance Procedure

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

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

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

Step IV. Arbitration. Within thirty (30) days after the State's answer is due at Step III, or if no conference is held within forty-five (45) days, within thirty (30) days after the expiration of the forty-five (45) day period, an unresolved grievance may be submitted to arbitration by the Union, but not by an individual employee(s), except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of five (5) working days or greater as follows:

A. Terminations, Demotions, Major Suspensions

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

- 1) Submission. Submission shall be by certified letter, postage pre-paid, to the Office of Labor Relations.
- 2) Selection of Panel. The parties shall establish a panel of five (5) arbitrators selected by mutual agreement.
- 3) Costs. The parties shall share equally in the expenses of the arbitrator.

*Cara J. O'Sullivan*  
5/2/17

*[Signature]*  
5/2/17



4) Assignment of Cases. Cases shall be assigned on a random basis to the arbitrator panel based on the date of filing, first filed, first assigned except that Dismissal cases shall be given precedence in scheduling. The parties shall determine the process for random selection. For Dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator if pending in OLR's docket for hearing before a single arbitrator. Grievances pending before the Connecticut State Board of Mediation (SBMA) may be heard by the same arbitrator by agreement of the parties.

5) Removal of Arbitrator. Either party, upon written notice to the other, between March 1st and March 10th of each contract year may remove an arbitrator(s). By April 1st the parties will have a reconstituted mutually agreed upon panel of five (5) arbitrators for the succeeding contract year.

6) Arbitrability. A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice requirement shall be waived in instances of new evidence discovered during the arbitration hearing.

7) Pending Cases. The parties agree, immediately upon legislative approval of this Agreement, if not beforehand, to meet and discuss the backlog of pending arbitration cases with the goal of resolving, thereby reducing the numbers of the same.

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

9) Postponements. In any individual arbitration case, each party will be allowed one postponement. Thereafter, postponements shall be by mutual consent of the parties.

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

*Cara J. O'Sullivan*  
5/2/17

*[Signature]*  
5/2/17

A&BC. Related to All Cases

10) Arbitrator's Authority. With respect to all grievances submitted to arbitration either before the SBMA or a single arbitrator, the arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactively for more than sixty (60) calendar days prior to the date a grievance was submitted at Step I. The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his/her appointment.

11) Decision Final and Binding. In all such cases; the arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes Sections 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

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

- ~~dismissal of employees during the working test period;~~
- ~~reduction in force decision, except for order of layoff;~~
- ~~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;~~
- ~~compliance with health and safety standards and COSHA;~~
- ~~appeal of rejection from admission to an examination;~~
- ~~any grievance processed in accordance with the procedures in effect at the time the grievance arose;~~
- ~~matters concerning discriminatory practices, which are filed with the Commission on Human Rights and Opportunities (CHRO)~~

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

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

14) Transcript. Either party may request the presence of a Court reporter and bear the costs thereof.

*Carla J. O'Halloran*  
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**Section Seven.** For the purpose of the time limits hereunder, "days" shall mean calendar days unless otherwise specified. The parties by mutual agreement may extend time limits or waive any or all the steps hereinbefore cited. The State Employer may waive any or all steps herein except Step III and Step IV.

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

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

~~Section Nine. Arbitration (a) The parties shall establish a panel of mutually acceptable arbitrators. Unless the parties agree to the contrary for a particular case, the arbitrator shall be selected by rotation in alphabetical order from the panel of arbitrators. Appeals involving dismissal, layoff, disciplinary transfer and any issue the parties mutually agree to shall be expedited using the above-described rotational system.~~

~~Submission to arbitration shall be by certified letter, postage prepaid to the Director of Labor Relations. The expenses for the arbitrator's services and for the hearing shall be shared equally by the State and the Union or in dismissal, demotion 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.~~

~~On grievances when the question of arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator, a separate arbitrator shall be appointed at the request of either party to determine the issue of arbitrability.~~

~~(b) The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his/her appointment.~~

~~In cases of dismissals, demotions or suspensions in excess of five (5) days, the parties may request the arbitrator to maintain a cassette recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof.~~

~~The State will continue its practice of paid leave time for witnesses of either party.~~

~~(c) The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay~~

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retroactivity for more than sixty (60) calendar days prior to the date a grievance was submitted at Step I. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties jointly agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with the Connecticut General Statutes Section 52-418, provided, however, neither the submission of a question of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

Section TenNine. Disputes over an employee's job classification shall be processed through Step III of the grievance procedure. Unresolved classification grievances may be submitted through the Commissioner of Administrative Services to a panel of three (3) Personnel Officers selected from agencies of one hundred (100) or more employees. Department of Administrative Services manager or his/her designee, designated by the Commissioner to hear reclassification grievances. The Union shall be entitled to have a representative attend all deliberations of the panel reclassification conferences and to offer input during the deliberations. The decision of said panel the reclassification conference officer shall be final.

Section ElevenTen. Notwithstanding any contrary provisions of the Agreement, the following matters shall not be subject to the grievance or arbitration procedure: (a) appeal of rejection from admission to an examination; (b) the decision to layoff employees; (c) non-disciplinary termination of employees (e.g. Federal Grant Participant, etc.); (d) classification and pay grade for newly created jobs, however, this clause shall not diminish the Union's right to negotiate on pay grades; (e) written affirmation of oral warning(s) whether placed in the personnel file or not shall be subject to the grievance procedure but shall not be arbitrable; (f) a written complaint involving the allegation of a pattern of unfair treatment of an employee; (g) compliance with health and safety standards and Conn. OSHA (h) any incident which occurred prior to this Agreement, with the understanding grievances filed which outdate this Agreement shall not be deemed to have been waived by reasons of execution of this Agreement; (g) disputes over claimed unlawful discrimination shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact.

Section TwelveEleven. The Union shall be entitled to have present at any grievance meeting (except as provided in Section Three, above) one steward

*Cara J. O'Halloran*  
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State of Connecticut's Initial Proposals for the Maintenance and Safety [NP-2] Bargaining Unit Contract  
between State of Connecticut and CEU/SEIU effective July 1, 2016

designated to appear on behalf of aggrieved employee(s).. Additionally, the Union may bring a reasonable number of witnesses to grievance meetings, who shall be released from work with no loss of pay or benefits. The Union agrees to limit the number of witnesses to those reasonably necessary to present the facts of the case avoiding repetition and minimizing the impact on the Employer's productivity.

*Cara J. O'Halloran*  
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Proposal No. 11 (Revised)

Article 17

Dismissal, Suspension, Demotion  
and Other Discipline

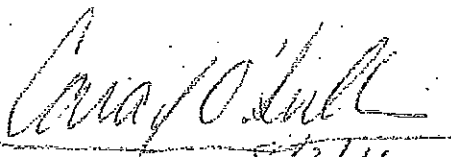
~~Section One. No permanent employee who has completed the working test period shall be demoted, transferred for disciplinary reasons, suspended, discharged or otherwise disciplined except for just cause.~~

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

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

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

Section Five. In cases which involve a criminal investigation or the disposition of a criminal charge related to the employee's work or work performance, the employee may be placed on an unpaid leave of absence pending administrative action of the appointing authority. An employee may draw upon all his/her earned leave (except sick leave). The employer shall investigate alternative assignments for the employee in lieu of unpaid leave. In all other cases involving investigation, an employee shall be placed on a paid leave of absence and shall be informed of the nature of the alleged charges. If an employee is discharged or suspended as a result of the investigation, the effective date of such discharge



Gary O. Sullivan



L. R. Sullivan

or suspension shall be the effective date of the leave of absence. If the employee is not dismissed as a result of the investigation, he/she shall be reinstated with full pay retroactive to the starting date of the leave. Such reinstatement, however, shall not preclude other disciplinary action.

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

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

**Section Seven.** To the extent practicable, the investigation or discipline of employees shall be scheduled in a manner intended to conform with the employee's work schedule, with an intent to avoid overtime. When an employee is called to appear at any time beyond his/her normal work time, and actually testifies, he/she shall be deemed to be actually working. If the employee's steward is on duty at the time of the meeting, he/she shall be released for the meeting with pay.

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

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

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

*Carap. O'Hall*  
Union 8/3/16

*L. F.*  
State 8/3/16

**Article 18**  
**Hours of Work, Work Schedules and Overtime**

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

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

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

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

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

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

**Section Five. Rest Periods.** Unless precluded by existing agency policy, and subject to the operating needs of any agency, employees will be scheduled to receive a fifteen (15) minute rest period in each half shift.

Conn DOT placed employees working on an 8:00 a.m. to 3:30 p.m. shift on an 8:00 a.m. to 4:00 p.m. work schedule effective July 4, 1997. Therefore, DOT employees shall take the afternoon a coffee break (fifteen minutes) at the end of the shift in addition to clean up (ten minutes) time.

**Section Six.** Upon request of an employee and by mutual agreement between the employee and an appropriate management designee, and with the

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concurrence of the Union, the employee's work schedule may be rearranged to accommodate needs in such areas as child care, elder care, transportation or participation in an educational program.

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

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

**"Current"**

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

**"Current"**

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

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

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

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

*Carol O'Hall 5/1/17*

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

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

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

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

*Carol O'Hall 5/1/12*

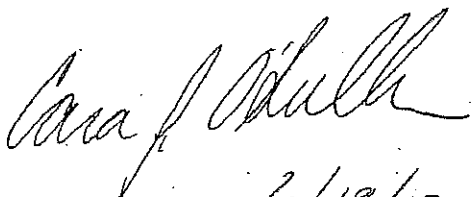
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State Counter to Union Proposal # 5 (6/17/17)

Article 18- Hours of Work, Work Schedules, and Overtime

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

\* As explained, in the interest of proceeding to an overall agreement, both parties have agreed to proceed with contingent tentative agreements. These contingent tentative agreements shall not constitute past practice, precedent, or be included as part of bargaining history unless an overall Agreement is reached. Additionally, these contingent agreements will not be used as evidence in any proceeding between the parties, including, but not limited to, binding interest arbitration, or in any way prejudice either party's position with respect to the successor agreement. Additionally, this provision may prove to be the actual language agreed upon between the parties however is currently conceptual in order to preserve and reflect the state-wide discussed and agreed upon language concerning snow days.

  
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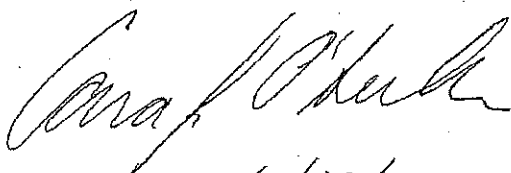
Article 18  
Hours of Work, Work Schedules and Overtime


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

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

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

Any modification or change agreed upon between the parties under this Section shall not become effective until reduced to writing and approved by the Union and the Office of Labor Relations acting on behalf of the State. No further legislative action shall be required for any supplemental agreement or change hereunder to become effective and binding on the parties beyond this initial approval.

  
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**Proposal No. 12**

**Article 18**

**Hours of Work, Work Schedules and Overtime**

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Section Nineteen: (a) After February 1, 1997 and before May 1, 1997, each Agency and the Union shall meet to discuss the method of implementation and the impact of an additional half hour increase in the work day (2.5 hours in the work week) to be effective July 1, 1997.

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Discussion may include the beginning and ending times, accommodation of day care and other employee needs, use of flex time, use of compressed work weeks, 4 day work weeks and similar compressed schedules, and other related issues. After receiving Union input the determination of the Agency will be final, and not subject to the grievance procedure.

The increase in the length of the standard workweek shall be effective as follows:

Date of Increase — July 1, 1997 —

Workday Increase — One half hour daily —

Workweek Increase 2.5 hours weekly (37.5 hours)

The increase in the length of the standard work week shall be effective at the start of the pay period.

(b) Paid Leave: The monthly accrual of vacation and sick leave shall be earned on the basis of the increased length of the standard work day on a prospective basis, starting August 1, 1997. The crediting of personal leave shall reflect the length of the standard work day as of January 1, 1997. Employees who use a full day of personal leave after the above increase in the length of the work day, however shall receive the increased compensation for the longer work day, but shall only be charged the number of hours that equaled the standard workday as of January 1, 1997.

(c) General Applicability: The parties intend that all contract provisions will be interpreted and applied consistent with the increased workweek and increased workday. In order to avoid repetitive changes in various contract sections for each change in the workweek, the parties agree

that all references to the thirty-five hour workweek shall be considered to have been updated to reflect the increased workweek. Similarly, all references to the seven hour workday shall be considered to have been updated to reflect the increased workday.

(d) Part Time Employees: The above increases in the length of the standard workweek shall not apply to part time employees although the State retains its right to increase the schedule of part time employees. The parties agree that the pro-rating of benefits for part time employees shall be calculated based upon the increased standard workweek, and that the specified minimum number of hours for health benefits (i.e., 50% of the full time standard

*Carla J. O'Halloran*  
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workweek) or other benefits shall be increased in accordance with the increased workweek.

(c) It is agreed that the increase in the standard schedule and workday will not affect the leave accrual calculations of a part time employee whose work schedule has not otherwise been changed. It is expected that the change in part time calculation to a proportion of a 37.5 week that is then applied to a 7.5 hour day will not reduce the monthly leave accruals of a part time employee whose schedule remains at the same number of hours per week. It is agreed, however, that if there was to be a reduction in the monthly accrual based solely on the mathematical calculation, it would be addressed by the parties in order to maintain the benefit of the current calculation of a proportion of a 35 hour week that is applied to a 7 hour day. This provision shall not be applicable to a part time employee whose schedule is increased or reduced.

(f) It is further agreed that the increase in the minimum eligible hours will not disqualify a part time employee currently receiving health insurance benefits whose work schedule has not otherwise been changed. For example, a part time employee with an eighteen hour per week schedule as of January 1, 1996 (and who continues on that schedule) shall retain health coverage despite the increase in the minimum eligibility standards to 18.75 hours on July 1, 1997.

*Cara J. O'Hall*  
6/19/17

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## Article 19

### Safety

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

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

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

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

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

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

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

**Section Five.** No employee shall work on, with, or about an unsafe piece of equipment or under an unsafe or unhealthy condition. Such equipment shall be tagged until appropriate repairs are made. No employee shall perform a task for which he/she has not received appropriate training or without qualified

supervision when the absence of such training or supervision make the task unsafe. No employee shall be disciplined for refusal to work or to operate equipment when he/she has reasonable grounds to believe that such would result in imminent danger to life or of serious physical harm. In event of imminent danger to the safety of employees performing a particular task, the employees involved should immediately inform the on-site supervisor. If such notification does not resolve the problem, one of the employees may notify one of the Union members of the Bargaining Unit Job Safety Committee. Such member shall immediately contact the safety designee of the agency involved and a management member of the committee. If the Union member, through no fault of his/her own, can't contact the agency designee or is not satisfied that the agency will immediately address the problem, then such member may, in conjunction with the management member, or alone, proceed to the job site in question to investigate the matter.

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

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

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

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

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

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

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

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

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

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

In the event that the Committee recommends premium pay or fails to reach agreement, the



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

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

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

**Section Eight.** The State shall:

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

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

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

(d) promptly notify the Union of all accidents involving serious personal injury or death; and, also, provide copies of any of the following records upon the request of the Union: Supplementary Record of Occupational Injuries and Illnesses, OSHA Number 101 or equivalent; Log and Summary of Occupational Injuries and Illnesses, OSHA Number 200; Annual Occupational Injuries and Illnesses Survey, OSHA Number 200-S.

