

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**STATE OF CONNECTICUT**  
**And the**  
**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL**  
**EMPLOYEES (Administrative Clerical NP-3 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 AFSCME (Administrative Clerical NP-3 bargaining unit) agree to the following provisions:

**1. DURATION**

The collective bargaining agreement between the State and the Union which is currently in force is hereby extended to June 30, 2021. Article 42 of the NP-3 contract is therefore revised to provide for an expiration date of June 30, 2021. Except as modified by this agreement, the provisions of the existing NP-3 contract remain in effect.

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

Article 26, Section One of the contract is deleted and the following substituted in lieu thereof:

There shall be no general wage increase paid to any NP-3 unit employee for the 2016-17 and the 2017-18 contract years.

Effective July 1, 2018, full-time employees shall receive a \$2,000 one-time payment. For employees at top step, this \$2,000 bonus will be in lieu of a top step, lump sum bonus. This one-time payment shall be pro-rated for part-time unit employees. The one-time payment shall be paid in July, 2018.

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

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

Article 26, Section Two, **first, third and fifth paragraphs**, of the contract are deleted and the following substituted in lieu thereof:

There shall be no annual increment or lump sum payment made for the

2016-2017, 2017-2018 or 2018-2019 contract years. The annual increments for the 2019-20 and the 2020-21 contract years shall be paid on time.

Except as specifically varied by the contract, employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice.

There shall be no lump sum payments made for the 2016-2017, 2017-2018 or 2018-2019 contract years. Effective July 1, 2019 and July 1, 2020, employees at the maximum step of the salary plan shall be eligible for a lump sum payment of seven hundred and fifty dollars (\$750). The payment shall be made as of the date the increment would have applied (e.g. January 1 or July 1) and may be denied for a "less than good" rating.

### **3. LONGEVITY**

Article 26, Section Three of the contract is deleted and the following substituted in lieu thereof:

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

(b) Longevity payments in contract year 2018-19 will be paid on a semi-annual basis except that the April, 2018 payment shall be paid in July, 2018.

### **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 NP-3 collective bargaining agreement, except to the extent otherwise called for in the collective bargaining agreement. The NP-3 collective bargaining agreement shall be extended until June 30, 2021 and unexpended fund amounts shall roll over year to year. Any unexpended funds shall lapse or shall not lapse as of June 30, 2021 in accordance with present rules.

### **5. JOB SECURITY**

From **July 1, 2017 through June 30, 2021**, there shall be no loss of employment for NP-3 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 attached implementation agreement. An employee who is laid off under the rules of the implementation provisions 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 outside the **July 1, 2017-June 30, 2021** time period. 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-3 Unit.

## **6. FURLOUGH DAYS IN NP-3**

The parties agree that there shall be three (3) mandatory furloughs for all members of the bargaining unit that must be taken in FY18 (July 1, 2017 – June 30, 2018).

It is understood and agreed that the days off shall be taken by June 21, 2018.

Part-time employees shall also serve furlough days, on a part-time basis, based upon their biweekly scheduled hours of work.

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.

It is understood that due to the unique nature of certain operations, it may not be feasible for all employees to take certain fixed days as their furlough days and it is necessary for management to have flexibility in assigning alternate dates as furlough days.

The value of a furlough day shall be one-tenth (1/10) of the biweekly pay for a bargaining unit member on a 26 pay period schedule. The above value shall be deducted in the pay period in which the furlough day is taken. Alternatively, bargaining unit members may elect to have the total value of three (3) furlough days deducted incrementally throughout the course of FY18. For employees who choose the latter option, 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. Deductions for furlough days shall be made pursuant to this paragraph except as otherwise provided herein.

For Employees who can be assigned the fixed furlough days:

In exchange for the pay reductions, bargaining unit members shall take three (3) days off (equivalent hours) from among the dates listed below as approved by the appointing authority without additional loss of compensation, as a voluntary schedule reduction day. In the event that more employees from a unit or department request a particular furlough day than Agency operations can accommodate, the Agency shall use seniority as a basis to determine which employees are granted the day.

September 5, 2017

November 24, 2017

December 26, 2017

March 9, 2018

April 2, 2018

May 11, 2018

June 15, 2018

The fixed furlough days in higher education may be different than the above days.

In the Department of Motor Vehicles, for employees who work Tuesday through Saturday, the agency will establish fixed furlough days or partial days (totaling the same number of hours) that are within the same general time frame as the above-listed furlough days.

If an agency cannot grant a particular fixed furlough day to one or more employees who would otherwise be subject to the fixed furlough days, the biweekly rate of pay for the pay period

in which the furlough day occurs shall be reduced by one-tenth and the employee shall be granted one day off (equivalent hours) to be determined by the appointing authority without additional loss of compensation as a day in lieu of a voluntary schedule reduction day.

