

MEMORANDUM OF UNDERSTANDING

between

STATE OF CONNECTICUT

And the

NP-4 BARGAINING UNIT

In order to assist in resolving the financial issues currently facing the State of Connecticut while preserving public services, the State of Connecticut and the NP-4 bargaining unit Locals 1565, 391, 387 AFSCME Council 4) (hereinafter the "Union") agree to the following provisions:

The State and SEBAC recognize that wages and other matters are negotiated on a bargaining unit basis by the union designated as the exclusive bargaining representative for that unit. However, the State and SEBAC have agreed that the following parameters shall apply to all units seeking the job security protections of the SEBAC 2017 Agreement.

1. DURATION

The collective bargaining agreement between the State and the Union covers for the duration period of July 1, 2016 to June 30, 2021.

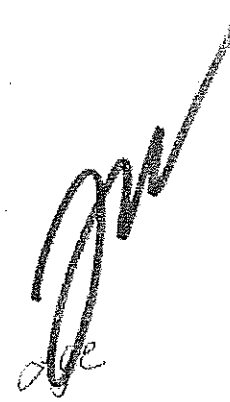
2. GENERAL WAGES AND ANNUAL INCREMENTS:

General Wage Increases (GWI,) Lump Sums and Annual Increments shall emulate the SEBAC 2017 Agreement;

A. Wages; 2016: 0,
2017: 0,
2018: July, \$2000 Payment (Pensionable)
2019: July 1, 3.5%,
2020: July 1, 3.5%

B. Annual Increment/Steps; 2016: No Increment/Step
2017: No Increment/Step
2018: No Increment/Step
2019: July 1, Increment/Step
2020: July 1, Increment/Step

C. Annual Lump Sum; 2016: No Lump Sum
2017: No Lump Sum
2018: No Lump Sum
2019: July 1, \$750 Lump Sum
2020: July 1, \$750 Lump Sum

A handwritten signature in dark ink, located in the bottom right corner of the page. The signature is stylized and appears to be a first name followed by a last name, though the specific letters are not clearly legible.

3. LONGEVITY

The longevity schedule based on the pay plan effective on June 30, 1977 shall remain unchanged in dollar amounts during the life of the Agreement, and is appended (Appendix B) 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-4 collective bargaining agreement, except to the extent otherwise called for in this agreement. The NP-4 collective bargaining agreement duration is July 1, 2016, through 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. No deposit of funds shall be made in FY 2016-17.

5. JOB SECURITY

From July 1, 2017 through June 30, 2021, there shall be no loss of employment for NP-4 bargaining unit employees hired prior to July 1, 2017, including loss of employment due to programmatic changes, subject to the following conditions:

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

- i. employees in the initial working test period;
- ii. those who leave at the natural expiration of a fixed appointment term, including expiration of any employment with an end date;
- iii. expiration of a temporary, durational or special appointment;
- iv. non-renewal of a non-tenured employee (except in units where non-tenured have permanent status prior to achieving tenure);
- v. termination of grant or other outside funding specified for a particular position;
- vi. part-time employees who are not eligible for health insurance benefits.

b. This protection from loss of employment does not prevent the State from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the SEBAC 2017 agreement. An employee who is laid off under the rules of the implementation provisions therein because of the refusal of an offered position will not be considered a layoff for purposes of this Agreement.

c. The State is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs effective June 30, 2021.

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-4 Unit.

6. FURLOUGH DAYS

There shall be no furlough days for NP-4 bargaining unit members.

7. OTHER CONTRACTUAL PROVISIONS

It is understood that the parties have additionally agreed to a new draft NP-4 Contract and tentative agreements, attached hereto.

- Article 1, Recognition, See Attachment 1
- Article 6, Union Security and Payroll Deductions, See Attachment 2
- Article 7, Union Rights, See Attachment 3
- Article 7, Union Rights, See Attachment 4
- Article 10, Seniority, See Attachment 5
- Article 11, Order of Layoff and Reemployment, See Attachment 6
- Article 12, Grievance Procedure, See Attachment 7
- Article 13, Dismissal, Suspension, Demotion or Other Discipline, See Attachment 8
- Article 15, Overtime, See Attachment 9
- Article 15, Overtime, See Attachment 10
- Article 18, Class Reevaluation, See Attachment 11
- Article 20, Group Health Insurance, See Attachment 12
- Article 22, Pregnancy, Maternal, Parental and Family Leave, See Attachment 13
- Article 23, Labor Management Committees, See Attachment 14
- Article 24, Safety, See Attachment 15
- Article 25, Vacations, See Attachment 16
- Article 27, Employee Uniform, Personal Appearance and Identification, Attachment 17
- Article 28, Military Leave, Attachment 18
- Article 29, Stress Management, Attachment 19
- Article 30, Personnel Files, Attachment 20
- Article 33, Tuition Reimbursement, Attachment 21
- Article 35, Parole and Community Services Board of Pardons and Parole, Attachment 22
- Article 36, General Provisions, Attachment 23
- Article 37, Employee Drug Testing/ Screening, Attachment 24
- Annual Funding of Items, Attachment 25
- Miscellaneous Tentative Agreements, Attachment 26
- Current Contract Language, Attachment 27
- MOU – Correctional Food Service Overtime Hiring Procedures, Attachment 28