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

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

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

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

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

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

NP-2 2016 Successor Contract Sign-Offs

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

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

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

*Chris O'Neil*      5/13/16  
Union                                  Date

*[Signature]*      5/13/16  
State                                  Date

## Article 20

### Compensation

#### Section One. General Wage Increases.

(a) For the first two years of this Agreement (July 1, 2011 through June 30, 2013), there shall be no increases in the salary schedules of Appendix C. The salary schedule in effect for 2010-2011 shall remain in effect for these years.

(b) Effective the payroll period that includes July 1, 2013, there shall be a three percent (3%) increase for all employees in base annual salaries. This increase is reflected in Appendix C.

(c) Effective the payroll period that includes July 1, 2014, there shall be a three percent (3%) increase for all employees in base annual salaries. This increase is reflected in Appendix C.

(d) Effective the payroll period that includes July 1, 2015, there shall be a three percent (3%) increase for all employees in base annual salaries. This increase is reflected in Appendix C.

(a) There shall be no general wage increase paid to any bargaining unit employee for the 2016-17 and the 2017-18 contract years.

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

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

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

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

(gf) The entry level rates for Durational employees for salary groups one (1) through twelve (12) shall be ten percent (10%) below Step 1 for each group in each year of this Agreement for the first 944 979 hours of work (excluding overtime). After 944 979 hours of work Durational employees will be paid the full amount of Step one (1) and if employment continues will be eligible for annual increases to the same extent as a permanent employee.

**Section Two** (a). Employees hired between January 1 and June 30 of any year shall receive their first annual increment in the January next following the date of hire. Employees hired between July 1 and December 31 of any year shall receive their first annual increment in the second next January following the date of hire. Employees will continue to be eligible for and receive annual increments in accordance with existing practice and paid accordingly in the pay period which would include July 1 and/or January 1, based upon the employee's anniversary date for the 2008-2009 and the 2009-2010 contract years. There shall be

*Carla O'Hull*  
7/5/17

*[Signature]*  
6/30/17

no annual increment paid for the 2010-2011 contract year. The annual increment for the 2011-2012 contract year shall be delayed by three months until the pay period following October 1 or April 1 as appropriate.

(b) Effective July 1, 2007 employees at their top step shall receive a lump sum payment equal to two and one-half (2.5%) percent of their base annual salary in each contract year in which they do not receive an annual increment. The lump sum payment shall be paid on the paycheck dates when increments are paid (e.g. January 1 or July 1) and may be denied for a "less than good" service rating. There shall be no lump sum payment made for the 2010-2011 contract year. The lump sum payment for the 2011-2012 contract year shall be delayed by three months until the pay period following October 1 or April 1 as appropriate.

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

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

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

**Section Three.** (a) The Safety Shoe allowance provided under Article 19 (Safety) shall be \$425<sup>135</sup>.00 (one-hundred twenty<sup>thirty-five</sup> dollars). Effective July 1, 2009, the current safety shoe allowance shall be increased by ten (\$10.00) dollars.

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

*Carla J. O'Halloran*  
7/5/17

*[Signature]*  
6/30/17

Proposal No. 13

Article 20  
Compensation

Section One. General Wage Increases.

Currently (g) The entry level rates for Durational employees for salary groups one (1) through twelve (12) shall be ten percent (10%) below Step 1 for each group in each year of this Agreement for the first 914-979 hours of work (excluding overtime). After 914-979 hours of work Durational employees will be paid the full amount of Step one (1) and if employment continues will be eligible for annual increases to the same extent as a permanent employee.

*Carap. O'Sullivan*  
6/19/17

*[Signature]*  
6/19/17

**Article 21**  
**Group Insurance**

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

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

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

Cara O'Neil 5/13/16  
Union Date

[Signature] 5/13/16  
State Date

**Article 22**  
**Longevity**

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

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

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

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

\* As explained, in the interest of proceeding to an overall agreement, both parties have agreed to proceed with contingent tentative agreements. These contingent tentative agreements shall not constitute past practice, precedent, or be included as part of bargaining history unless an overall Agreement is reached. Additionally, these contingent agreements will not be used as evidence in any proceeding between the parties, including, but not limited to, binding interest arbitration, or in any way prejudice either party's position with respect to the successor agreement.

*Chris J. O'Neil*  
6/30/17

*[Signature]*  
6/28/17

**Article 24**

**Retirement**

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

Chris O'Hall 5/13/16  
Union Date

LR 5/13/16  
State Date



Union Counter to State Proposal No. 16

Article 25

Class Reevaluations/SCOPE/Objective Job Evaluation (OJE)

Pursuant to the 2011 SEBAC Agreement:

The parties have agreed that the current practice for five (5) year reviews will continue and OJE adjustments may be resolved for jobs which the Union believes have substantial changes in duties through interim bargaining and, if necessary, arbitration (rather than through the Master Evaluation Committee (MEC). This will be applied to all OLR OJE-covered units. New positions will be subject to bargaining and arbitration one year after their creation. No new costs created by bargaining or arbitration shall take effect before July 1, 2013.

The procedure set forth in this Article supersedes the provisions of 5-200(p) relative to the right of the employees or the representatives to appeal for Class reevaluation (upgrading):

Class Reevaluation Hearing Process for Classes Studied under the Willis Point System:

Class Reevaluation Process:

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 a Master Evaluation Committee conference within sixty (60) days. This timeframe may be extended for an additional thirty (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. The Union has 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 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.

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

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*Carla D'Amico 4/28/17*

*[Signature] 4/28/17*

State Counter to Union Proposals # 44, #45, & #46 (5/30/17)

Article 26

Temporary Service in a Higher Class

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

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

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

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

**Section Five.** In the event the Commissioner of Administrative Services disapproves the requested assignment on the basis of his/her judgment that the assignment does not constitute temporary service in a higher class, the employee shall continue working as assigned with recourse under the appeal procedure for reclassification but not under the grievance and arbitration procedure. The form certifying the assignment will specify the rights and obligations of the parties under Sections Four and Five.

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

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

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

*Cara J. O'Neill*  
6/15/17

*[Signature]*  
6/14/17

**Union Proposal # 7**

**Article 27-Permanent Part-Time Employees**

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

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

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

\* As explained, in the interest of proceeding to an overall agreement, both parties have agreed to proceed with contingent tentative agreements. These contingent tentative agreements shall not constitute past practice, precedent, or be included as part of bargaining history unless an overall Agreement is reached. Additionally, these contingent agreements will not be used as evidence in any proceeding between the parties, including, but not limited to, binding interest arbitration, or in any way prejudice either party's position with respect to the successor agreement. This provision shall become effective no sooner than 8/1/17 and all relevant related and pertinent outstanding active grievances shall too be resolved via this agreement, prospectively.

*Craig O'Kull*

6/15/17

*[Signature]*  
6/14/17

**State Counter to Union Proposal # 8 (6/17/17)**

**Article 27-Permanent Part-Time Employees**

**-New Section-**

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

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

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

\*This provision may prove to be the actual language agreed upon between the parties however is currently conceptual in order to preserve and reflect the state-wide discussed and agreed upon language concerning snow days. Nevertheless, all relevant related and pertinent outstanding active grievances shall too be resolved via the agreement of this provision, prospectively.

*Lara O'Sullivan*  
6/19/17

*[Signature]*  
6/19/17

## Article 28

### Vacation

**Section One.** (a) Employees who were on the payroll June 30, 1977 and who have continued their employment without interruption, shall continue to earn paid vacation credits according to Regulation 5-250-2 except that employees who have completed twenty (20) years of service shall earn paid vacation credits at the rate of one and two-thirds (1-2/3) work days for each completed calendar month of service.

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

0-5 years, One (1) day per month; over 5 and under 20 years, one and one-quarter (1 1/4) days per month; over 20 years, one and two-thirds (1-2/3) days per month.

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

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

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

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

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

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

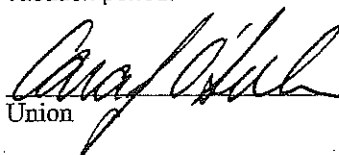
Vacation schedules of employees shall be conspicuously posted by the department, agency, institution or other local operating unit no later than April 30 of each year.


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

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

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

**Section Six.** Upon written request to the agency, no later than three (3) weeks prior to the commencement of a scheduled vacation period, an employee shall receive such earned and accrued pay for vacation time as he/she may request, such payment to be made prior to the commencement of the employee's vacation period. Such advances shall be for the period of not less than one (1) pay week and shall not exceed the length of the employee's scheduled vacation period.

 4/28/17  
Union Date

 4/28/17  
State Date

Proposal No: 18

Forma

Forma

Article 29

Sick Leave

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

Forma

(1) When incapacitated from performing work due to illness or injury;

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

Forma

(3) In the event of death in the immediate family when as much as three (3) working days leave with pay shall be granted for each occurrence. Immediate family means husband, wife, father, mother, ~~domestic partner~~, sister, brother or child and also any relative who is domiciled in the employee's household. A domestic partner is a person who has qualified for domestic partnership benefits under the parties' pension and health care agreement.

Forma

*Carla J. O'Sullivan*  
6/19/17

*[Signature]*  
6/19/17

Article 31

Leave Balances

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

Carol O'Sullivan 5/13/16  
Union Date

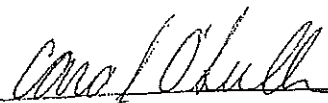
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State Date

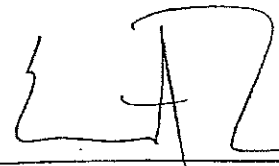
Proposal No. 20 (Revised 8/22/16)

Article 32  
Paid Leave Conversions

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

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

  
Union 10/31/16

  
10/31/16



Proposal No. 21

Article 33  
Holidays

Section Two.

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

*Caraf. O'Hall*  
6/19/17

*LTZ*  
6/19/17

Article 34

Civil Leave and Jury Duty

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

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

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


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

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

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

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

 5/13/16  
Union Date

 5/13/16  
State Date

**Article 35**

**Military Leave**

A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for active duty for required field training, (which shall include weekend drills and related training assignments and assemblies), provided such leave does not exceed three (3) calendar weeks in a Military Training Year (October 1 to September 30). Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. Employees who are members of the armed forces of any state or of any service component of the armed forces of the United States and who has been called to active service in the armed forces of any state of the United States for Operation Enduring Freedom, Operation Noble Eagle, a related emergency operation or a military operation whose mission was substantially changed as a result of the attacks of September 11, 2001, shall be entitled to any additional benefits as provided in Special Act. No. 01-1 adopted in the November 13, 2001 Special Session of the General Assembly. During such leaves outlined above, the employee's position shall be held, and the employee shall be credited with such time for seniority purposes.

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

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

Chris D. Hull 5/13/16  
Union Date

[Signature] 5/13/16  
State Date

## Article 36

### Pregnancy, Maternal and Parental Leave

**Section One.** Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion, childbirth or maternity, defined as the hospital stay and any period before or after the hospital stay certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job, may be charged to any accrued paid leaves. Upon expiration of paid leave, the employee may request, and shall be granted, a medical leave of absence without pay, position held. The total period of medical leave of absence without pay with position being held shall not exceed six (6) months following the date of termination of the pregnancy. A request to continue on a medical leave of absence due to disability as outlined above must be in writing and supplemented by an appropriate medical certificate. Such requests will be granted for an additional period not to exceed three (3) additional months. If granted, the position may or may not be held for the extended period subject to the appointing authority's decision.

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

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

Cavanah O'Hall 4/28/17  
Union Date

[Signature] 4/28/17  
State Date

Current lang <sup>sf</sup> (10)

Proposal No. 22

Article 37  
Voluntary Leave of Absence

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

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

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

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

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

Anna O'Hara 4/28/17

[Signature] 4/28/17

## Article 38

### Workers' Compensation

**Section One.** Where an employee has become temporarily and totally disabled as a result of illness or injury caused directly by his/her employment, said employee may, pending final determination as to the employee's eligibility to receive Workers' Compensation benefits, charge said period of absences to existing leave accounts, provided the employee so requests. Where a determination is made supporting the employee's claim, State authorities shall take appropriate steps to rectify payroll and leave records in accordance with said determination.

**Section Two.** Upon a final and non-appealable decision by an appropriate State authority that an employee is entitled to receive Workers' Compensation benefits, said employee shall receive his/her first payment no later than four weeks following such determination. Accrued leave time may be used to supplement Workers' Compensation payments up to but not beyond the regular salary, provided that no charges shall be made to such leave time without a signed authorization form from the employee.

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

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

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

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

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

grievable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. The employee will continue to accrue retirement and seniority credits, as per Connecticut General

NP-2 2016 Successor Contract Sign-Offs

Statutes 5-161(f) and 154(m)(l) while he/she is receiving Workers' Compensation benefits.

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

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

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

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

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

Chris O'Hall 5/13/16  
Union Date

[Signature] 5/13/16  
State Date



## Article 39

### Transfer or Separation Due to Infirmities

**Section One.** When an employee has become physically or mentally incapable of the safe or efficient performance of the duties his/her position by reason of infirmities or other disabilities, the appointing authority may attempt to transfer the employee to less arduous duties. In order to facilitate the search for such duties prior to the commencement of the search, the employer shall notify the employee that a search is about to be undertaken and shall provide the employee with an opportunity to meet in order to prepare a list of the employee's skills and previous work experience. If a position is found to which the employee is transferred, there shall be a three (3) month probationary period during which the employer may review whether the employee's disability prevents him/her from performing the job in a safe and/or efficient manner.

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


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


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

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

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

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

 4/28/17  
Union Date

 4/28/17  
State Date

Article 40

**Absence from Work Due to Emergency**

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

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

Cona O'Sullivan 5/13/16  
Union Date

[Signature] 5/13/16  
State Date

**State Counter to Union Proposal #47 (6/14/17)**

**Article 42**

**Meals Policy**

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

6:00 a.m.	Breakfast	<del>\$6.50</del> \$7.50
Noon	Lunch	<del>\$8.50</del> \$9.50
6:00 p.m.	Dinner	<del>\$14.00</del> \$15.00

~~Effective July 1, 2009 the meal allowance shall be increased by one (\$1.00) dollar for each meal.~~

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

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

\* As explained, in the interest of proceeding to an overall agreement, both parties have agreed to proceed with contingent tentative agreements. These contingent tentative agreements shall not constitute past practice, precedent, or be included as part of bargaining history unless an overall Agreement is reached. Additionally, these contingent agreements will not be used as evidence in any proceeding between the parties, including, but not limited to, binding interest arbitration, or in any way prejudice either party's position with respect to the successor agreement.

*Cara J. Odell*  
6/15/17

*[Signature]*  
6/14/17

**Article 43**

**Housing**

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

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

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

Caro / O'dell 5/13/16  
Union Date

[Signature] 5/13/16  
State Date

**Article 44**

**Maintenance and Service Unit Work**

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

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

Craig O'Neill 5/13/16  
Union Date

[Signature] 5/13/16  
State Date

Article 45

Job Classifications

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

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

Cara J. Hull 5/13/16  
Union Date

[Signature] 5/13/16  
State Date

Proposal No. 25 (Revised 12/16/16)

Article 46  
Uniforms and Equipment

~~Section One.~~ During the life of this Agreement, the State will not increase the cost to employees for uniforms and equipment.