## **7. OTHER AGREED UPON MISCELLANEOUS PROVISIONS**

- Global agreement to delete “the Director of the Office of Labor Relations” and replace with “the Undersecretary for the Office of Labor Relations.” Attachment 1
- Article 1, Section 4, Recognition – Delete “negotiate” and replace with “Discuss.” Attachment 2
- Article 3, Section 6, Employee Bill of Rights, add: “or an investigation is conducted resulting in corroboration of the initial complaint.” Attachment 3
- Article 8, Section 4, Use of Telephones/Email: Modify to allow state telephones and email to be used by a steward or an employee to contact the Union for labor/management exchanges regarding potential grievance resolutions, provided they are of short duration and no long distance call costs incurred. Modify to allow revocation of State telephones and/or email where Employer determines there is continued abuse. Attachment 4
- Article 10, Section 2 (5), Service Ratings: modify to provide that when an employee has had more than one supervisor over the course of the rating period, feedback shall be provided by the prior supervisor(s). Attachment 5
- Article 11, Section 2, Training: notice provisions re: in service training courses. Attachment 6
- Article 12, Section 5 (a) Working Test Period: change “dismissal” to “separation.” Attachment 7
- Article 14, Section 3 Order of Layoff and Reemployment: modify to provide that “Time spent as a confidential exclusion in a bargaining unit classification shall not be counted as bargaining unit seniority under this Article. Attachment 8
- Article 14, Section 10 Order of Layoff and Reemployment: delete automatic expiration provision regarding contracting out. Attachment 9
- Article 15, Grievance Procedure, modify consistent with Attachment 10
- Article 16, Section 4, Dismissal, Suspension, Demotion or Other Discipline: modify to add that requests for documents must be in writing. Attachment 11
- Article 17, Section 5, Hours of Work, Work Schedules and Overtime, add that “There shall be management review of said accommodations on no less than an annual basis to determine the need for continued rearranged schedules.” Attachment 12
- Article 23, Notice of Openings and Promotional Opportunities, allow for postings on DAS website or via Agency email. Attachment 13
- Article 30, Section 7, Vacations and Personal Leave, delete certain language re: Public Safety Dispatchers and move to Article 43. Attachment 14
- Article 31, Section 2, 4 and 5, Sick Leave: modify to gender neutral and to provide that “family sick leave up to five (5) days shall not be considered an occasion” and that “The number of sick occasions will not be listed on a service rating unless it is a “less

than good" rating. Modify to reference his and "her" as needed. Clarify that a "medical certificate" is needed for a series of absences to be considered one occasion. Article 31, Section 3 (c) Allow up to "ten" days for sick family in lieu of up to "five" days. Attachment 15

- Article 34, Sections 1 and 2, and 6, Transfers: require that up to 4 lateral transfer applicants be interviewed for vacancies. Allow transferees to another Agency to be returned to originating Agency during six week evaluation period. Requires an Employee to respond in writing where the Employee has been involuntarily transferred and within one year the Employer is seeking to fill a vacancy at the Employee's prior location. Attachment 16
- Article 38, Section 4, add reference to "and State Personnel Regulations." Attachment 17
- NEW Article 43, Sections 1, 2 and 3 re: Dispatchers. See Attachment 18
- Appendix A – Class Titles in Bargaining Unit – Modify as reflected on Attachment 19
- Appendix B entitled "Guidelines Concerning Certain Secretarial and Clerical Classifications." – DELETE. Attachment 20
- MOU Article 15, Arbitration Panel – DELETE. Attachment 21
- MOU Article 15, Grievance Procedure – DELETE. Attachment 22
- Appendix C, Off Track Betting and Teletrack Cashiers – DELETE Appendix heading and renumber subsequent Appendices. Attachment 23
- Appendix F, Performance Appraisal Form – DELETE. Attachment 24

## **8. DURATIONALS, TEMPORARIES, SNOW DAYS, AND FLEXIBLE SCHEDULING**

The attached memorandum, entitled "Cross Unit Handling of Durationals, Temporaries, Snow Days, and Flexible Scheduling," is hereby incorporated by reference, except those provisions which refer or relate to telecommuting.

## **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.

## **APPROVAL**

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

Signatures:

For the State of Connecticut

Adam G. Miller

7-10-17  
Date

For the Union

Roberta Price

7-10-17  
Date

---

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

---

**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



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

### • Essential Employees

- o 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.
- o 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.

- o 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.
- o 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.
- o 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.

telecommuting not applicable  
AMG  
7-10-17  
rap  
7-10-17

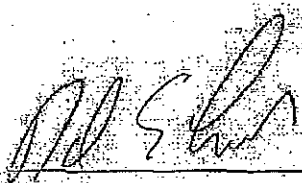
Current practice will remain at each agency until parties meet and agree otherwise or changes occur through facilitation and or arbitration. Each committee shall begin its work no later than 30 days following the ratification of this agreement, and shall provide an initial report to the Statewide Committee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

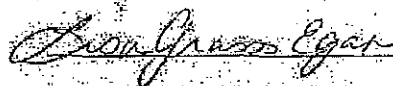
There shall be a Flexible Scheduling Facilitator, who shall be knowledgeable in flexible schedule issues. The Facilitator shall be available to resolve such matters as submitted by the parties. The Facilitator shall work with the committees to establish AWS, Compressed Scheduling, and Telecommuting Policies 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

## Attachment 1

<sup>16</sup>  
STATE'S PROPOSAL (June 13, 2017)

The State and the Union agree that all contractual references within the NP-3 successor agreement to "the Director of the Office of Labor Relations" shall be deleted and replaced with "the Undersecretary for the Office of Labor Relations."