- MOU – Compensatory Time for Parole Officers, Attachment 29

8. APPROVAL

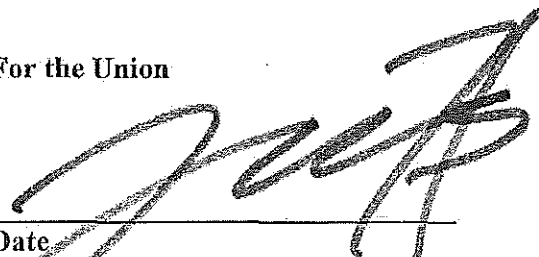
This agreement is subject to approval of the Legislature pursuant to Connecticut General Statutes Section 5-278.

Signatures:

For the State of Connecticut


Date July 13, 2017

For the Union


Date 07.13.2017

Attachment 1

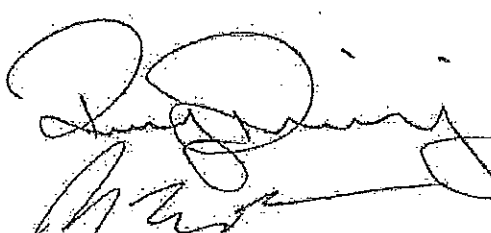
ARTICLE 1 RECOGNITION

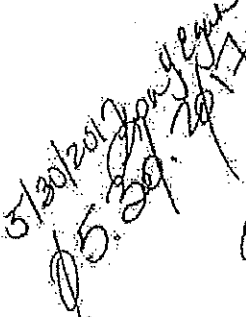
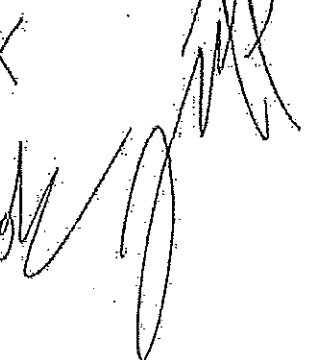
Section 1. Covered Employees. The State, or its Successors or Assigns, recognizes the Union for the purposes of collective bargaining as the exclusive representative of all employees in the unit certified by the Connecticut State Board of Labor Relations, in Case No. SE-4728, Decision No. 1703, issued January 5, 1979, including, temporary and durational employees, excluding all others, provided that this Agreement shall not apply to non-permanent employees who are appointed on a emergency, provisional, summer or intermittent basis. Employees hired as Federal Grant Participants, working in a trainee class or serving a working test period shall be considered as covered employees.

"Successor or assigns" means any purchaser, assignee, or transferee to the business or services that are provided by the State in this collective bargaining agreement.

If the State considers to sell, assign, or transfer its business or services that are subject to this collective bargaining agreement, the State's Request for Proposal ("RFP") for successors and assigns shall include:

- A requirement that this collective bargaining agreement be binding upon and enforceable against any successor employer, purchaser, assignee, or transferee who succeeds to the State's business or services;
- A requirement that the successor or assigns are bound by Conn. Gen. Statutes, § § 5-270, *et seq.* in negotiating successor collective bargaining agreements and its dealings with the Union;
- A requirement on the successor or assigns to recognize the Union as the exclusive representative of all employees in the unit certified by the Connecticut State Board of Labor Relations, in Case No. SE-4728, Decision No. 1703, issued January 5, 1979, including, temporary and durational employees;
- A requirement on the successor or assigns that all bargaining unit members be employed by the successor or assigns without having to pass a new probationary period;
- A requirement on the successor or assigns that all bargaining unit members be employed by the successor or assigns without having to fill out a new job application;
- A requirement on the successor or assigns that all bargaining unit members be employed by the successor or assigns without having to pass a pre-employment check;
- A requirement on the successor or assigns that all bargaining unit members be employed by the successor or assigns without having to pass a pre-employment test.

 5/30/17
5/30/17

5/30/2017
5.29.2017



Attachment 2

The State of Connecticut and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) agree to the following Tentative Agreement(s) regarding the successor Collective Bargaining Agreement between the parties;

ARTICLE 6
UNION SECURITY AND PAYROLL DEDUCTIONS

Section 4. Quarterly Reports. The State shall furnish AFSCME Council 4, on a quarterly basis reports containing the following information sorted by facility:

- a) New hires into Bargaining Unit, their classification, Social Security employee number, and address.
- b) Re-employed workers into the Bargaining Unit, their classification, Social Security employee number, address, and date of hire.
- c) Employees separated from the Bargaining Unit and date of separation.
- d) General changes for Bargaining Unit employees.