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

Conrad O'Neil 4/3/17  
Union Date

[Signature] 4/3/17

Proposal No. 26

Article 47  
Newgate Prison

See "Memorandum of Understanding" pertaining to Newgate Prison that is  
appended to this Collective Bargaining Agreement.

COMMISSION ON CULTURE AND TOURISM – NEWGATE PRISON

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

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

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

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

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

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

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

*Carla/Chal*  
8/3/16

*LT*  
8/3/16



governed by the terms of this section.

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

7. Work Schedules / Seasonal Work Year: The standard schedule for employees of the Newgate Prison shall be 35 hours per week (Effective 7/4/97 37 ½ hours). The seasonal work year shall be determined by the employer but generally may be expected to fall between May and November of each calendar year.

In the event of a reduction in normal general operating hours, available work hours shall be allocated first to employees in the guide classification. Summer workers shall not be used to reduce the hours of the guides. This provision shall be without precedent and shall be confined solely to Newgate Prison operations. Payment of overtime shall be accomplished in accordance with the Federal Fair Labor Standards Act.

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

9. Compensation Structure:

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

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

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

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

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

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

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

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

*[Signature]*  
Union 8/3/16

*[Signature]*  
State 8/3/16

Proposal No. 27 (Revised 4/5/17)

Article 48

Drawbridge and Rest Areas

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

(d) No employee shall be involuntarily transferred, assigned or demoted to the

*Anna O'Sullivan 5/1/17*

*[Signature]*  
clm

DOT Attendant job classifications.

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

(f) ~~During the term of this Agreement, ConnDOT shall continue to staff/operate three shifts, seven days a week, 24 hours a day at the rest areas.~~ Drawbridge operations will be determined by U.S. Coast Guard procedures. Voluntary overtime will be distributed among Attendants in the following order, with each category being exhausted before the next is used: (1) From the same Drawbridge/Rest Area; (2) From the same District; (3) From any qualified Attendant; and (4) From any qualified back up operator. If there are no volunteers, overtime will be assigned by inverse seniority. Only properly trained back-up operators may be assigned to the drawbridge/moveable bridges.

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

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

(i) Any employee who retires, ~~while this Agreement is in effect~~ per the memorandum of agreement specific to this subsection between the parties, signed ~~April~~ 2017 and who elected a voluntary reassignment to either the DOT Rest Area Attendant or the DOT Drawbridge Attendant classification shall for purposes of retirement calculation have all salary imputed as if he/she had continued in the job classification held prior to reassignment. Such imputation shall resume automatic progression to the maximum step for the applicable classification. The imputation shall be required for all salary routinely paid on a

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WO

Cara O'Hall 5/1/17

5/1/17

state payroll that is recognized for retirement purposes, including but not limited to regular biweekly salary, overtime, shift differential, longevity payments, payments for accrued vacation time. No employee retirement contributions shall be due on the imputed amount.

~~(j) The Department of Transportation Rest Area Attendant job specification should be read, discussed and understood by all Supervisors involved.~~

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

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

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

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

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

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

*Carap. Odulk 5/1/17*

*[Signature]*  
5/1/17

Proposal No. 44 (Revised 4/28/17)

Article 49  
Snow and Ice Assignments

**Section One.** (a) Annually, prior to November 1, the employer shall designate those employees having a snow and ice control or removal assignment or related assignment. Employees whose normal duties are not related to snow and ice control or removal work shall not be designated for such assignment. (b) Snow and ice control or removal or related assignments shall not be added to job specifications during the term of this Agreement without negotiation with the Union.

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

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

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

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

*Carla O'Sullivan* 5/1/17

*[Signature]*  
5/1/17

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

Section SixFive. Qualified Craft Worker at DOT & CAA

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

*Carap. O'Hall 5/1/17*

*LFZ*  
*5/1/17*

Proposal No. 45 (4/28/17- Current language)

Article 50

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

**Section One.** There is no standby requirement for employees with a snow and ice assignment. No employee will be subject to disciplinary action for failing to remain at home awaiting a notice to report for emergency snow and ice work. This means if an employee is called by his/her supervisor for emergency work and he/she is not available, no disciplinary action will be taken against him/her. However, if an employee is contacted by his/her supervisor and he/she fails to report, without an acceptable reason, he/she may be subject to disciplinary action.

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

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

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

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

*Carla Adulh 5/1/17*

*LF 5/1/17*

Proposal No. 46 (Revised 4/6/17)

Article 51  
Truck Assignments

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

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

(a) When operating a truck in a known "dead communications area" preventing two-way radio communications or when a truck is operationally needed and its radio is inoperable.

~~(b) When operating a truck equipped with a wingplow and the wingplow is to be utilized.~~

~~(c) When operating a truck in selected congested urban areas or remote rural areas. When operating a single truck during rush hour in congested urban areas.~~

~~(d)~~(b) Other additional situations also determined by management.

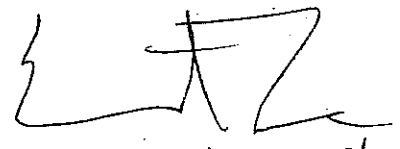
Prior to assigning an employee the operation of a truck equipped with a wingplow, he/she shall have been trained in the DOT Single Operator Plowing Program.

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

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

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

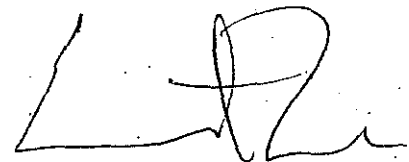
*Anna Okuh 5/1/17*





in the immediate vicinity.

Cara J O'Hale 3/1/17

  
5/1/17

Article 52

Rest Periods During Extended Work or Operations

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

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

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

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

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

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

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

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

*Cara J. Chubb* 5/1/17

*[Signature]* 5/1/17

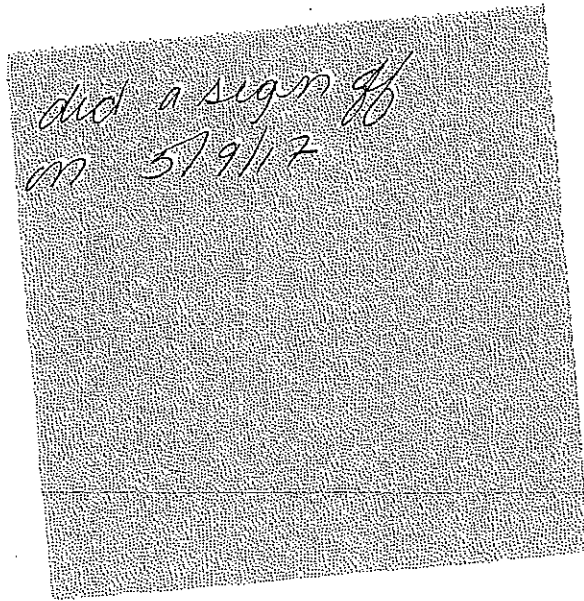
State Counter to Union Proposal #14 (4/28/17)

**Article 54**


**Exclusion from Hazardous Assignment**

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

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



*Carla O'Sullivan*  
7/5/17

  
6/30/17

Proposal No. 48

Article 55

Vehicle Assignments/Phone Calls

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

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

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

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

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

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

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

*Carla P. O'Neil*  
6/19/17

*[Signature]*  
6/19/17

(a) ~~Effective July 1, 1989, a~~ All Electronic Technicians employed by the Department of Public Safety shall be issued ~~"beepers"~~ an electronic device to facilitate emergency call-ups during off duty hours.

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

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

(d) (Union proposal #16 language agreed upon contingently 6/15/17)

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

#### Section Seven. On-Call Assignments.

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

1. An agency or facility (hereinafter referred to as "agency") which determines a need for Maintenance (NP-2) employees to be placed on "standby" or "on-call" while off-duty (hereinafter simply "on-call") will identify in writing the job classification and function for the on-call assignment and the number of employees needed.
2. The agency may have one primary on-call individual (generally a supervisory employee) with a secondary employee(s) designated on-call during the primary's vacations or other absences. Alternatively, the agency may have the on-call responsibility shared by two or more employees who rotate the assignment on a weekly or biweekly basis. If an agency has determined a need for on-call assignments in several classifications or functions (e.g. electrical and plumbing Qualified Craft Workers; residential maintenance and wastewater treatment plant), the on-call assignments will be separately determined and handled.

*Caraf. Mulla*

6/19/17

*LFZ*  
6/19/17

3. The agency will solicit volunteers in writing within the designated classification(s) prior to assigning employees involuntarily. If there are insufficient volunteers, the agency will make the on-call assignment in the designated classification(s) and function based on inverse seniority. If more employees volunteer than initially requested, the agency may increase the number in the on-call rotation or with secondary assignment and/or the agency will select based upon seniority from among employees in the same classification who have permanent status in the classification.
4. The agency shall provide three (3) weeks advance written notice of a new on-call program to the Union and the affected employees.
5. While on-call, the employee will be provided with a response device as defined in Article 55, Section Six(e) (e.g. cell phone, beeper, pager, etc.) and will be expected to reply by telephone to a page or call within 15 minutes. The employee will be compensated for the on-call assignment as provided in Article 55, Section Six (d). If the situation requires a worker to report to the facility, the on-call employee would be expected to assess the situation and then report to the facility or contact another employee or employees to report to the facility to handle the situation.
6. An employee who is issued a response device for purposes of on-duty contact will not be considered as having an off-duty on-call assignment unless the employee is notified of the on-call requirement in writing. The fact that an employee is not required to turn in the response device at the end of the workday does not mean that the employee will be considered on-call. These provisions, however do not change the employee's responsibility to report for work in the case of emergencies, weather extremes, or other reasons if contacted via his/her personal phone number(s).
7. On-call employees who are required to report to work and those who are not on-call but who are required to work under paragraph 6 shall be compensated in accordance with Article 18, Section Sixteen (c).
8. An employee who volunteers for the on-call assignment and who fails to reply or to report when contacted without reasonable justification may be removed from the assignment. Employees will be notified of this provision either in the solicitation for volunteers or the notice of the on-call assignment or otherwise in writing prior to the instance which results in his/her removal from the assignment. After six months, the employee may apply to be reinstated to the on-call assignment. The decision to cancel or to not reinstate the employee's on-call status shall not be grievable or arbitrable.
9. An employee who is assigned the on-call requirement and who fails to reply or to report when contacted without reasonable justification may be subject to progressive discipline up to and including dismissal, which will be subject to appeal as provided in the NP-2 contract.
10. The decision to institute an on-call program and the designation of the number of employees, job classification(s) and function(s) to be assigned shall be the prerogative of the agency.

*Caraf Oshu*  
6/19/17

*LFZ*  
6/19/17

11. If an agency determines that the institution of its on-call program would require different terms than those described in this agreement, the agency will notify the Office of Labor Relations, which shall seek voluntary discussions with the Union. If no agreement is reached upon a different agreement or different terms, the agency's on-call program will follow the terms of this agreement.
12. ~~This agreement~~ These on-call procedures shall not apply to the Department of Transportation employees with voluntary beepers as described in Article 55, Section Six (c) or the Department of Public Safety employees issued beepers pursuant to Article 55, Section Six(a) and (b).
13. ~~This agreement~~ These on-call procedures shall not apply to any previously established on-call arrangements and procedures in the Department of ~~Mental Retardation~~ of Developmental Services, the Department of Mental Health and Addiction Services, or the University of Connecticut or to the expansion of those arrangements to other employees in those Departments, unless Department or UConn chooses to use these procedures for its on-call programs.
- ~~This agreement shall not be considered as any admission of any statutory or contractual violation by the State of Connecticut or the affected agencies or their officials or managers.~~
- ~~This agreement is without precedent for any other situations between the parties.~~
- ~~Disputes regarding the application or interpretation of this agreement shall be addressed through the NP-2 contract grievance procedure.~~
- ~~This agreement shall remain in effect for the duration of the current NP-2 contract and until implementation of the successor contract. Either party may negotiate for its continuation, elimination, or modification during the successor contract negotiations to the extent provided by law.~~

of Developmental  
Services  
(30) 6/22/17  
EF 6/22/17

*Caray Mull*  
6/19/17

*LF*  
6/19/17

Union Proposal #16-amended 5/26/17

Article 55 Vehicle Assignments/Phone Calls

Section Six.

(d) Within the University of Connecticut, University of Connecticut Health Center, Department of Mental Health and Addiction Services and the Department of Mental Retardation/Development Services management at local facility or site location may determine a requirement to designate individuals by job classification and function as on-call/standby status. Such designation obligates the designated employee to be available and to respond in the event of a call. Employees designated to this on-call/standby status shall be compensated at the rate of \$1.00 per hour for each hour so assigned. ~~Notwithstanding the duration of any on-call/standby assignment, such compensation shall not exceed \$100.00 per work week.~~

\* As explained, in the interest of proceeding to an overall agreement, both parties have agreed to proceed with contingent tentative agreements. These contingent tentative agreements shall not constitute past practice, precedent, or be included as part of bargaining history unless an overall Agreement is reached. Additionally, these contingent agreements will not be used as evidence in any proceeding between the parties, including, but not limited to, binding interest arbitration, or in any way prejudice either party's position with respect to the successor agreement.

*Carla P. O'Neill*  
6/15/17

*[Signature]*  
6/14/17



Article 56

Deferred Compensation

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

Casa/Orrell 5/13/16  
Union Date

[Signature] 5/13/16  
State Date

Article 58

Damage to Personal Property

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

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

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

Chris J. O'Hara 5/13/16  
Union Date

[Signature] 5/13/16  
State Date

**Article 59**

**Volunteer Fire or Ambulance Duty**

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

Barry O'Sullivan 5/13/16  
Union Date

[Signature] 5/13/16  
State Date

**Union Proposal # 53**

**Article 60**

**Miscellaneous**

**New Section**

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

*Cara J. Oshulh*  
6/15/17

*[Signature]*  
6/14/17

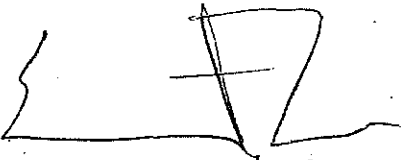
**State Counter to Union Proposal #58 (4/28/17)**

**\*New Article\***

**Mutual Aid**

- (a) Annually, prior to November 1, the employer shall ~~may~~ solicit a list of volunteers for "Mutual Aid" assistance in the event that such aid is needed by any State, Municipality, or other requesting entity. Such list shall be maintained in seniority order.
- (b) Upon activation of a Mutual Aid event, the employer shall assess the nature of the operation and determine what assistance if any will be provided in terms of staff and equipment. Based upon an assessment by the employer to send aid, the employer shall assign those employees, in rotational seniority order to the extent practicable, who normally operate the selected/specialty equipment or who possess certain skill sets from the facility or facilities are on such list in rotational seniority order designated to provide such aid. The Mutual Aid volunteer list shall not be interpreted to restrict management's rights in any manner.
- (c) Any overtime hours worked by employees who perform mutual aid shall be reported back to their facility for purposes of overtime equalization.