T'ok 6-16-17  
Roberta Pires

T'ok 6-16-17  
Adam Garelick

## Attachment 2

T'ok 6-9-17  
Roberto Puri

T'ok 6-9-17

Adam Garelick

PROPOSAL NO. 40

ARTICLE 1

RECOGNITION

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

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

(b) A temporary employee is an employee who has been hired to fill a temporary position.

(c) A durational employee is an employee who has been hired to fill one of the following types of positions: a position of an individual who is on workers' compensation leave; a position of an individual who is on an extended paid or unpaid leave; or a position created for a specially funded program of a specified term.

(d) A provisional employee is an employee who has been appointed to a permanent position pending State examination or examination results.

(e) A temporary position is a nonpermanent position established on a temporary, emergency or seasonal basis which is not expected to require the services of an incumbent for a period in excess of six months.

(f) A permanent position is any position which is not a temporary, emergency or seasonal position.

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

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

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

## Attachment 3

T'ok 6-9-17  
Roberta Rein

T'ok 6-9-17  
Adam Garelick

**ARTICLE 3**  
**EMPLOYEE BILL OF RIGHTS**

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



## Attachment 4

T'OK 6-9-17  
Roberta Price

T'OK 6-9-17  
Adam Garelick

ARTICLE 8  
UNION RIGHTS

**Section Four. Use of Telephones/<sup>e-mail</sup>** ~~Where pay telephones are reasonably available, within the building, Union stewards or staff representatives shall use such telephones for Union business calls. If pay telephones are not available, State telephones and/or email may be used by a steward or an employee to contact the Union for labor/management exchanges regarding potential grievance resolutions. Union business calls provided that such calls and/or emails are of short duration and that long distance calls are not charged to the State.~~

~~Intrafacility telephone calls of a short duration are allowed provided that there is not an excessive number of calls.~~

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

## Attachment 5

ARTICLE 10  
SERVICE RATINGS

T'OK 6-9-17  
Roberta Penn  
Adam Garelick  
6-9-17

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

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

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

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

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

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

A service rating shall be conducted by a management designee who is familiar with the employee's work. If the employee has had more than one supervisor over the course of the period being evaluated, feedback shall be provided by the prior supervisor(s). ~~Normally, the management designee who conducts the service rating will have observed the employee for at least two (2) months.~~ The service rating report is subject to the approval of the appointing authority or his/her designee. A copy of each approved service rating report shall be given to the employee and placed in his/her file.

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

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

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

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

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

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

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

## Attachment 6

Tok 6-9-17  
Roberta Price

Tok 6-9-17  
Adam Garelick

ARTICLE 11  
TRAINING

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

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

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

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

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

## Attachment 7



T'OK 6-9-17  
Roberta Puri

T'OK 6-9-17  
Adam Garelick

ARTICLE 12  
WORKING TEST PERIOD

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

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

## Attachment 8

T'OK 6-9-17  
Roberto Pina

T'OK 6-9-17  
Adam Garelick

**ARTICLE 14**  
**ORDER OF LAYOFF AND REEMPLOYMENT**

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

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

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

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

~~Bargaining unit seniority shall not be considered broken for individuals serving in confidential positions in bargaining unit titles.~~ Time spent as a confidential exclusion in a bargaining unit classification shall not be counted as bargaining unit seniority under this Article.

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

## Attachment 9

T'OK 7-5-17  
Roberto Pina

T'OK 7-5-17  
Adam Garelick

#### Article 14

#### Order of Layoff and Reemployment

**Section Ten.** 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 of its right to contract out. During the life of this Agreement, no full-time permanent employee will be laid off as a direct consequence of the assignment of bargaining unit work to non-bargaining unit employees.

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.

~~The provisions of this Section expire automatically on June 30, 2012, and/or upon implementation of the successor agreement. Either party may renegotiate for the inclusion of this provision or any modification thereof in any successor agreement.~~

## Attachment 10

1/31/17 T'OK'D  
Judy Ladera  
Roberta Price

PROPOSAL NO. 9

ARTICLE 15  
GRIEVANCE PROCEDURE

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

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

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

The State will continue its practice of paid leave time for witnesses of either party at all steps of the grievance procedure.

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

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

Section Six. The Grievance Procedure.

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

If the agency head does not establish a subagency level for handling grievances, the grievance shall be presented to the employee's first management-level supervisor in the chain of command who is outside the bargaining unit. A meeting shall be held with the Union representative and/or the grievant and a written response issued within ~~seven (7)~~ fourteen (14) days after such meeting but not later than twentyone (21) 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. In addition, the following matters shall be submitted directly to Step II: grievances alleging a violation of layoff or bumping procedures under Article 14; grievances concerning disputes over an employee's job classification filed under Article 15 A or Article 19.

Within thirty (30) days after receipt of the grievance, a meeting will be held with the employee and a written response issued within ten (10) days thereafter.

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

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

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

Said Undersecretary or his/her designated representative shall hold a conference within sixty (60) days of receipt of the grievance and issue a written response within ~~fifteen (15)~~ thirty (30) days of the conference.