*Carol O'Hall 5/1/17*

  
5/1/17

**Article 61**

**Indemnification**

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

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

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

Bara J. Sullivan 5/13/16  
Union Date

[Signature] 5/13/16  
State Date

**Article 62**

**Supersedence**

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

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

*Anna O'Hall* 5/13/16  
Union Date

*LIZ* 5/13/16  
State Date

Article 63

Legislative Action

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

Chris O'Hall 5/13/16  
Union Date

[Signature] 5/13/16  
State Date




**Article 64**

**Savings Clause**

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

 5/13/16  
Union Date

 5/13/16  
State Date

Article 65  
Duration of Agreement

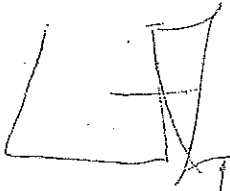
This agreement shall be effective on July 1, ~~2008-2016~~ and shall expire on June 30, ~~2012~~2021.

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

Negotiations for the successor to this Agreement shall commence with the timetable established under Connecticut General Statute, Section 5-276a(a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.

\* As explained, in the interest of proceeding to an overall agreement, both parties have agreed to proceed with contingent tentative agreements. These contingent tentative agreements shall not constitute past practice, precedent, or be included as part of bargaining history unless an overall Agreement is reached. Additionally, these contingent agreements will not be used as evidence in any proceeding between the parties, including, but not limited to, binding interest arbitration, or in any way prejudice either party's position with respect to the successor agreement.

*Cara J. O'Halloran*  
6/30/17

  
6/28/17

Proposal No. 37 (4/28/17 Current language)

DOT Electrical  
Memorandum of Understanding

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

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

*Greg Shull* 5/1/17

*[Signature]*  
5/1/17

Proposal No. 38 (Revised 4/28/17- Current language)

DOT Ferry First Mates  
Memorandum of Understanding

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

*Carol Schull* 5/1/17

*[Signature]*  
5/1/17

Proposal No. 51 (Revised)

(New proposed language and incorporate into an article or make own article and turn into contract language)

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

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

1. The parties agree that winter work assignments are a condition of employment for the staff of the Ferry Service, whose primary job is the operation, care and maintenance of the Connecticut River Ferry service fleet.
2. The parties agree that there are three (3) separate components of the winter work assignments:
  - Snow and ice assignments that mandate call in/call back response to winter storm/icing conditions at designated reporting stations at the General Aviation Airports in the State.
  - Maintenance assignments of a general nature at designated reporting stations at the General Aviation Airports in the State.
  - Maintenance assignments involving general upkeep and rehabilitation of the ferries at their off season storage/maintenance location or administrative assistance at the State Pier.
3. Each Ferry Captain/Mate not expressly assigned for temporary alternate work assignments at the general aviation airports or on snow and ice call in will report to the Ferry off season storage maintenance location for regular workday upkeep and rehabilitation of the boat as assigned.
  - a. The availability of staff of the Ferry Services for temporary alternate winter work assignments at the general aviation airports will be determined by the Ferry Services Coordinator (or his/her functional equivalent).
  - b. Any such assignment to one of the general aviation airports shall be for legitimate work tasks as determined by the airport manager.
4. Each Ferry Captain/Mate agrees to respond to a designated reporting station for snow and ice call in/call back as required by winter storm/icing conditions.
  - a. On a rotating basis, two (2) employees, including at least one (1) captain, at each ferry pier shall be excluded from snow and ice call in/call back and temporary alternate work assignments at the general aviation airports each year during the winter snow and ice season. This exclusion and rotating schedule shall be administered yearly to Connecticut River Ferry Services employees on an equitable basis.
5. The Department agrees to grant vacation requests of five (5) days or more to

*Paul Stuh* 5/1/17

*[Signature]*  
5/1/17

all Ferry personnel during the off-season, provided vacations are pre-scheduled at least two weeks in advance. Vacation requests of less than five (5) days are subject to supervisory approval as per Article 28 "Vacation" of the NP-2 Contract.

6. ~~The Department agrees to provide background checks, badges and all necessary/essential training to Ferry personnel so as not to violate any state and/or federal regulations.~~
7. ~~When directed to travel to or from any designated temporary alternate work assignment, the employee shall be provided a State vehicle or, if the employee uses his personal vehicle, shall be reimbursed as provided in Article 57 of the contract between the parties.~~
- a. ~~The parties agree that each Ferry Captain/Mate's permanent work station is the designated State Pier to which he/she is assigned during the ferry season.~~
8. ~~This Agreement is written with prejudice and without precedent involving any other dispute between the parties. It shall not be admissible in any proceeding except to address the winter work assignments of the State of Connecticut River Ferry Services employees.~~

Signed December 2004

1. The parties agree that winter work assignments are a condition of employment for the staff of the Ferry Service, whose primary job is the operation, care and maintenance of the Connecticut River Ferry service fleet.
2. The parties agree that there are three (3) separate components of the winter work assignment:
  - a. Maintenance assignments involving general upkeep and rehabilitation of the ferries at their off-season storage/maintenance location;
  - b. Snow and ice assignments that mandate call-in/call-back response to winter storm/icing conditions at designated reporting stations at Highway Operations maintenance garages within an approximate 20-mile radius of the employee's home;
  - c. Maintenance assignments of a general nature at designated reporting stations at Highway Operations maintenance garage within an approximate 20-mile radius of the employee's home.
3. The availability of staff of the Ferry Services for temporary alternate winter work assignments will be determined by the Transportation Transit Manager, or designee by job classification and in order of greatest to least seniority.
  - a. Staff of the ferry service not expressly assigned for temporary alternate winter work assignments as indicated in item 2b and c above will report to their respective Ferry office for regular workday duties as assigned.
  - b. Staff of the Ferry Service available for alternative winter work assignment shall designate an alternate winter work assignment preference by September 1 of each calendar year. Winter assignments will be confirmed by Highway

*Carol O'Hallahan 5/17/17*

*[Signature]*  
5/11/17

Operations by October 15 of each calendar year. Staff of the Ferry Service shall respond to a designated reporting station for snow and ice call-in/call-back as required by winter storm/icing conditions.

c. Any alternative winter work assignment shall be for legitimate work tasks as determined by the Maintenance Garage Supervisor and/or the respective Ferry Master Captain.

4. The Department agrees to grant vacation requests of five (5) days or more to all Ferry personnel during the off-season, provided vacations are requested and pre-scheduled at least two weeks in advance. Vacation requests of less than five (5) days are subject to supervisory approval as per Article 28 "Vacation" of the NP-2 contract.

5. The Department agrees to provide background checks, badges, and all necessary/essential training to Ferry personnel in accordance with CT Department of Transportation policies and any State and/or Federal regulations.

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6. When directed to travel from their ferry location or their designated temporary alternate winter work assignment, the employee shall be provided a State vehicle or, if the employee uses his/her personal vehicle, shall be reimbursed as provided in Article 57 of the NP-2 contract. The parties agree that each Ferry Master Captain/Ferry Captain/Ferry First Mate's permanent work station is the designated Ferry Office to which he/she is assigned during the ferry operating season.

7. It is also agreed that in accordance with the job specification, Transportation Maintainer 2's from garages within a 20-mile radius may be assigned reciprocally to assist with the ferry service on an intermittent daily basis during the summer season. Transportation Maintainer 2's from the identified garages will be given an opportunity to volunteer by April 1 of each calendar year and such reciprocal ferry support may be assigned on a rotational basis from a listing of the Transportation Maintainer 2 volunteers for the summer season of that calendar year. The Volunteer list will be limited to no more than two (2) Transportation Maintainer 2's from each identified garage. Volunteer Transportation Maintainer 2's will be trained to assist the ferry operation. Utilization of Transportation Maintainer 2 volunteers shall only be utilized where all current Ferry Personnel have been offered such work (inclusive of overtime) and there continues to be a shortage of personnel.

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8. This Agreement is written with prejudice and without precedent involving any other dispute between the parties. It shall not be admissible in any proceeding except to address the winter work assignments of the State of Connecticut

*Caraf O'Hall 5/1/17*

*[Signature]*  
5/1/17

River Ferry Services employees.

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9. This Agreement is written with prejudice and without precedent involving any other dispute between the parties. It shall not be admissible in any proceeding except to address the Connecticut River Ferry Services employees work assignments.

*Carla O'Hall 5/1/17*

*LFZ*  
5/1/17



State Proposal No. 52 (Revised 5/1/17)  
(New proposed language and incorporate into an article or make own article and  
turn into contract language)

DOT/CAA Maintainer 1-2  
Stipulated Agreement

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

Part 1

1. The parties have agreed to change the practice regarding postings and appointment to vacancies in the DOT Maintainer 1 and 2 job classifications as follows.
2. The parties also agree there will be some vacant positions which are appropriately classified as DOT Maintainer 1 and will not be part of this agreement. The determination of such positions shall be at the sole discretion of DOT.
3. On or before August 15, 2005 DOT will post agency wide to solicit and compile a list of current NP-2 DOT Maintainer 2's seeking a lateral transfer and DOT Maintainer 3's, 4's and QCW, Crewleader and Supervisors seeking a demotion to DOT Maintainer 2. Employees shall submit DOT application (PER-001) no later than August 26, 2005 indicating their first, second and third choice for such location change to DOT Personnel. Demotions and Transfers will be considered for this process, although at this time there is a dispute over if there is a contractual requirement for demotions implicit in Article 15 of the NP-2 contract.
4. On or about September 7, 2005 DOT will provide CEUI a list of transfer requests or copies of all transfer requests submitted in accordance with the August 15, 2005 "DOT Maintainer 2 Posting".
5. The parties agree that current requirements for appointment, i.e. 1520-mile radius from home for Transportation Maintainers and 30 mile radius from home for electrical, bridge, signs & markings, and repair staff, special skills needed for certain locations such as the airports and electrical, FAA clearance where applicable, etc. continue to apply to appointment decisions.
6. On or about September 14, 2005 DOT will provide CEUI with a staffing list indicating the number of desired DOT Maintainer 1 and DOT Maintainer 2 positions that are needed at each work location.
7. A one time "2005 Work Location Job Fair" ("Job Fair") shall be held on Friday September 16, 2005 at CEUI Headquarters for all current qualified DOT

Cona / O'Hall 5/11/17

5/11/17

- Maintainer 1's in positions determined to be at the level of DOT Maintainer 2. Current DOT Maintainer 1's with NP-2 contractual re-employment rights choose first, the remaining order of selection will be determined by the NP-2 Contractual seniority rights. This process may result in employees not getting their preferred selection.
8. All selected demotions/transfers/promotions will be effective the pay period following the Job Fair.
  9. A transfer as the result of this Job Fair will not count as an employee initiated transfer. After the Job Fair, any future employee initiated transfers will be handled in accordance with Article 15, Section 2.
  10. DOT Maintainer 1's who will have completed a minimum of twelve (12) months of service as a DOT Maintainer 1 on or before September 30, 2005 will be reclassified to DOT Maintainer 2's effective September 30, 2005. The remaining employees will be identified as "under fill" at the level of DOT Maintainer 1 until they meet the one year anniversary of active employment at which time they will be appointed effective the following pay period to the DOT Maintainer 2 level.
  11. The parties agree that location selections will not violate any previously agreed upon restrictions for employees working together, and such prior agreed restrictions will control the employee's location selection.

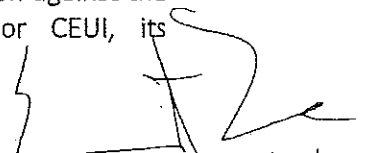
Part 2

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

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

CEUI and its members agree not to file or pursue any legal action against the State of Connecticut, its representatives or employees or CEUI, its

*Carol A. Hull* 5/11/17

  
5/11/17

representatives or employees in any forum as a result of this agreement, except to enforce the terms of this agreement.


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

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

Signed September 2005

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

*Carap. Hull*  
5/11/17

  
5/11/17

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

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

WHEREAS, the State of Connecticut (State) and the Connecticut Employees Union Independent (CEUI or Union) have been parties to a series of collective bargaining agreements beginning in 1979 and continuing to the present, and

WHEREAS, said collective bargaining agreements have required the State to deduct union dues and fees from bargaining unit members' paychecks and to forward such deductions to the CEUI, and

WHEREAS, said collective bargaining agreements have required the State to provide the CEUI periodically with reports of bargaining unit members, their personal status and related information, and

WHEREAS, the CEUI has filed various individual grievances against specific State agencies identified below; and

WHEREAS, the parties have agreed in full and final settlement of the claims raised in these grievances to the following:

1. Effective the fifteenth of each month or the first work day thereafter, the Department of Administrative Services (DAS) agrees to make available on CD and hard copy for pickup by CEUI the following CORE-CT generated reports in EXCEL spreadsheet format:
  - a. **NP-2 Monthly Dues Report** containing NP-2 dues information organized under the following column captions for all employees in NP-2 bargaining unit job classifications: *Agency Number; Agency; Employee Name; Employee ID Number; Pay Period End; Trans Code; Dues Deduct and Hrly Rate;*
  - b. **NP-2 Monthly Activity Report** containing employment status information organized under the following column captions for all employees in NP-2 bargaining unit job classifications: *Employee Name; Effective Date; Action Date; Reason; Seq. Number; Agency; Agency Number; Work Location; Job Title; Employee ID Number; Empl Rcd Number; Social Security Number; Appt. Type; Probation Date; Full/Part; Reg/Temp; Hrs/Wk; Sal Plan; Grade; Step; Hrly Rate; Job Entry Date;*
  - c. **NP-2 Statewide Address List** containing the following information organized under the following column captions for all employees in the NP-2 bargaining unit job classifications who have experienced an address change: *Employee ID Number; Employee Name; Title; Agency Number; Agency; Work Location/Division; Effective Date; Address; City; State; Zip Code;*
  - d. **NP-2 Workers' Compensation and Unpaid Leave History** containing the following information organized under the following column captions for all employees in the NP-2 bargaining unit job classifications who have experienced a workers' compensation absence or unpaid leave: *Agency; Agency Number; Name; Empl Number; Empl Rcd Number; Eff Date; Seq. Number; Action Date; Reason.*
2. The above Reports mirror those that were provided to the CEUI on a pilot basis for several months in 2007 prior to the signing of this Agreement. These Reports shall be provided to the CEUI on CD and hard copy and are in replacement of the manual, Agency generated monthly reports that DAS has been compiling and submitting to CEUI.
3. If the CEUI identifies concerns with the required information and submits a description of such concerns to the State, there shall be a prompt meeting between the State and the CEUI to address these concerns.

4. This Agreement is not intended to modify or otherwise affect information that the CEUI may be receiving directly from the Office of the Comptroller.
5. The State and the CEUI may also discuss and mutually agree in writing upon an alternative manner of transferring the information contained within the above referenced Reports from the State to the Union.
6. Should either CEUI or the employing Agency believe that the union dues/fees of an employee have not been deducted correctly, that party shall notify the other of such in writing, indicating the employee's name and the specific nature of the problem. Upon Agency verification of the problem the Agency shall arrange for corrective action with the CEUI and the employee. For example, an employee whose dues have been under-deducted by \$1.00 for six (6) pay periods shall have \$1.00 extra, in addition to the correct dues deduction, for a period of six (6) pay periods.
7. In the event the Agency, including the DAS, intentionally, arbitrarily, or through gross negligence fails timely to provide the information under this Agreement, the State shall be liable to the CEUI for damages incurred by the Union in applying or enforcing the terms of this Agreement. The Union shall be entitled to file a grievance over such issue(s) directly to Step III under the provisions of the NP-2 unit contract. Any arbitration hereunder shall be expedited. To the extent that the State experiences prolonged system failure that interferes with the State's ability to timely generate the Reports, the State shall notify the Union in writing of the issue as soon as it becomes aware of it, including the date of anticipated compliance. To the extent possible, the State will take measures to provide the information in an alternative format until the system is corrected. Under these circumstances, the State shall not be held in violation of this Agreement.
8. In lieu of current contract language the provisions of this Agreement shall supplant Addendum "A" and the language in the parties' labor agreement, effective upon execution of this Agreement as follows:

**TOPIC:**

**Contract Provision:**

Provision of Information

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

Improper dues deduction correction

Art. 6, Sec. 10, Para 4

9. This Agreement is admissible in future proceedings. This Agreement shall not be construed as any admission of any statutory or contractual violation by the State or its agencies
10. This Agreement shall be effective upon signing, and shall be incorporated into the successor agreement to the 2005-08 NP-2 Contract and shall continue in full force and effect unless modified or discontinued by mutual agreement of the parties.
11. ~~The following grievances and other pending grievances on these matters will be considered resolved and withdrawn upon full execution of this Agreement:~~

<u>AGENCY</u>	<u>OLR NO.</u>	<u>UNION CODE</u>
Department of Mental Health and Addiction Services (DMHAS)	06-14396	C-10,447
Department of Revenue Services (DRS)	06-14397	C-10,488
Board of Education and	06-14398	C-10,450

Services for the Blind (BESB) —

Department of Children — 06-14399 — C-10,451  
and Families (DCF)

Department of Consumer — 06-14400 — C-10,452  
Protection (DCP) —

Department of Mental — 06-14401 — C-10,453  
Retardation (now Department  
Of Developmental Services  
(DDS))

Southern CT State — 06-14402 — C-10,454  
University (SCSU)

Department of Transportation — 06-14403 — C-10,455  
(DOT)

Western CT State  
University (WCSU) — 06-14404 — C-10,456

UConn Health Center (UCHC) — 06-14405 — C-10,457

Board of Trustees Community  
Technical Colleges (BTCTC) — 06-14406 — C-10,458

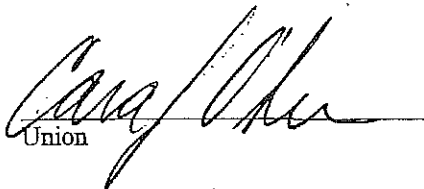
Department of Education (DOE) — 06-14407 — C-10,459

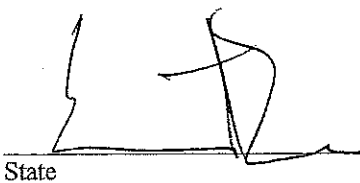
Department of Special — 06-14408 — C-10,460  
Revenue (DSR) —

Department of Veterans  
Affairs (DVA) — 06-14409 — C-10,449

Department of Correction  
(DOC) — 06-14410 — C-10,446

Signed April 2008:

 4/28/17  
Union Date

 4/28/17  
State Date

Union Proposal #4 / State proposal #40


Proposal: Eliminate Grievance Backlog MOU in its entirety

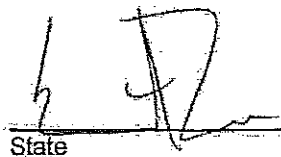
**GRIEVANCE BACKLOG  
MEMORANDUM OF UNDERSTANDING  
Between  
STATE OF CONNECTICUT  
And  
CONNECTICUT EMPLOYEES UNION  
INDEPENDENT, SEIU LOCAL 511 (NP-2 Unit)**

In order to eliminate the backlog of grievances awaiting Step IV of the Grievance Procedure [Arbitration], the State and the Union hereby agree as follows:

1. Within four weeks of legislative approval of this agreement, the State and the Union will meet monthly, unless the parties mutually agree otherwise, to review NP-2 bargaining unit grievances older than one (1) year, with the goal to resolving said grievances. Any individually named grievant shall be released from duty to attend said meeting.
2. The State shall provide a list of not less than ten (10) grievance in date filed order to the Union at least one (1) week before the scheduled meeting date that the parties intend to review and discuss. The Union may request and identify up to five (5) additional grievances in date filed order it wishes to review at said meeting.
3. The parties understand and agree that the goal is to settle at least ten (10) cases per meeting. The settlement discussion meetings shall be deemed by the parties to be settlement discussions. As such, the parties understand and agree that all said discussions, written, and oral communications, any draft resolutions, and any unsigned settlement agreements shall not be admissible in any proceeding involving the parties to this agreement.
4. Agreements shall be immediately reduced to writing, signed and the grievance shall be deemed withdrawn. It is understood and agreed that any resolution of said grievances must be by mutual agreement of the parties. Absent such agreement, the grievance shall proceed through the grievance process pursuant to the collective bargaining agreement.
5. The State and the Union will first begin reviewing pending discharge cases and their accompanying underlying lesser discipline cases, for discharge cases resulting from progressive discipline. Absent an agreement resolving a discharge case, a notice of scheduling the matter will be mailed no later than one month following the date of the meeting between the parties. For discharge cases resulting from progressive discipline, any grievances filed as a result of the underlying discipline shall be combined with the arbitration on the discharge.
6. Secondly, the State and the Union will review all remaining pending backlog cases in date filed order, in attempts to resolve them.
7. All unresolved grievances other than discharge cases shall remain on the list to be scheduled for arbitration in accordance with Article 16, Section 6(b) of the NP-2 Contract.
8. This Agreement shall not be considered as any admission of any statutory or contractual violation by the State of Connecticut or the affected agencies or their officials or managers.
9. This Agreement is without precedent for any other situations between the parties.
10. This Agreement shall remain in effect for as long as the parties [State and Union] deem it necessary to resolve grievances older than one (1) year.

Signed November 2008

  
Union                      5/13/16  
Date

  
State                      5/13/16  
Date

**GRIEVANCE BACKLOG  
MEMORANDUM OF AGREEMENT**

**Between**

**STATE OF CONNECTICUT**

**And**

**Connecticut Employees Union Independent, SEIU Local 511 (NP-2 Unit)**

As part of a labor-management initiative to eliminate the backlog of grievances awaiting Arbitration within Article 16, Section 9 of the Grievance Procedure, the State and the Union hereby agree as follows:

1. In resolution of written warning/reprimand grievances filed through October 1, 2015, identified as the backlog (currently pending arbitration), the written warnings/reprimands are rescinded and shall be expunged from said Grievants' personnel files. Accordingly, said grievances are withdrawn. **(List A Attached.)**
2. In resolution of grievances filed through October 1, 2015, identified as the backlog (currently pending arbitration), for suspensions of ten (10) days or less whereby each such Grievant has not had any repeat infractions/multiple suspension grievances within two years of each other, up through October 1, 2015, the Grievant will be compensated for the number of days previously suspended at the rate in effect at the time of the suspension.

In the above cases whereby the Grievant has been fully compensated for prior suspensions and had not suffered repeat or multiple suspensions within two (2) years of each other, up through October 1, 2015, said suspensions shall be removed from each Grievant's personnel file. **(List B Attached.)**

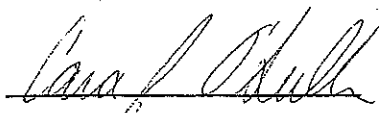
3. In instances of the backlog grievances filed through October 1, 2015 for suspensions ten (10) days or less whereby the Grievant has had repeat infractions/multiple suspension grievances within two years of each other, up through October 1, 2015, the Grievant will be presented with the option to be compensated for one-half (1/2) the number of days previously suspended at the rate(s) in effect at the time of the suspensions. In the event the Grievant refuses such settlement term, their case shall remain in the backlog.

In the above cases whereby the Grievant has been compensated for one-half (1/2) the number of days previously suspended for multiple suspensions within two (2) years of each other, said suspensions shall not be removed from each Grievant's personnel file. **(List C Attached.)**

*NOTE: In cases where a Grievant has been disciplined for having tested positive for controlled substance(s) and/or alcohol in violation of the Federal Motor Carrier Safety Administration (FMCSA), United States Coast Guard (USCG), Federal Railroad Administration (FRA) Regulations, and/or any other regulatory agency where said Grievant's compliance with such regulation(s) is a condition of his/her employment, the Grievant's discipline must remain in his/her personnel file for a period of five (5) years from the date issued.*



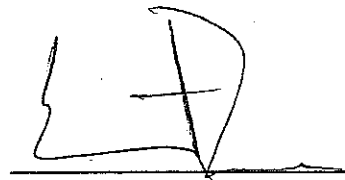
4. With respect to the above referenced cases [written warnings/reprimands and suspensions that qualify for partial and/or full compensation and/or to be rescinded and expunged from the Grievant(s) personnel file], whereby the Grievant(s) also have unresolved backlog unsatisfactory service rating grievances, the Grievant(s) are required to withdraw their respective service rating grievances in order to be afforded the remedy outlined in the above applicable section. In the event the Grievant declines such remedy, all of his/her written warning/reprimand and suspension backlog grievances shall remain part of the grievance backlog. **(List D Attached.)**
5. The Union hereby agrees to perform an internal review process of other outstanding grievances for possible resolution and/or withdrawal, considering factors such as retirement, departure from state service, ability for a remedy, and/or other factors the Union deems relevant. The Union shall provide a list of grievances it shall withdraw or that a proposed settlement may be offered as soon as practicable to the State of such cases. **(List E Attached.)**
6. All grievances addressed in paragraphs 1 through 4 above, shall be considered settled according to the parameters of this Agreement, and shall be withdrawn from the NP-2 grievance backlog upon proof of resolution. Unsettled grievances shall remain on the unresolved backlog grievance list. **(List F Attached.)**
7. The parties agree that any unresolved backlog grievances (currently pending arbitration) but are older than one (1) year shall be considered for mutual submission to the State Board of Mediation and Arbitration (SBMA) for mediation, prior to being arbitrated.
8. The parties agree that any unresolved backlog grievances pending arbitration after the completion of this Agreement, shall be handled in accordance with the NP-2 Collective Bargaining Agreement. Further, the parties shall continue to examine additional backlog grievance settlement opportunities.
9. This Agreement shall not be considered as any admission of any statutory or contractual violation by the State of Connecticut or the affected agencies or their officials or managers.
10. This Agreement is without precedent for any other situations between the parties.
11. This Agreement shall remain in effect for as long as the parties (State and Union) deem it necessary to resolve backlog grievances older than one (1) year.



For the Union

4/3/17

Date



For the State

4/3/17

Date

Proposal No. 31

Memo of Understanding  
Workfare Supervision

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

This language has been in effect since 1993.

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

*Amos Chubb*  
12/16/16

*[Signature]*  
12/16/16

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

**STATE OF CONNECTICUT**  
**(Department of Transportation)**  
**and**  
**Connecticut Employees Union Independent, LOCAL 511, Service Employees International Union**  
**(SEIU)**

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

1. Subsection (i) of Article 48, Drawbridge and Rest Areas of the NP-2 Contract ~~4444444444~~ shall be applicable solely to the following eleven (11) DOT Drawbridge and/or Rest Area Attendants, identified by employee number:

EMP. ID No.	NAME	CLASSIFICATION
468124	Coleman, Roderick H	DOTDrawbridgeAtnd
441296	Cass, Daniel	DOTDrawbridgeAtnd
440942	Curtis, Michael P	DOTDrawbridgeAtnd
317448	Derry Jr, Eugene	DOTDrawbridgeAtnd
598625	Knight, Alton R	DOTDrawbridgeAtnd
598515	Lajoie Jr, Robert J	DOTRstAreaAtnd
440614	Mauriello, Robert J	DOTDrawbridgeAtnd
467449	Parker, Raymond G	DOTDrawbridgeAtnd
360561	Ramos, August F	DOTRstAreaAtnd
441329	Sullivan, Bruce W	DOTDrawbridgeAtnd
422264	Ahearn, Kenneth	DOTDrawbridgeAtnd

*Carla O'Kull*  
UNION  
5/1/17  
Date

*[Signature]*  
STATE  
5/1/17  
Date

SEBAC  
*[Signature]* 7/6/17  
*Dora J. Egan*  
Undersecretary for Labor Relations 7/6/17

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

**Between**

**STATE OF CONNECTICUT  
(Department of Transportation)**

**and**

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

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

1. Subsection (i) of Article 48, Drawbridge and Rest Areas of the NP-2 Contract, shall be applicable solely to the following eleven (11) DOT Drawbridge and/or Rest Area Attendants, identified by employee number:

**EMP. ID No. CLASSIFICATION**

468124	DOTDrawbridgeAtnd
441296	DOTDrawbridgeAtnd
440942	DOTDrawbridgeAtnd
317448	DOTDrawbridgeAtnd
598625	DOTDrawbridgeAtnd
598515	DOTRstAreaAtnd
440614	DOTDrawbridgeAtnd
467449	DOTDrawbridgeAtnd
360561	DOTRstAreaAtnd
441329	DOTDrawbridgeAtnd
422264	DOTDrawbridgeAtnd

**AGREEMENT BETWEEN THE STATE OF CONNECTICUT AND THE  
CONNECTICUT POLICE AND FIRE UNION (NP-5) FOR A SUCCESSOR  
AGREEMENT TO THE AGREEMENT THAT EXPIRED JUNE 30, 2016**

**ARTICLE 2  
PROTECTIVE SERVICES BILL OF RIGHTS**

**Section Three.** Whenever a Protective Services Bargaining Unit employee covered under this contract is under investigation or subjected to interrogation for any reason which could lead to suspension, demotion, dismissal, disciplinary action, or criminal charges, such investigation or interrogation shall be conducted as nearly as is practicable under the following conditions:

(1) The interrogation shall be conducted at a time when the employee is on duty, unless the seriousness of the investigation is of such degree that an immediate interrogation is required;

(2) The employee under investigation shall be informed of the name(s) and agency of the person in charge of the investigation, and of those conducting the interrogation, and the reasons for the investigation. When an administrative investigation is conducted by an agency, the employee under investigation and/or the Union shall be given status updates every two months or until the investigation is concluded, and the employee shall be notified of the conclusion;

(3) Whenever the interrogation relates to the employee being placed under arrest, or is likely to be arrested or is a suspect or target of a criminal investigation, he/she shall be afforded all constitutional rights;

**ARTICLE 6  
UNION SECURITY AND PAYROLL DEDUCTIONS**

**Section Four.** The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280(a) C.G.S. to pay such fee as a condition of employment, provided, however, no such payment shall be required of an employee whose membership is terminated for reasons other than nonpayment of dues or who objects to payment of such fee based on the tenets of a religious sect. The amount of agency service fee shall not exceed the minimum applicable dues payable to the exclusive bargaining agent or any employee organization constituent thereof. The Union shall comply with the requirements of Chicago Teachers Union v. Hudson, 475 U.S. 292 (1985), and shall indemnify the State and hold it harmless with respect to any failure on the part of the Union to comply therewith.

**ARTICLE 7  
UNION RIGHTS**

**Section Seven. (a) Union Business Leave.** Effective upon legislative approval of this Agreement, the Union shall be entitled to up to 800 900 hours of paid leave per contract year for Union officials, delegates, stewards or other representatives to attend Union business-related meetings, conventions, training programs, meetings of national affiliates or other affiliates organizations, legislative or agency hearings. The Union shall notify the State Office of Labor Relations of the names, agencies, dates and number of hours when employees are to be released for such Union business, normally at least seventy-two (72) hours in advance. Such release time

shall be granted; the Union agrees not to unduly deplete agency operations. If notice of release is received less than seventy two (72) hours in advance, the leave may be denied if the absence will unduly hinder minimum operating needs. Time off shall be deducted from the bank of hours. Any hours not used in one year may be carried over to the next contract year and added to that Union business leave bank of hours. Said bank shall expire at the end of the contract.