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

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

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

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

Section Nine. ~~The parties shall establish a panel of up to ten (10) 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. If the arbitrator is not available to schedule the beginning hearing within a time period acceptable to the parties, the next arbitrator in rotation who is available shall be selected.~~

Submission to arbitration shall be by certified letter, postage prepaid to the Undersecretary for the Office of Labor Relations. The expenses for the arbitrator's service and for the hearing shall be shared



equally by the State and the Union, or in dismissal or suspension cases when the Union is not a party, one-half the cost shall be borne by the State and the other half by the party submitting to arbitration.

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

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

#### Section 10 Arbitration.

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

- 1) Submission. Submission shall be by certified letter, postage pre-paid, to the Office of Labor.
- 2) Selection of Panel. The parties shall establish a panel of seven (7) arbitrators selected by mutual agreement.
- 3) Costs. The parties shall share equally in the expenses of the arbitrator.
- 4) Assignment of Cases. Cases shall be assigned on a rotating basis to the arbitrator panel based on the date of filing, first filed, first assigned except that Dismissal cases shall be given precedence in scheduling. For Dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator.
- 5) Removal of Arbitrator. Either party, upon written notice to the other, between March 1st and March 10th of each contract year may remove an arbitrator(s). By April 1st the parties will have a reconstituted mutually agreed upon panel of seven (7) arbitrators for the succeeding contract year.
- 6) Arbitrability. A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice requirement shall be waived in instances of new evidence discovered during the arbitration hearing.
- 7) Pending Cases. The parties agree, immediately upon legislative approval of this Agreement, if not beforehand, to meet and discuss the backlog of pending arbitration cases with the goal of resolving, thereby reducing the numbers of the same.
- 8) Expedited Cases. Up to ten (10) cases per contract year by the Union and up to 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. Within the timelines referenced above, grievances regarding all other complaints, including but not limited to, suspensions of ten (10) days or less, other discipline not covered in 10A., above, and/or contract interpretation, during the life of this Agreement, shall be submitted for arbitration to the State Board of Mediation and Arbitration (SBMA) according to the SBMA rules and regulations. Said submission(s) shall not require a filing fee.

Section 11. Arbitration Rules. Whichever forum a grievance is filed and/or processed in according to section 10A. or 10B. above, the following shall apply:

- 1) Arbitrator's Authority. The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to 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 (30) calendar days prior to the date a grievance was submitted at Step I.
- 2) Decision Final and Binding. The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes Sections 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability.
- 3) Grievance Subjects. Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance or arbitration procedure:
  - a) dismissal of employees during the working test period;
  - b) reduction in force decision, except for order of layoff;
  - c) classification and pay grade for newly created jobs, provided however, this clause shall neither enlarge nor diminish the Union's right to negotiate on pay grades.
  - d) compliance with health and safety standards and COSHA;
  - e) appeal of rejection from admission to an examination;

- f) any grievance processed in accordance with the procedures in effect at the time of the grievance arose;
- 4) Job Classification Disputes. Disputes over an employee's job classification (reclassification grievances) shall be subject to the procedures described in Article 21.
- 5) Witnesses. The State will continue its practice of paid leave time for necessary witnesses of either party.
- 6) Hearings. All Arbitrations and related conferences or meetings shall be closed to the public, unless the parties jointly agree to the contrary.

#### Section Twelve

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

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

~~\_\_\_\_\_ The arbitrator(s) 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 after the conclusion of the hearing unless the parties mutually agree otherwise.~~

~~\_\_\_\_\_ The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes. The parties intend arbitration decisions to be reviewable in accordance with the standards established by law and judicial decision. 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 awards, including post arbitral review of 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 Ten~~Twelve. The parties may, by mutual agreement, consolidate for hearing by a single arbitrator two (2) or more grievances arising out of the same or similar fact situations or involving the same issues of contract interpretation or both.

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

- (a) dismissal separation of employees during initial Working Test Period;
- (b) dismissal separation of non-permanent employees;
- (c) non-renewal of appointment of unclassified employees;

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

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

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

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

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

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

~~(b) compliance with health and safety standards and Conn. OSHA.~~

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

~~Section Thirteen.~~ Section Fifteen. The procedure for handling appeal of rejection from admission to examination shall be in accordance with CGS Section 5-221a, reproduced as Appendix E of this Agreement, and any regulations or procedures issued to implement that statute. The State reserves the right to modify this procedure. The Union shall be promptly notified of any revisions.

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

Section Seventeen. By mutual agreement, a grievance which remains unresolved after Step 3 may be submitted to a "pre-arbitration mediation process" in which grievances selected shall be mutually acceptable to the parties.

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

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

Section Nineteen. Effective with the Legislative approval of this Agreement the parties shall agree upon the arbitrators to serve on the NP-3 arbitration panel. An arbitrator who is new to the NP-3 panel may be removed from the panel by either party after he/she issues the first, second or third award, and be replaced with another jointly agreed upon arbitrator, with the same conditions.

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

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

## Attachment 11

T'ok 6-9-17  
Roberta Ricci

T'ok 6-9-17  
Adam Garelick

ARTICLE 16

DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

Section Four. Written notice of dismissal, suspension or demotion shall be sent to the employee by certified mail or served in person. Such written notice shall state the reason(s) for the disciplinary action, the effective date(s) and notice of the right of appeal. The Employer will notify AFSCME Council 4 (Attention: NP-3 unit) by certified mail of any dismissal, suspension or demotion within twenty-four (24) hours of the written notice to the employee.