#### **ARTICLE 9 SERVICE RATINGS**

**Section One.** The annual service ratings shall be completed at least three (3) months prior to the Employee's annual increase date and otherwise shall comply with Regulation 5-237-1. A service rating will be conducted by the Employee's immediate supervisor or a supervisor familiar with the Employee's work and deemed to be qualified to rate the employee as determined by the Commissioner or his/her designee.

#### **ARTICLE 10 TRAINING**

**Section One.** The employer recognizes its responsibility to provide relevant training for each new employee and continue on-the-job training.

**Section Two.** Protective Services Training and Tuition Fund. Effective the contract year commencing July 1, 2017 State shall allocate \$80,000 plus whatever funds are necessary to cover outstanding claims from Contract year 2016-2017, to a Protective Services Training and Tuition Fund for the purpose of enabling bargaining unit employees to participate in relevant outside training programs, workshops, seminars, vocational training courses or to reimburse employees under the Tuition Reimbursement section of this Article. Said funding allocation shall be increased to \$85,000 effective the contract year commencing July 1, 2019. Said funding allocation shall be increased to \$90,000 effective the contract year commencing July 1, 2020.

**Section Four.** Both the State of Connecticut and the Union recognize the need for continuous in-service training as being beneficial to the employer, the employees and the public; therefore, except as outlined under the "Protective Services Training and Tuition Fund", the employer retains the right to determine training needs, programs, procedures, and to select employees for training. The employer agrees to endeavor to provide relevant in-service training in the following areas:

(f) Provide in-service training for fire fighters and fire inspectors which attempts to encompass National Fire Protection Association Standards;

#### **ARTICLE 11 HEALTH SAFETY**

**Section Twelve. (a)** ~~Canine~~ Animal Control Officers shall be provided with proper rubber boots and raincoats.

**(b)** Where Building and Grounds Patrol personnel are subject to extended exposure to inclement weather, they shall be provided with proper rubber boots.

**Section Thirteen.** Motor Vehicle Inspectors shall be provided with proper agency issued inspection equipment. When equipment is broken or not working properly, the inspector shall submit a written request for the equipment to be repaired. The employer agrees to expeditiously respond to such requests.

~~**Section Fourteen.** All Department of Environmental Protection Park Patrolmen and Unit Managers shall be trained in the use of the Prosecutor Night Stick.~~

**Section Fifteen. Fourteen** Motor Vehicle Inspector workloads will be gauged to what can reasonably be expected to be accomplished during an assigned shift.

~~**Section Sixteen.**~~ **Fifteen.** The employer, in cooperation with the Union, shall develop a planned program of replacing all unsafe weapons holsters as soon as possible.

## ARTICLE 12

### HEALTH AND SAFETY COMMITTEE

There shall be established a Protective Services Health and Safety Committee, consisting of eight ~~(8)~~ members with right of substitution: four (4) appointed by the Union and four (4) appointed by the State. The Committee shall meet at least once per every two (2) months (bi-monthly) or as necessary to review alleged health or safety problems brought to its attention. The Committee may also investigate problems on its own.

Members shall be released to attend meetings without loss of pay or benefits and attendance shall be considered as time worked as part of the employee's regular schedule which shall include travel time to and from committee meetings.

The Committee shall report its findings to the Commissioner of Administrative Services and the appropriate agency officials who will take all appropriate steps to comply with Article 11. Within the framework of available resources the Committee may employ the services of independent experts to conduct studies of alleged problems.

## ARTICLE 14

### SENIORITY

**Section One.** Seniority shall be defined as total State service for all purposes under this Agreement except, for shift and work location (Article 35) and layoff (Article 15). For all purposes set forth in Articles 15 and 35, seniority shall be defined as bargaining unit seniority in any capacity. In matters where tiebreaking may be required to determine which employee is senior the following shall apply:

1. Time in Rank (Trainee time is included as time in the target class)
2. Time in Agency
3. Coin-Toss-Last four digits of the social security number with the highest number ranked first, after the completion of the working test period.

## ARTICLE 16 GRIEVANCE PROCEDURE

**Section Nine. Arbitration.** (a) Submission to arbitration shall be by certified or registered letter from the grievant to the State (Office of Labor Relations). The parties shall establish a permanent panel of mutually acceptable arbitrators from which a single arbitrator will be selected to hear and render a decision on each grievance submitted to arbitration. By mutual agreement, grievances may be combined and submitted to a single arbitrator.

In cases involving the dismissal or demotion of an employee, the arbitrator shall be contacted within twenty (20) days of the request for arbitration and must be available to schedule the beginning hearing within forty-five (45) days of his/her appointment. In all other cases, the arbitrator will be contacted within thirty (30) days of the request and an arbitration schedule shall be arranged. If the arbitrator selected is not available to schedule the hearing in a timely fashion the next arbitrator in rotation shall be selected. 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. The Office of Labor Relations shall provide to the Union upon request a monthly summary of the arbitrator designations and the cases offered/scheduled with each.

On grievances when arbitrability has been raised as an issue the arbitration shall be bifurcated at the demand of either party. In such cases separate arbitrators may be utilized to hear the arbitrability issue and the merits in the event the case is determined to be arbitrable.

(b) The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his/her appointment.

In cases of dismissals, demotions or suspensions in excess of five (5) days, either party may request the arbitrator maintain a cassette recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof.

The State will continue its practice of paid leave time for the grievant/party and any necessary witnesses of either party. Allowing employees to change their schedules to be relieved from duty for the entire shift, or a portion thereof, would be appropriate to allow said employee's attendance at the arbitration in paid status.

(c) The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step 1. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days following the close of the record; the parties agree that the close of the record is the date of receipt of briefs by the arbitrator or closing statements for the purposes herein. Unless the parties jointly agree otherwise, the arbitrator's decision shall be final and binding on the parties in accordance with the Connecticut General Statutes Section 52-418, provided, however, neither the submission of question of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of the judicial review



over arbitral awards, including awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

**(d) Late Arbitration Awards.** On those cases in which an arbitrator fails without permission of the parties to render a decision within the contractual time limits: the award shall be void, the arbitrator shall be dropped from the panel and the arbitrator shall not be paid.

#### ARTICLE 17

#### DISMISSAL, SUSPENSION, DEMOTION AND OTHER DISCIPLINE

**Section Eight. 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 first service rating (~~No. 1~~) following the issuance of such reprimand shall remain in the file no later than conclusion of the next annual service rating period (~~No. 2~~).

**Section Nine.** C.G.S. Section 5-240 and the regulations appurtenant thereto in effect on January 1, 1990 2016 are hereby incorporated by reference.

#### ARTICLE 18

#### HOURS OF WORK, WORK SCHEDULES AND OVERTIME

##### Section Four

(f) Employees held over after the end of a shift in excess of seven and one half (7.5) minutes shall have all work performed after the shift considered overtime work; for the purpose of computing overtime entitlement time spent shall be rounded off to the nearest quarter hour. A minimum of fifteen (15) minutes of overtime shall be paid to inspectors motor vehicle operator license agents assigned to Motor Vehicle Office closings.

##### Section Six

(d) An employee who is regularly assigned a State vehicle who parks the vehicle at their residence and whose job primarily involves field assignments rather than assignment to a fixed duty station shall be considered to be 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~~ thirty minutes to or from the employee's home shall be considered as time worked. The above provisions shall apply to occasions when the employee is reporting to a field assignment for the majority of the assigned shift.

Notwithstanding the above, employees in the classifications of State Animal Control Officer, State Animal Control Supervisor, Liquor Control Agent, Liquor Control Special Agent, Liquor Control Supervising Agent, Enforcement Officer, Police Officer, Motor Vehicle Inspector, Motor Vehicle Sergeant, Conservation Enforcement Sergeant and Conservation Enforcement Officer, whose job primarily involves a field assignment, shall continue the existing practice of including home-to-duty station and duty station-to-home as time worked.

**Section Seven. Exchange of Shifts or Time.** Employees working under the same shift schedules performing substantially similar work may exchange shifts or time in accordance with existing agency practice provided:

- (a) no additional cost to the State of Connecticut is imposed;
- (b) the employee's supervisor is given reasonable notice, normally in excess of twenty-four (24) hours, and approves the swap;
- (c) the State of Connecticut is not responsible for enforcing agreements made between employees;
- (d) approval of shift changes is subject to revocation as dictated by the needs of the Department; and
- (e) approval by the supervisor shall not be arbitrarily withheld nor shall revocation of an approved swap be arbitrarily made; and
- (f) The swap need not be completed within a particular pay period. The participants are encouraged to complete the swap within a ninety (90) day period.

**Section Eleven.** Consistent with the provisions of Section Eight of this Article, non-emergency schedule changes for Liquor Control Agents (the job series) and the Casino Agents (job series) may not be made without the required fourteen (14) calendar day notice. Each notice of schedule adjustment, made after the notice period above would require a special \$35 compensation payment to the individual(s) experiencing the schedule change.

**[NEW] Section Twelve.** Notwithstanding the former practice of only allowing Buildings and Grounds Patrol Officers working in the Connecticut Technical High Schools to work when school is in session, effective upon Legislative approval of this agreement said employees will be allowed to complete their scheduled work day, if they so choose, on professional development days, after students depart in the event of an early release, on inclement weather days, or emergency closings.

## **ARTICLE 20 COMPENSATION**

**[SECTIONS ONE THROUGH THREE ARE DELETED AND REPLACED BY THE FOLLOWING]**

**Section One. (a)** There shall be no general wage increase paid to any employee for the 2016-2017 contract year.

**(b)** There shall be no general wage increase paid to any employee for the 2017-2018 contract year.

**(c)** There shall be no general wage increase paid to any employee for the 2018-2019 contract year.

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

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

**Section Two.** (a) There shall be no annual increment or top step bonus paid for the 2016-2017 contract year.

(b) There shall be no annual increments or top step bonus payments for the 2017-2018 contract year.

(c) There shall be no annual increments or top step bonus payments for the 2018-2019 contract year. All employees shall be eligible to receive a one-time-payment of \$2,000.00 effective with the pay period that includes July 1, 2018. Part-time employees shall receive a pro-rated payment.

(d) The annual increment for the 2019-2020 contract year shall be paid on time in accordance with existing practice. The top step bonus shall be paid on the paycheck date when increments are paid.

(e) The annual increment for the 2020-2021 contract year shall be paid on time in accordance with existing practice. The top step bonus shall be paid on the paycheck date when increments are paid.

Effective July 1, 2019 those employees who are in the maximum step of the salary schedule, who receive no annual increment, shall receive a lump sum payment of seven hundred dollars (\$700.00).

Effective July 1, 2020 those employees who are in the maximum step of the salary schedule, who receive no annual increment, shall receive a lump sum payment of seven hundred fifty dollars (\$750.00).

**Section Three.** Employees shall continue to be eligible for longevity payments for the life of this Agreement in accordance with existing practice. The longevity schedule in effect on June 30, 1977 shall remain unchanged in dollar amounts during the life of this Agreement and is appended hereto. The October 2017 Longevity payment shall be paid on time. The April 2018 Longevity payment will be delayed until July, 2018.

**Section Six. Clothing and Accessories.** (a) On or about September of each contract year, each employee in the bargaining unit shall receive one hundred and ten dollars (\$110.00) for the purchase of appropriate shoes except there shall be no payment for the purchase of shoes during the 2018-2019 contract year. The one hundred and ten dollar (\$110.00) allocation shall be restored and paid during the remaining contract term.

**Section Eight. Hazardous Duty Pay.** (d) Department of Environmental Protection personnel assigned to the fish hatcheries shall receive an unpleasant duty stipend on a monthly basis. The monthly stipend shall be fifty dollars (\$50). The monthly stipend shall be increased to seventy-five dollars (\$75) effective July 1, 2009, and increased to eighty-five dollars (\$85) effective July 1, 2010. No employee shall be eligible for such stipend until the employee has worked in the hatchery for twelve (12) full months and completed the working test period.

**Section Thirteen. Emergency Medical Technicians and Paramedics.** (a) The State shall pay an annual skill premium to each employee who is certified as an Emergency Medical Technician B. (EMT-B). Said payment shall amount to \$475 each contract year. This premium will be paid on or about October 1 of each contract year. For employees required by Agencies to maintain such certification, the skill premium shall be increased to five hundred and twenty-five dollars (\$525) effective July 1, 2008, and increased to five hundred and seventy-five dollars (\$575). Effective July 1, 2019 the skill premium shall increase to six hundred and fifty dollars (\$650).

(b) The State shall pay an annual skill premium to each employee who is certified as an Emergency Medical Technician I (EMT-I). Said payment shall amount to \$600 for each contract year. This premium will be paid on or about October 1 of each contract year. For employees required by Agencies to maintain such certification, the skill premium shall be increased to six hundred and fifty dollars (\$650) effective July 1, 2008, and increased to seven hundred dollars (\$700). Effective July 1, 2019 the skill premium shall be increased to seven hundred and seventy-five dollars (\$775).

(c) The State shall pay an annual skill premium to each employee who is certified as a Paramedic (EMT-P) and where such training is directly job related (i.e., police, fire, instructors and personnel assigned to rescue details). Said payment shall amount to \$3700. For each contract year the annual premium shall be paid in quarterly installments commencing in October. Effective July 1, 2019, this skill premium shall increase to \$4,500. Effective July 1, 2020 this skill premium shall increase to \$5,500.

(d) The State shall pay an annual skill premium of two hundred dollars (\$200) to each employee required by an Agency to be certified as a Medical response Technician (MRT).

(e) There shall be no pyramiding of skill premium benefits for those holding multiple certifications.

#### **Section Twenty-Three.**

Effective July 1, 2008 the following instructional stipend of two hundred twenty- five dollars (\$225) shall be paid:

Field Training Officer  
Firearms Instructor  
Paramedic Preceptor

Effective July 1, 2019, the Firearms and Paramedic Preceptor Instructional stipends shall increase to three hundred twenty-five (\$325). Employees who have been certified as such instructors and receiving the stipend prior to 6/30/08 shall retain the stipend unless such certification lapses. Effective 7/01/08 expansion of the stipend to other employees obtaining such certifications shall be paid only to those employees designated by the Agency to perform the instructional duties of Field training Officer, Firearms Instructor or Paramedic Preceptor.

This payment shall be issued on or about October 1 of each contract year.

Effective July 1, 2019 the Field Training Officer (FTO) stipend shall increase to \$1,000. Commencing October 1, 2019, this payment shall be made in quarterly installments.

Employees who acquire a new certification during the term of this Agreement shall maintain said certifications and perform those duties for the duration of the contract term and any extensions thereof.

## **ARTICLE 22 PERMANENT PART-TIME EMPLOYEES**

Permanent part-time employees will continue to receive wages, seniority and fringe benefits on a pro-rata basis to the extent provided under existing rules and regulations.

**ARTICLE 28**  
**SICK LEAVE AND OTHER LEAVES OF ABSENCE**

**Section One.** Except where varied in this Agreement, the State will continue in force its written rules and regulations with respect to Sick Leave (one and one-quarter (1-1/4) days per month) or other paid or unpaid leave of absence.