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

## Attachment 12



T'ok 6-9-17  
Roberto Ruiz

T'ok 6-9-17  
Adam Garelick

ARTICLE 17  
HOURS OF WORK, WORK SCHEDULES AND OVERTIME

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

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

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

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

## Attachment 13

T'ok 6-9-17  
Roberto Rocio

T'ok 6-9-17  
Adam Garelick

#### ARTICLE 23

##### NOTICE OF OPENINGS AND PROMOTIONAL OPPORTUNITIES

Copies of all examination announcements shall be provided to the Union and posted on the State of Connecticut DAS website or on bulletin boards which are normally used for such announcements. In lieu of posting notices on bulletin boards, an Agency may elect to distribute job postings and/or examination announcements to employees through the Agency's email system provided employees have access to such system. If examination announcements are not received by an agency or are posted late, requests for late application for admission to the examination will be sympathetically considered.

Prior to or concurrent with any outside recruiting efforts, the agency will post a notice of the vacancy at the facility where the vacancy exists. In addition, agencies will be encouraged to post and distribute such notices of vacancies in other locations. ~~A copy of each notice shall be mailed to the Union's central office.~~

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

## Attachment 14

TOK 6-19-17  
Adam Garlick

TOK 6-19-17  
Roberta Rios

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

**Section Seven.** In addition to annual vacation, each full-time permanent employee who has completed six (6) months of continuous service shall have three (3) days of personal leave of absence with pay in each calendar year. Personal leave days not taken in a calendar year shall not be accumulated. ~~Public Safety Dispatchers who work an extended work day shall be entitled to earn and use personal leave time on the basis of their work day. In the event a Public Safety Dispatcher charges a partial work day to Personal Leave, the hours used shall be calculated as a percentage of the scheduled work day on which such leave was taken.~~

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

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

## Attachment 15

ARTICLE 31  
SICK LEAVE

T OK 6-23-17  
Roberta Price  
T OK 6-23-17  
Adam Garelick

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

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

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

(c) in the event of critical illness or severe injury to a member of the immediate family creating an emergency, provided that not more than ~~five (5)~~ <sup>ten (10)</sup> days of sick leave per calendar year shall be granted therefore; and the definition of immediate family for this subsection only shall include grandparents;

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

T'OK 6-9-17  
Roberta Price  
T'OK 6-9-17  
Adam Garelick

ARTICLE 31  
SICK LEAVE

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

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

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

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

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

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

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

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

Family sick leave up to five (5) days shall not be considered an occasion.

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

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



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

- (1) any period of absence consisting of more than five consecutive working days;
- (2) to support request for sick leave of any duration during annual vacation;
- (3) leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified that a certificate will be required;
- (4) leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

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

## Attachment 16

ARTICLE 34  
TRANSFERS

T'DK 6-16-17  
Roberta Price  
T'DK 6-16-17  
Adam Garellick

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

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

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

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

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

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

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

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

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

transfers shall be made with the consent of the affected employee(s) or in accordance with Section 5.

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

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

(1) The appointing authority anticipating the need of additional help to meet emergency or seasonal conditions not warranting the hiring of new employees shall notify the Commissioner of Administrative Services, not less than fifteen (15) days in advance, of the number of employees needed in each classification, and the probable duration of the need for their services.

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

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

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

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

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

(3) The returning employee will remain in the Agency to which he/she transferred until the original Agency has approval from the Office of Policy and Management to refill the position. The original Agency will process the appropriate paperwork immediately. In no event shall such potential delay affect the employee's right to return to a position in the original Agency or the Agency's right to return the employee. The actual transfer date shall always be effective the first day of a payroll period.

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

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

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

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

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

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

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

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

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

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

## Attachment 17

T'ok 6-16-17  
Roberta Pheni

T'ok 6-16-17  
Adam Garelick

ARTICLE 38  
MISCELLANEOUS

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

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

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

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

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

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

**Section Five. Hazardous Duty.** The Union, and not any individual employee, shall be granted upon request a hearing concerning a claim for hazardous or unpleasant duty pay differential. Said hearing shall be before a panel composed of one (1) personnel analyst and one (1) agency personnel administrator or officer, both of whom shall be selected by the Undersecretary for Director of the Office of Labor Relations, and one (1) designee of the Union. Disputes under this Section shall not be subject to the grievance and arbitration provisions of this Agreement.