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

(a) in the event of critical illness or severe injury to a member of the immediate family creating an emergency, provided that not more than five (5) days of sick leave per calendar year shall be granted therefore; and the definition of immediate family for this subsection only shall include grandparents;

**ARTICLE 31**  
**MILITARY LEAVE**

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

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

To the extent that State or Federal law provides a greater military leave benefit for employees than the above rights, State or Federal law, as amended from time to time, shall prevail. Air National Guard Firefighters shall be granted paid leave to perform all required training/drill time that they are normally scheduled to work for the six years they are required to be in the military.

**Section Three. Supersedence.** The provisions of this Article shall supersede C.G.S. Sections 5-248(c) and 27-33 and the appurtenant regulations.

**ARTICLE 35**  
**SHIFT AND WORK LOCATION**

**Section One.** There shall be biennial posting for shift and location assignments by each agency. No additional posting shall be required or provided until the next biennial posting. Any new vacancies that occur at the agencies shall be filled at the facility level by voluntary transfer; seniority will be the governing factor provided the interested employee is qualified for the position. If there is a lack of volunteers, the agency may hire or involuntarily transfer personnel at the facility.

Agencies shall have the option to adjust the current shift and work location plan to a biennial posting schedule upon providing notice to the Union. Any other modifications to existing shift and work location plans require mutual agreement by the parties.

The University of Connecticut, State Universities, Community and Technical Colleges that have current bid processes in place are exempt from the biennial bid process and shall retain the current bidding practice.

Firefighters at all locations are exempt from the shift and work location bid process.

Employees in the Department of Energy and Environmental Protection serving in non-law enforcement positions shall be exempt from the work location bid.

Those agencies that have not heretofore included shift and work location as part of their practice shall be obligated to develop such a plan for implementation by July 1, 2009. The conditions and circumstances of the plan shall be agreed upon between the agencies and the Union.

### ARTICLE 36 SHIFT DIFFERENTIAL

**Section Three.** The shift differential shall be ~~sixty-five (\$ .65) cents per hour. Effective the pay period that includes July 1, 2005 the shift differential shall be seventy-five (\$ .75) per hour. Effective the pay period that includes July 1, 2006 the shift differential shall be eighty-five cents (\$ .85).~~ Effective with the pay period that includes July 1, 2019, the shift differential shall be ninety-five cents (\$ .95) per hour.

**Section Four.** Effective the pay period including July 1, 2005, ~~employees shall be entitled to weekend differential payments for all hours worked between the hours of 11:00 p.m. Friday and 11:00 p.m. Sunday. Effective the pay period that includes July 1, 2005, the weekend differential shall be sixty-five cents (\$ .65) per hour. Effective the pay period that includes July 1, 2006, the weekend differential shall be seventy-five cents (\$ .75) per hour. Effective with the pay period that includes July 1, 2019, the weekend differential shall be eighty-five cents (\$ .85) per hour.~~

### ARTICLE 37 CONTRACTING OUT

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

(b) The State employer will be deemed in compliance with this Article if:

(1) The employee is offered a transfer to the same or similar position within the Protective Services Bargaining Unit within a reasonable distance which, in the employer's judgment, he/she is qualified to perform, with no reduction in pay; or

(c) **Sunset Clause:** The provisions of this Article expire automatically on June 30, ~~2011.~~ 2021. Either party may negotiate for the inclusion of this portion or any modification thereof in any successor agreement.

**ARTICLE 40  
TRAVEL REIMBURSEMENTS**

During the life of this Agreement, an employee who is required to travel on employer business shall be reimbursed at the following rates:

Breakfast \$ 6.00

Lunch \$8.00

Dinner \$18.00

Miscellaneous \$ 5.00

The standard state travel regulations in force on January 1, ~~1990~~ 2017, shall be incorporated by reference, except as superseded herein. Effective July 1, 2019, the following rates shall apply:

Breakfast \$ ~~6.00~~ **\$8.00**

Lunch ~~\$8.00~~ **\$10.00**

Dinner ~~\$18.00~~ **\$20.00**

Miscellaneous \$ 5.00

An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the GSA rate. As U.S. General Services Administration adjusts this rate, the State will utilize the adjusted rate within thirty days of such adjustment.

**ARTICLE 48  
DURATION OF AGREEMENT**

This Agreement shall be effective on July 1, 2016 and shall expire on June 30, 2021. Unless otherwise stated to the contrary, changes to language provisions shall take effect upon legislative approval.

Negotiations for the successor to this Agreement shall commence with the timetable established under the Connecticut General Statute, Section 5-276a (a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.

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 2020.

**OTHER ISSUES:**

Interest arbitration and "Issues in Dispute," and all outstanding proposals not otherwise TA ok'd are withdrawn by both parties.

**JOB SECURITY**

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

- a. Protection from loss of employment is for permanent employees and does not apply to:
  - i. employees in the initial working test period;

- ii. those who leave at the natural expiration of a fixed appointment term, including expiration of any employment with an end date;
  - iii. expiration of a temporary, durational or special appointment;
  - iv. non-renewal of a non-tenured employee (except in units where non-tenured have permanent status prior to achieving tenure);
  - v. termination of grant or other outside funding specified for a particular position;
  - vi. part-time employees who are not eligible for health insurance benefits.
- b. This protection from loss of employment does not prevent the State from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the attached implementation agreement. An employee who is laid off under the rules of the implementation provisions below because of the refusal of an offered position will not be considered a layoff for purposes of this Agreement.
- c. The State is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs effective after 6/30/21.
- d. The Office of Policy and Management and the Office of Labor Relations commit to continuing the effectiveness of the Placement and Training process during and beyond the biennium to facilitate the carrying out of its purposes.
- e. The State shall continue to utilize the funds previously establishes for carrying out the State's commitments under this Agreement and to facilitate the Placement and Training process.


#### FURLOUGH DAYS

In recognition of the obligation for three (3) furlough days under the "Framework For Job Security Concerning Wages And Other Matters" attached to the SEBAC 2017 Agreement, the parties agree as follows:

All employees of the bargaining unit effective on or after July 1, 2017 shall have a one quarter (.25) day sick leave reduction for 12 months effective July 2017. If an employee leaves service without deduction for furlough days fully satisfied, the remainder shall be deducted from accrual or final paycheck, if necessary.

During Contract year 2017, no bonus sick days, pursuant to Article 38 Section Two of this Agreement, shall be credited to any employees.

**FOR THE STATE:**

 6-28-17

**FOR THE UNION:**

 6/28/17



## NP-5 Tentative Agreement Summary

### Effective 7-1-19:

- 7/1/19 ① Increase in Tuition & Training Fund \$5,000 each Contract year (\$10,000 total)
- 7/1/19 ② Paramedic Stipend increase from \$3,700 to \$4,500 7/1/19 and then \$5,500 7/1/20.
- 7/1/19 ③ Increase in Preceptor Stipend from \$225 to \$325
- 7/1/19 ④ Increase in Firearms Instructor Stipend from \$225 to \$325
- 7/1/19 ⑤ \$75 increase for each EMT (B and I) certification for members who are required by their agencies to be EMT certified.
- 7/1/19 ⑥ Increase the FTO stipend to \$1,000 paid quarterly.
- 7/1/19 ⑦ Employees who acquire a new certification during the term of this Agreement shall maintain said certifications and perform duties for duration of contract and any extensions thereof.
- 7/1/19 ⑧ ~~Top Step Bonus Increase to \$750 with corresponding delay in GWI to cover the cost in each remaining year of the CBA.~~

- ⑧ ~~I appreciate the increase; however, we were looking for a percentage of base salary increase (that would obviously grow over time as salaries rise). Because the increase is relatively small, and still probably smaller than most other units, I don't see a need to delay the GWI at all.~~

### Effective upon Legislative Approval:

- 7/1/19 ① B&Gs in Tech High Schools allowed to work regular schedule on non-student days such as Teacher Professional Development days.
- 7/1/19 ② Family Sick Leave increase from 3 to 5 days
- 7/1/19 ③ UBL increase to 900 hours
- 7/1/19 ④ DEEP Park Maintainers/Supervisors (non-law enforcement) exempt from work location bid.
- 7/1/19 ⑤ Military Leave time consistent with Federal and State Law, but the ANG firefighters, shall be granted paid leave to perform all required training/drill time they are normally scheduled to work for the six years required to be in the military.

### Article 18. Section 6(d) Amended as follows:

7/1/19 ⑥ "An employee who is regularly assigned a State vehicle who parks the vehicle at their residence and whose job primarily involves field assignments rather than assignment to a fixed duty station shall be considered to be in pay status commencing with arrival at the first business call until departure from the last

30 minutes

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.

11/13 (3) Exchange of shift or time shall be in accordance with existing agency practice.

11/13 (3) Grievant/Party or necessary witness shall be in pay status to attend own arbitration including the ability to be allowed to change schedule to accommodate the time off.

11/13 (3) **Art. 2 Sec 3(2) Add:** When an administrative investigation is conducted by agency, the employee under investigation and/or Union shall be given status updates every two months or until investigation is concluded, and the employee shall be notified of the conclusion.

11/13 (3) Furlough Days—Effective with the first payroll period following legislative approval, employees' biweekly pay shall be reduced the value of three furlough days. Employees will be granted certain preferred days off to include the day after Thanksgiving, Religious Holidays, etc. where agency can accommodate.

11/13 (3) [ADD TO Article 22] Permanent Part-time Employees. "Permanent part-time employees will continue to receive wages, seniority and fringe benefits on a prorate basis to the extent provided under existing rules and regulations.

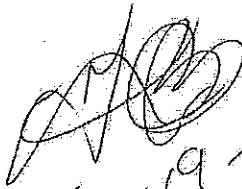
11/13 (3) Duration of CBA: July 1, 2016 to June 30, 2021.


11/13 (3) SEBAC FRAMEWORK: Five year wage package; 4 years job security subject to the procedures; April 2018 longevity payment delayed to July 2018, New FMLA language.

11/13 (3) Interest arbitration and "Issues in Dispute," and all outstanding proposals not otherwise TA ok'd are withdrawn by both parties.

11/13 (3) Top step bonus increased to \$700 in year #4 and \$750 in year #5.

11/13 (3) No show allowance will be paid in year #3. Shoe allowance in years 4 and 5 will remain at \$110.

  
6-19-17

  
6-19-17

**NP-5 Tentative Agreement Addendum**

Shift differential will increase from \$0.85 per hour to \$0.95 per hour effective 7/1/19

Weekend Differential will increase from \$0.75 per hour to \$0.85 hour effective 7/1/19

*For Ben Preet*  
6-19-17

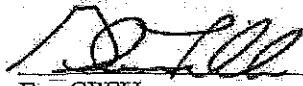
*[Signature]*  
6-19-17

## Tentative Agreement

The State of Connecticut and the NP-5 Bargaining Unit (Connecticut Police and Fire Union) agree to the following regarding the successor Collective Bargaining Agreement between the parties:

1. Preamble, shall remain current contract language with no changes.
2. Article 4, shall remain current contract language with no changes.
3. Article 13, shall remain current contract language with no changes.
4. Article 21, shall remain current contract language with no changes.
5. Article 22, shall remain current contract language with no changes.
6. Article 23, shall remain current contract language with no changes.
7. Article 26, shall remain current contract language with no changes.
8. Article 30, shall remain current contract language with no changes.
9. Article 33, shall remain current contract language with no changes.
10. Article 43, shall remain current contract language with no changes.
11. Article 44, shall remain current contract language with no changes.
12. Article 45, shall remain current contract language with no changes.
13. Article 46, shall remain current contract language with no changes.

  
For the State

 9-9-16  
For CPFU

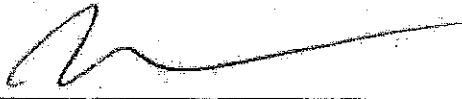
## TENTATIVE AGREEMENT

### ARTICLE 6

#### UNION SECURITY AND PAYROLL DEDUCTIONS

**Section Four.** The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280(a) C.G.S. to pay such fee as a condition of employment, provided, however, no such payment shall be required of an employee whose membership is terminated for reasons other than nonpayment of dues or who objects to payment of such fee based on the tenets of a religious sect. The amount of agency service fee shall not exceed the minimum applicable dues payable to the exclusive bargaining agent or any employee organization constituent thereof. [NEW] The Union shall comply with the requirements of Chicago Teachers Union v. Hudson, 475 U.S. 292 (1985), and shall indemnify the State and hold it harmless with respect to any failure on the part of the Union to comply therewith.

For the State:



Date:

9-9-16

For the Union:



Date:

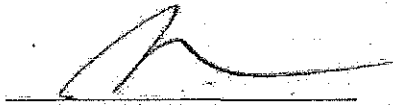
9-9-16

## TENTATIVE AGREEMENT

### ARTICLE 9 SERVICE RATINGS

**Section One.** The annual service ratings shall be completed at least three (3) months prior to the Employee's annual increase date and otherwise shall comply with Regulation 5-237-1. A service rating will be conducted by the Employee's immediate supervisor or a supervisor familiar with the Employee's work and deemed to be qualified to rate the employee [ADD], as determined by the Commissioner or his/her designee.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

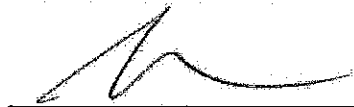
## TENTATIVE AGREEMENT

### ARTICLE 10 TRAINING

#### Section Two.

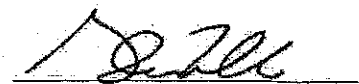
~~[DELETE] The State will honor reimbursement claims submitted by unit employees for the contract year 2008-2011, if such claims meet the contractual standards, and to the extent that the aggregate of such claims shall not exceed the permissible limitations.~~

FOR THE STATE:



DATE: 9-9-14

FOR THE UNION:



DATE: \_\_\_\_\_

## TENTATIVE AGREEMENT

### ARTICLE 10 TRAINING

#### Section Two. (m)

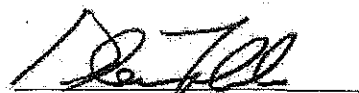
(m) **Tuition Reimbursement.** The Employer shall pay up to seventy-five (75%) percent of the cost for tuition, books, and related fees deemed appropriate by the Protective Services Education and Training Committee for any bargaining unit employee who [ADD] takes on-line courses or attends any accredited institution of higher education, such reimbursements to be deducted from the Protective Services Training and Tuition Fund. It is understood that the employee must successfully complete the course in order to be reimbursed. Requests for payment to the employee under this subsection shall be processed upon submission of receipts and/or records to the Protective Services Education and Training Committee.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16



## TENTATIVE AGREEMENT

### ARTICLE 10 TRAINING

#### Section Four. (f)

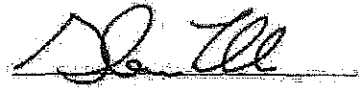
(f) Provide in-service training for fire fighters [ADD] and fire inspectors which attempts to encompass National Fire Protection Association Standards;

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

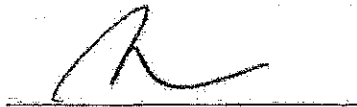
## TENTATIVE AGREEMENT

### ARTICLE 11 HEALTH SAFETY

#### Section Twelve. (a)

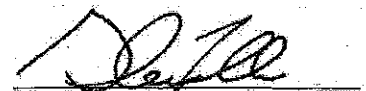
Section Twelve. (a) ~~Canine~~ Animal Control Officers shall be provided with proper rubber boots and raincoats.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

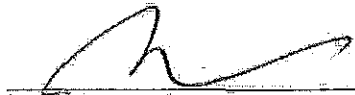
## TENTATIVE AGREEMENT

### ARTICLE 11 HEALTH SAFETY

#### Section Thirteen.

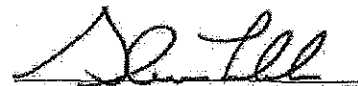
Section Thirteen. Motor Vehicle Inspectors shall be provided with proper agency issued inspection equipment. When equipment is broken or not working properly, the inspector shall submit a written request for the equipment to be repaired. The employer agrees to expeditiously respond to such requests.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

## TENTATIVE AGREEMENT

### ARTICLE 11 HEALTH SAFETY

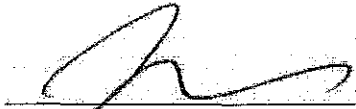
#### Section Fourteen

~~Section Fourteen.~~ All Department of Environmental Protection Park Patrolmen and Unit Managers shall be trained in the use of the Prosecutor Night Stick.

~~Section Fifteen~~ Section Fourteen. Motor Vehicle Inspector workloads will be gauged to what can reasonably be expected to be accomplished during an assigned shift.


~~Section Sixteen~~ Section Fifteen. The employer, in cooperation with the Union, shall develop a planned program of replacing all unsafe weapons holsters as soon as possible.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

## TENTATIVE AGREEMENT

### ARTICLE 12

#### HEALTH AND SAFETY COMMITTEE

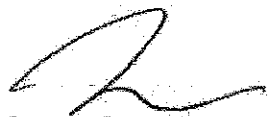
There shall be established a Protective Services Health and Safety Committee, consisting of eight (8) members with right of substitution: four (4) appointed by the Union and four (4) appointed by the State. The Committee shall meet at least once per every two (2) months (bi-monthly) or as necessary to review alleged health or safety problems brought to its attention. The Committee may also investigate problems on its own.

Members shall be released to attend meetings without loss of pay or benefits and attendance shall be considered as time worked as part of the employee's regular schedule which shall include travel time to and from committee meetings.

The Committee shall report its findings to the Commissioner of Administrative Services and the appropriate agency officials who will take all appropriate steps to comply with Article 11.

Within the framework of available resources the Committee may employ the services of independent experts to conduct studies of alleged problems.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

## TENTATIVE AGREEMENT

### ARTICLE 14 SENIORITY

Section One. Seniority shall be defined as total State service for all purposes under this Agreement except for shift and work location (Article 35) and layoff (Article 15). For all purposes set forth in Articles 15 and 35, seniority shall be defined as bargaining unit seniority in any capacity. In matters where tiebreaking may be required to determine which employee is senior the following shall apply:

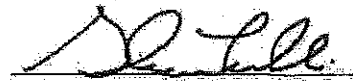
1. Time in Rank (Trainee time is included as time in the target class)
2. Time in Agency
3. Coin-Toss [ADD] Last four digits of the social security number with the highest number ranked first, after the completion of the working test period.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

## TENTATIVE AGREEMENT

### ARTICLE 15 ORDER OF LAYOFF

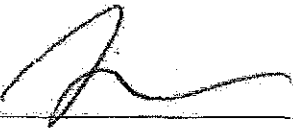
~~[DELETE]Section Five. There shall not be any additional layoffs of permanent employees during the remainder of this contract except for layoffs due to agency consolidations, closings and/or programmatic reductions enacted by the legislature. This provision shall not apply to temporary or durational positions or to grant funded or federally funded positions upon the expiration of those funds. This provision shall expire at the expiration date of this contract.~~

~~Section Five has been amended as follows:~~

~~The parties understand and agree that notwithstanding the extension of other terms of the Collective Bargaining Agreement, Article 15 Section 5 Expires on June 30, 2011 and shall not be extended further.~~

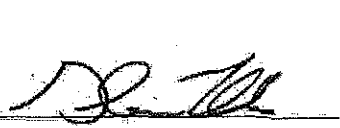
~~This is the outcome of a good faith effort to resolve a bargaining unit demand made in the context of state wide concession bargaining. The degree to which this provision may or may not be considered in any future negotiations should be examined in that context. The parties concede that this was neither achieved nor ordered during the regular bargaining process under SERA and as such, should not properly be considered as part of the bargaining history between the State and the Union.~~

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16


## TENTATIVE AGREEMENT

### ARTICLE 17

#### DISMISSAL, SUSPENSION, DEMOTION AND OTHER DISCIPLINE

Section Eight. 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 first service rating ~~(No. 1)~~ following the issuance of such reprimand shall remain in the file no later than conclusion of the next annual service rating period ~~(No. 2)~~.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16



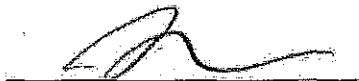
## TENTATIVE AGREEMENT

### ARTICLE 17

#### DISMISSAL, SUSPENSION, DEMOTION AND OTHER DISCIPLINE

Section Nine. C.G.S. Section 5-240 and the regulations appurtenant thereto in effect on January 1, 1990- 2016 are hereby incorporated by reference.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

## TENTATIVE AGREEMENT

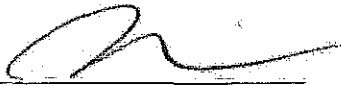
### ARTICLE 18

#### HOURS OF WORK, WORK SCHEDULES AND OVERTIME

##### Section Four (f)

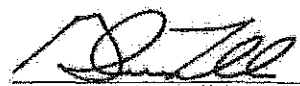
(f) Employees held over after the end of a shift in excess of seven and one half (7.5) minutes shall have all work performed after the shift considered overtime work; for the purpose of computing overtime entitlement time spent shall be rounded off to the nearest quarter hour. A minimum of fifteen (15) minutes of overtime shall be paid to ~~inspectors~~ motor vehicle operator license agents assigned to Motor Vehicle Office closings.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

# TENTATIVE AGREEMENT

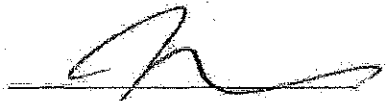
## ARTICLE 18

### HOURS OF WORK, WORK SCHEDULES AND OVERTIME

#### Section Four (i)

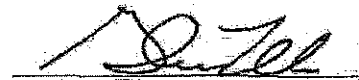
~~[DELETE] (i) When practicable overtime checks shall be paid no later than the second payroll period following the overtime worked.~~

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

## TENTATIVE AGREEMENT

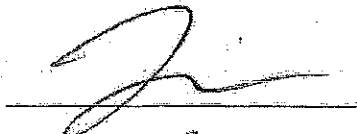
### ARTICLE 18

#### HOURS OF WORK, WORK SCHEDULES AND OVERTIME

##### Section Eleven

Section Eleven. Consistent with the provisions of Section Eight of this Article, non-emergency schedule changes for Liquor Control Agents (the job series) and the Casino Agents (job series) may not be made without the required fourteen (14) calendar day notice. Each notice of schedule adjustment, made after the notice period above would require a special \$35 compensation payment to the individual(s) experiencing the schedule change.

FOR THE STATE:



DATE: 9-9-16

FOR THE UNION:



DATE: 9-9-16

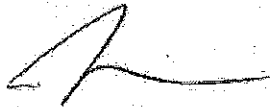
## TENTATIVE AGREEMENT

### ARTICLE 20 COMPENSATION

#### Section Eight. Hazardous Duty Pay (d)


(d) Department of Environmental Protection personnel assigned to the fish hatcheries shall receive an unpleasant duty stipend on a monthly basis. The monthly stipend shall be fifty dollars (\$50). The monthly stipend shall be increased to seventy-five dollars (\$75) effective July 1, 2009, and increased to eighty-five dollars (\$85) effective July 1, 2010. No employee shall be eligible for such stipend until the employee has worked in the hatchery for twelve (12) full months and completed the working test period.

FOR THE STATE:



DATE: 9-9-10

FOR THE UNION:



DATE: 9-9-10

## TENTATIVE AGREEMENT

### ~~[DELETE] MEMORANDUM OF UNDERSTANDING - XI~~ ~~RE: FURLOUGH DAYS~~

~~There shall be mandatory furloughs days for all members of the NP-5 bargaining unit. Part-time employees shall also serve furlough days, on a pro rata basis, based upon their biweekly scheduled hours of work. The value of a furlough day shall be one-tenth of the base biweekly pay for a bargaining unit member on a 26.1 pay period schedule. It is understood and agreed that during SEBAC discussions, certain dates were identified and agreed upon as fixed furlough dates. There shall be one (1) furlough day before June 30, 2009; three (3) furlough days between July 1, 2009 and June 30, 2010 and three (3) furlough days between July 1, 2010 and June 30, 2011. The furlough days shall be processed as follows:~~

#### ~~A. For Employees who can be assigned the fixed furlough days:~~

~~For Employees who work in assignments or operations where the appointing authority has determined that employees may be scheduled to take the day off and/or the office shall close, the following furlough days shall be taken without pay as a voluntary schedule reduction day:~~

~~05/22/09 — Friday before Memorial Day~~

~~07/06/09 — Monday after July 4th~~

~~11/27/09 — Friday after Thanksgiving~~

~~12/24/09 — Christmas Eve~~

~~07/02/10 — Friday before July 4th~~

~~11/26/10 — Friday after Thanksgiving~~

~~12/27/10 — Monday after Christmas~~

#### ~~B. For Employees who cannot be assigned the fixed furlough days:~~

~~It is understood that due to the unique nature of the services provided by members of this bargaining unit, and limited staff availability during prime vacation periods, it is not be feasible for all employees to take fixed dates as their furlough days. It is anticipated that this problem may be compounded by shortages in staff due to retirements under the Retirement Incentive Program and it is, therefore, necessary for management to have great latitude in the assignment and granting of alternate dates as furlough days. One furlough day must be taken before June 30, 2009. This obligation~~

~~may be extended up to 90 days into the next fiscal year based upon operational need. Three furlough days must be taken between July 1, 2009 and June 30, 2010 and three furlough days must be taken between July 1, 2010 and June 30, 2011.~~

~~Management and the individual employee shall work cooperatively as soon as is possible for employees who are unable to take the identified "fixed" dates as their furlough days to agree to alternative furlough days. The scheduling of such days off shall be with the goal of avoiding any additional costs to the employer and the need to schedule replacement coverage. The value of a furlough day shall be one-tenth of the biweekly pay for a bargaining unit member on a 26.1 pay period schedule and the employee's pay shall be reduced accordingly as a voluntary schedule reduction day pursuant to Section 5-248c-1 et seq. of the Connecticut General Statutes. For each furlough day, bargaining unit members shall take one day off (equivalent hours) without pay. An employee may supplement the day off with vacation, personal leave or compensatory time if the equivalent number of hours is less than the employee's scheduled hours of work on the designated day off. The scheduled furlough date shall be agreed upon not less than two weeks in advance.~~

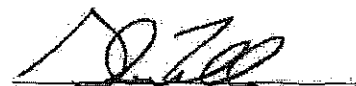
~~If the employer and the employee cannot agree to an alternative furlough day to be taken before April 1 of 2010 or April 1 of 2011, management shall assign the date to the employee. Unless the notice is waived by mutual consent of the employer and the employee, the employer shall give the employee two (2) weeks notice of each such assigned day off. Absent extenuating circumstances, once an employee has been notified of an assigned day off, it shall not be unilaterally changed by management. If an employee elects not to take any assigned day off, the Employer is under no further obligation to provide any alternative days off under this Agreement.~~

FOR THE STATE:



DATE: 9-9-14

FOR THE UNION:



DATE: 9-9-16


### FURLOUGH DAYS

In recognition of the obligation for three (3) furlough days under the "Framework For Job Security Concerning Wages And Other Matters" attached to the SEBAC 2017 Agreement, the parties agree as follows:


All employees of the bargaining unit effective on or after July 1, 2017 shall have a one quarter (.25) day sick leave reduction for 12 months effective July 2017. If an employee leaves service without deduction for furlough days fully satisfied, the remainder shall be deducted from accrual or final paycheck, if necessary.

During Contract year 2017, no bonus sick days, pursuant to Article 38 Section Two of this Agreement, shall be credited to any employees.

**FOR THE STATE:**

 6-28-17

**FOR THE UNION:**

 6/28/17



**ARTICLE 37**  
**CONTRACTING OUT**

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

(b) The State employer will be deemed in compliance with this Article if:

(1) The employee is offered a transfer to the same or similar position within the Protective Services Bargaining Unit within a reasonable distance which, in the employer's judgment, he/she is qualified to perform, with no reduction in pay; or

(c) **Sunset Clause:** The provisions of this Article expire automatically on June 30, ~~2011~~ 2021. Either party may negotiate for the inclusion of this portion or any modification thereof in any successor agreement.

**FOR THE STATE:**



6-28-17

**FOR THE UNION:**



6/28/17

**ARTICLE 40**  
**TRAVEL REIMBURSEMENTS**

During the life of this Agreement, an employee who is required to travel on employer business shall be reimbursed at the following rates:

Breakfast \$ 6.00

Lunch \$8.00

Dinner \$18.00

Miscellaneous \$ 5.00

The standard state travel regulations in force on January 1, 1990 2017, shall be incorporated by reference, except as superseded herein. Effective July 1, 2019, the following rates shall apply:

Breakfast \$8.00

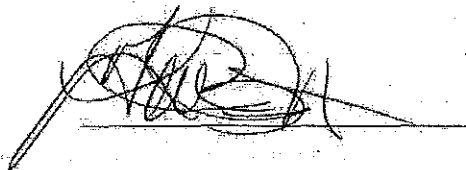
Lunch \$10.00

Dinner \$20.00

Miscellaneous \$ 5.00

An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the GSA rate. As U.S. General Services Administration adjusts this rate, the State will utilize the adjusted rate within thirty days of such adjustment.

**FOR THE STATE:**



**FOR THE UNION:**

 6/9/17

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**STATE OF CONNECTICUT**  
**And the**  
**CONNECTICUT EMPLOYEES UNION INDEPENDENT (CEUI),**  
**Local 511, SEIU (NP-2 Unit)**

This Memorandum of Understanding shall serve as an addendum to the Memorandum of Understanding between the State of Connecticut and the Connecticut Employees Union Independent (CEUI), Local 511, SEIU (NP-2 Unit) dated 6/23/2017 with the following provision:

**Article 10, Section Three of the NP-2 contract shall be amended to include the following:**


- Section (a) Tuition Reimbursement shall state: For Fiscal Year 2017 (6/30/2016-7/1/2017) there shall be no allocation of funds. All other allocations shall remain in place.
- Section (b) Education and Training shall state: For Fiscal Year 2017 (6/30/2016-7/1/2017) the NP-2 Education and Training Fund shall receive an allocation of forty thousand dollars (\$40,000) which represents ½ of the normal allocation for said fund. All other allocations shall remain in place.
- Section (c) Conference fund shall state: For Fiscal Year 2017 (6/30/2016-7/1/2017) there shall be no allocation of funds. All other allocations shall remain in place.

**Approval:**

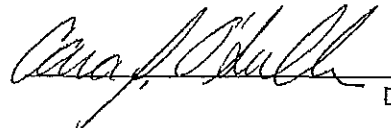
This agreement is subject to approval of the Legislature pursuant to the Connecticut General Statutes Section 5-278.

**Signatures:**

For the State of Connecticut

 7/17/17  
Date

For the Union

 7/17/17  
Date