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

## Attachment 18



T'OK 6-19-17  
Roberto [Signature]  
T'OK 6-19-17  
Adam Garelick

**[NEW] ARTICLE 43**  
**CONNECTICUT STATE POLICE DISPATCHERS**

**Section One. Overtime Equalization.**

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

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

6. If there are insufficient volunteers from the Troop/Unit trying to fill the opening, then volunteers that have submitted an interest to work at that location shall be offered the overtime following the same filling procedure outlined in sections 2 and 3 of this policy.
7. If no internal or external dispatchers volunteer for the overtime, Troopers may be offered the overtime based on the operational needs of the troop/unit and their current overtime filling procedures.
8. If there are still insufficient volunteer workers for the particular overtime shift, the Department may assign the shift as mandatory overtime to a dispatcher that is not scheduled (scheduled includes previously assigned overtime shifts) to work on that day according to the rotational involuntary overtime list. The list will be in seniority order (starting with the least senior) and the involuntary overtime will be assigned on a rotational basis to the eligible employee with the earliest date and time of last ordered overtime (including both ordered-in and held-over overtime).
9. If there are still insufficient workers for the particular overtime shift or if there is short notice of an absence and/or an emergency, the Department may impose a mandatory overtime assignment upon a dispatcher(s) who is at work on the shift prior to the vacant shift. Among the employees at work, the involuntary assignment will be according to the involuntary overtime list, except that no employee will be ordered to work involuntary overtime for more than 18.5 consecutive hours unless there is an emergency situation.
10. When there is a need to impose mandatory overtime assignments, the Department may consider seeking a volunteer from the subsequent shift to work the second half of the shift so that the mandated dispatcher can be released. The Department may also consider mandating a dispatcher from the subsequent shift to work a half-shift rather than mandating one dispatcher to work a full shift, if possible.
11. The Department reserves the right to take other measures necessary to provide coverage.
12. Availability must be submitted by the 15<sup>th</sup> of the current month to be considered for overtime the following month. Failure to submit by this date may result in a missed overtime opportunity.
13. In the event a shift is swapped, the shift vacated becomes a day off and the shift swapped to becomes a scheduled work day. Thus, the dispatchers' overtime availability can be adjusted upon request of the employee.

14. A reasonable amount of time should be given between calls to allow sufficient time for the employee to call back for voluntary overtime. The amount of time may vary depending on the situation.
15. It is understood that the utilization of a sign-up system cannot ensure equalization among all employees due to employees being able to choose the days they want to work overtime.
16. As specified in Article 17, there shall be no payment of overtime for hours not worked.

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

1. NP-3 Dispatchers shall be allowed to swap scheduled shifts with other NP-3 Dispatchers at the same worksite.
2. Swaps will not be approved for any employee in a working test period.
3. The SWAP Request Form shall be utilized by staff requesting to swap. The Department may revise the Swap Request Form. Staff requests for swaps must be submitted to the designated facility Master Sergeant/Sergeant at least forty-eight (48) hours prior to the first shift of requested swap.
4. Swaps shall be limited to two (2) 9.25/9.0 hour swaps in the same pay period. The Master Sergeant/Sergeant shall review and either approve or deny the swap request.
5. All hours worked within the associated swap will be paid at straight time.
6. The swap form must indicate an agreed upon payback date that is within the same pay period as the initial swap. The payback date must be on a day on which the other employee is scheduled to be on duty. Open-ended swaps and three (3) way swaps shall not be allowed.
7. If the performance of a swap results in an employee working two consecutive shifts, the hours of the later shift will be extended by the amount of the shift overlap period and the employee will work those additional hours or use his/her accrued leave because swapping cannot result in the agency compensating two employees while only one is working.
8. Employees actually working for another employee while on a swap shall retain his or her own seniority in the event of involuntary overtime (holdover) being necessary.
9. No employee shall work more than 18.5 consecutive hours including swaps, except in an emergency situation.

10. A staff member working a swap shall be eligible for overtime (unless they have worked 18.5 or more hours in the past 24 hours).
11. It is strictly prohibited for any Department of Emergency Services and Public Protection employee to reimburse or compensate another employee monetarily for an agreement to swap days. Any evidence of violation of this prohibition shall be forwarded to the Unit Head for purposes of initiating an investigation. Violation of this prohibited act will result in immediate permanent removal from swapping privileges and possible disciplinary action.
12. Swapping is a privilege extended to employees. The Department of Emergency Services and Public Protection maintains the right to deny swap requests and privileges on a case by case basis. The Agency may alter or adjust guidelines concerning swapping privileges consistent with Article 6. The Agency will not discontinue the Swap Policy without discussion with the Union during a Labor/Management meeting.
13. Violations of swap procedures will result in the offender involved having the swap privileges suspended as follows:
  - 1<sup>st</sup> Offense - 30 days suspension of swap privileges
  - 2<sup>nd</sup> offense - 60 days suspension of swap privileges
  - 3<sup>rd</sup> Offense - 100 days suspension of swap privileges

Violation of #11 outlined above results in a permanent suspension of swap privileges. Any violation of the sick leave policy will result in the suspension of swap privileges. Failure to complete a swap without good cause shall result in a permanent suspension of swap privileges, subject to review only up to the level of the Labor Relations Unit of the Department of Emergency Services and Public Protection. Violations may also result in disciplinary action up to and including suspension or dismissal.

14. Copies of approved/denied SWAP Request Slips shall be distributed as follows:
  - Original to first employee
  - Copy to second employee
  - Copy to M/Sgt/Sgt
15. Each dispatch location shall maintain a log of all approved and denied swap requests.

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

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

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

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

## Attachment 19

APPENDIX A  
CLASS TITLES IN BARGAINING UNIT

Class Title	Salary Grade	Comments
Administrative Assistant	CL 19	
Associate Claims Examiner	CL 17	
Associate Retirement Examiner	CL 19	
Cash Accounting Clerk	CL 12	
Claims Examiner	CL 16	
Clerk	CL 08	
Clerk Typist	CL 10	
Collection Agent	CL 15	
Correctional Identification and Records Specialist 1	CL 18	
Correctional Identification and Records Specialist 2	CL 19	
Data Entry Operator 1	CL 11	
Data Entry Operator 2	CL 13	
Data Entry Supervisor 1	CL 17	
Data Entry Supervisor 2	CL 20	
Data Processing Operations Support Assistant	CL 10	
Data Processing Operations Support Specialist 1	CL 13	
Data Processing Operations Support Specialist 1 (RC)	CL 14	
Data Processing Operations Support Specialist 2	CL 15	
Data Processing Operations Support Specialist 2 (RC)	CL 17	
Data Processing Operations Support Specialist 3	CL 18	
Data Processing Operations Support Specialist 3 (RC)	CL 19	
<b>Database User Liaison [ADD]</b>	<b>CL 16</b>	<b>New Class Established Effective 1/10/14</b>
<b>Department of Emergency Services and Public Protection Dispatcher Supervisor [ADD]</b>	<b>CL 21</b>	<b>New Class Established Effective 4/18/14</b>
<b>Department of Emergency Services and Public Protection Dispatcher [ADD]</b>	<b>CL 17</b>	<b>Re-Title from Public Safety Dispatcher Effective 4/6/12</b>

Updated 2/26/16

TOK 6/16/17  
Adam Garelick  
Rebutal  
6-16-17

APPENDIX A  
CLASS TITLES IN BARGAINING UNIT

Class Title	Salary Grade	Comments
<i>Department of Emergency Services and Public Protection Dispatcher Trainee [ADD]</i>	CL 14	<i>Title from Public Safety Dispatcher Trainee Effective 4/6/12</i>
<i>Department of Emergency Services and Public Protection Lead Dispatcher [ADD]</i>	CL 19	<i>New Class Established Effective 5/4/12</i>
Education Assistant	CL 11	
Environmental Protection Dispatcher	CL 15	
Environmental Protection Lead Dispatcher	CL 17	
<del><i>Executive Secretary 2 (RC)</i></del>	CL 21	<i>Remove Abolished Effective 2/10/12</i>
Financial Clerk	CL 12	
Fleet Operations Technician	CL 15	
Head Cash Accounting Clerk	CL 15	
Head Clerk	CL 15	
Head Communications Operator	CL 15	
Head Financial Clerk	CL 15	
Head Medical Records Technician	CL 16	
Head Motor Vehicle Examiner	CL 18	
<i>Hearing Officer Coordinator[ADD]</i>	CL 21	<i>Re-titled from Hearing Reporter Central Officer Supervisor Effective 1/10/14 (See Below)</i>
Hearing Reporter 1	CL 17	
Hearing Reporter 2	CL 19	
<i>Hearing Reporter 2 (Workers' Compensation Commission) [ADD]</i>	CL 20	<i>New Title Effective 1/10/14</i>
<del><i>Hearing Reporter Central Office Supervisor</i></del>	CL 19	<i>Remove Abolished Effective 1/10/14</i>
Instructional Assistant	CL 16	



APPENDIX A  
CLASS TITLES IN BARGAINING UNIT

Class Title	Salary Grade	Comments
Interpreter Clerk	CL 13	
Library Aide	CL 06	
Lottery Inside Sales Representative	VR 99	
Lottery Sales Representative 1	<del>CL 18</del> /VR 99 CL 19	Modify Salary per Stipulated Agreement Effective 1/10/14
Lottery Sales Representative 2	<del>CL 21</del> /VR 99 CL 22	Modify Salary per Stipulated Agreement Effective 1/10/14
<b>Medical Records Clerk [ADD]</b>	CL 13	Re-titled from Records Clerk Effective 9/10/10 See Below
Medical Records Specialist 1	CL 14	
Medical Records Specialist 2	CL 18	
Medical Records Technician 1	CL 12	
Medical Records Technician 2	CL 14	
Messenger and Supply Clerk	CL 07	
Motor Vehicle Branch Supervisor	CL 20	
Motor Vehicle Central Office Supervisor 1	CL 19	
Motor Vehicle Central Office Supervisor 2	CL 22	
Motor Vehicle Examiner	CL 15	
Motor Vehicle Examiner Specialist	CL 16	
Museum Assistant	CL 14	
Office Assistant	CL 13	
Office Automations Systems Specialist	CL 19	
Office Supervisor	CL 22	
Payroll Clerk	<del>CL 15</del> CL 16	Modify Salary per Stipulated Agreement Effective 1/10/14
Payroll Clerk (Three-Shift Operations) [ADD]	CL 17	New Class Established Effective 1/10/14

APPENDIX A  
CLASS TITLES IN BARGAINING UNIT

Class Title	Salary Grade	Comments
Payroll Examiner 1	CL 15	
Payroll Examiner 2	CL 17	
Pre-Professional Trainee	VR 99	
Processing Technician	CL 16	
<del>Public Safety Dispatcher [Remove re-titled above]</del>	<del>CL 17</del>	
<del>Public Safety Dispatcher Trainee [Remove re-titled above]</del>	<del>CL 14</del>	
Purchasing Assistant	CL 17	
<del>Records Clerk [Remove re-titled above]</del>	<del>CL 13</del>	Re-titled to Medical Records Clerk Effective 9/10/10
Retirement Examiner	CL 15	
Sales Clerk	CL 09	
Secretary 1	CL 14	
Secretary 2	CL 16	
Specialized Secretary (Medical)	CL 15	
<del>Student Law Clerk [ADD]</del>	<del>VR 99</del>	<del>Omitted from prior list</del>
Telecommunications Dispatcher	CL 15	
Telecommunications Operator	CL 11	
Typist (Legal)	CL 12	
Typist (Medical)	CL 12	
Unit Supervisor	CL 18	
University Helper	CL 04	

exp  
AMG

## Attachment 20

T'ok 6-16-17  
Roberta Price

T'ok 6-16-17  
Adam Garelick

~~APPENDIX B~~

~~GUIDELINES CONCERNING CERTAIN SECRETARIAL AND CLERICAL CLASSIFICATIONS~~

~~—This Appendix has been deleted and the appendix is reserved for future use.~~

## Attachment 21

T'ok 6-16-17  
Roberta Price

T'ok 6-16-17  
Adam Garelick

MEMORANDUM OF UNDERSTANDING  
ARTICLE 15—ARBITRATION PANEL

—After contract implementation, the parties shall agree upon the arbitrators to serve on the NP-3 arbitration panel. An arbitrator who is new to the NP-3 panel may be removed by either party anytime after the issuance of his/her first, second or third award, and be replaced with another jointly agreed upon arbitrator with the same conditions. If an arbitrator is not dropped after his/her third award, he/she will serve for the term of the agreement. Notwithstanding the above, the parties by mutual agreement may remove any arbitrator from the panel during the term of this agreement.

## Attachment 22

T'OK 6-16-17  
Robuta Price  
T'OK 6-16-17  
Adam Garelick

MEMORANDUM OF UNDERSTANDING  
ARTICLE 15--GRIEVANCE PROCEDURE

~~----- The parties have agreed that the negotiation discussions and the change in Section Six were intended to eliminate the existing two-step process of arbitration filing.~~

~~----- The parties have agreed that, effective upon the date of contract implementation, the following shall apply: if the Union files a letter stating an intent to arbitrate, or request to arbitrate, or otherwise indicating a desire for arbitration, the letter will be treated as a "submission to arbitration" under the contract and the State will take the necessary steps to schedule the arbitration.~~

~~----- The parties have further agreed that, upon contract implementation, the State will provide the Union with a list of any pending "intent to arbitrate" filings. The Union will have thirty (30) days to review the pending cases and to submit a written request to schedule the grievance for arbitration. Any such pending cases shall be considered withdrawn unless the Union has submitted a written request for arbitration within thirty (30) days of the receipt of the above-described list.~~



## Attachment 23

T'ok 6-16-17  
Roberta Price  
T'ok 6-16-17  
Adam Garelick

**APPENDIX C**  
**OFF-TRACK BETTING AND TELETRACK CASHIERS**

~~This Appendix has been deleted and the appendix is reserved for future use.~~

T'OK 6-16-17  
Roberta Price

T'OK 6-16-17  
Adam Garlick

**APPENDIX D APPENDIX B**  
**LONGEVITY - SEMI-ANNUAL PAYMENT**  
**(JULY 1, 2009 THROUGH JUNE 30, 2012)**

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

T'OK 6-16-17  
Roberto Brice

T'OK 6-16-17  
Adam Garelick

~~APPENDIX E~~ APPENDIX C  
REGULATIONS FOR APPLICATION REJECTION

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

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

T'ok 6-16-17  
Roberta Price  
T'ok 6-16-17  
Adam Garelick

~~APPENDIX G~~ APPENDIX D  
EXCERPTS FROM STATE/SCOPE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **F. Classification Audit System**

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

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

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

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

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

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

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

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

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

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

Health. Other employers and appointing authorities retain the right to determine whether an individual shall be appointed to the vacant funded position.

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

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

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

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

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

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

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

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

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

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

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

If a red-circled class has a parallel class which has been assigned Willis points, the Willis points shall apply to the red-circled class. Any upgrading that results from this Agreement shall take place concurrently with the implementation of this Agreement. No one in a red-circled class shall be downgraded as a result of this evaluation. If there is no parallel class, the red-circled class shall be evaluated by the Master Evaluation Committee. If there is an upgrading based on Willis points assigned to the job, it shall take place retroactive to the date of the implementation of this Agreement. No one in a red-circled class shall be downgraded as a result of this evaluation.

#### **I. Recruitment and Retention**

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

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

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

#### **J. Downgradings**

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

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

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

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

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

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

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

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

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

#### **Section Seven - Duration**

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



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

## Attachment 24

T'ok 6-16-17  
Roberta Price  
T'ok 6-16-17  
Adam Garelick

APPENDIX F  
PERFORMANCE APPRAISAL FORM

~~Revised Performance Appraisal Form will be available and supplied at every agency as agreed to.~~