Don Grass Egan
For the State

8-9-2016
Date

[Signature]
For Local 387

[Signature]
For Local 391

[Signature]
For Local 1565

[Signature]
For Council 4

08-09-2016
Date

Attachment 3

The State of Connecticut and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) agree to the following Tentative Agreement(s) regarding the successor Collective Bargaining Agreement between the parties;

ARTICLE 7 UNION RIGHTS

Section 1. Access to Information. The Employer agrees to provide the Union, upon request and adequate notice, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. The Union will not be charged for infrequent and/or reasonable copying expenses, however, the Union shall reimburse the State for the expense and time spent photo copying such information and otherwise as permitted under the State Freedom of Information Law. The Union shall not have access to privileged or confidential information.


Section 2. Bulletin Board. The State will furnish a minimum of one bulletin board at each institution which the Union may utilize for their announcements and Union material. Two such boards will be provided in the larger facilities. The Union shall be provided a key for access to the bulletin board at institutions where such boards are presently locked. The State reserves the right to have the Union remove material that is of a partisan, political nature or is inflammatory, or derogatory to the State Employer or any of its officers or employees. After the material in question is removed, the Union shall have the right to grieve and to arbitrate.

Section 3. Posting of Vacancies. Agency bargaining unit vacancies, including promotions, shall be posted at least ten (10) calendar days prior to the closing date of the position.

Section 4. Access to Premises. AFSCME representatives (International or District Council staff or steward assigned) shall be permitted to enter the facilities of the Department of Corrections at any reasonable time for the purpose of discussing, processing or investigating grievances, or fulfilling its role as collective bargaining agent, provided that they give telephone notice of their intended visit and upon arrival they give notice of their presence immediately to the office.

Section 5. Use of Employer Facilities. The Department will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the Department.

Section 6. Mailings and Handouts. The Employer will permit the Union to leave handouts in specified areas and to allow the Union to use mail boxes where available. Employees will be allowed to carry Union mail between institutions as long as this does not interfere with the performance of duties. Employees may receive Union business faxes, at designated locations from AFSCME and Locals.



Section 7. Union Business Leave. A maximum of ~~six hundred fifty (650) five hundred (500)~~ person-days per year shall be granted without loss or pay of benefits for the purpose of attending to union business related functions. In the year of the International AFL-CIO convention, an additional eighty (80) person-days shall be granted for attendance at that convention. Each contract year, delegates to the Connecticut State AFL-CIO Convention shall be granted leave without loss of pay or benefits for the days on which the Convention is scheduled. Seventy (70) person days shall be granted for this provision. It is understood, however, that in emergency situations such leave may be withheld or revoked. Employees may or may not change work schedules for weeks in which conventions occur. Requests for leave time shall be made in writing as soon as possible and no later than two (2) weeks in advance to the Office of Labor Relations except in cases where two (2) weeks is not possible.

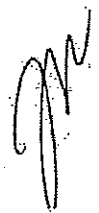
Section 8. Union Leave. Not more than one (1) employee elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year which may be granted subject to the approval of the Director of Labor Relations. Upon return from such leave, the State Employer shall offer said employee a position relatively equal to the former position in pay, benefits, and duties at the rates in force at time of return from such leave.

Section 9. Number of Stewards. The Union shall furnish the Employer with a list of all employee representatives and Union staff members authorized to so represent the Union within sixty (60) calendar days from the date of execution of this Agreement. Such list shall be updated quarterly.

Section 10. Role of Stewards, Executive Board Members in Processing Grievances. The stewards or Union Executive Board members will obtain permission from their immediate supervisors when they desire to leave their work assignments to properly and expeditiously carry out their duties in connection with the employee/management agreement. When contacting an employee, the stewards or Union Executive board members will first report to and obtain permission to see the employee from his/her supervisor, and such permission will be granted unless the work situation or an emergency demands otherwise. If the immediate supervisor is unavailable, permission will be requested from the next level of supervision. Requests by stewards or Union Executive Board members to meet with employees and/or employees to meet with stewards or Union Executive Board members will state the name of the employee involved, his/her location, indicating briefly what union business is to be discussed, and the approximate time that will be needed. Stewards or Union Executive Board members thus engaged will report back to their supervisors on completion of such duties and return to their job and will suffer no loss of pay or other benefits as a result thereof.

Section 11. Limitation on Entry for Representation. Permission to enter the premises or to conduct representational business during working hours may be denied or revoked in profound circumstances.

Section 12. AFSCME Representatives. International representatives and Union staff



representatives may be present at Labor Management meetings and at grievance hearings at the level of Step II and above.

Section 13. Recognition of Stewards. Employer representatives shall deal exclusively with Union designated stewards or representatives in the processing of grievances or any other aspect of contract administration.

Section 14. Retirement Counseling Meeting. If the Retirement Counseling meetings are scheduled when an affected Employee is scheduled to work, then the employee shall be released to attend said retirement meeting(s) with the State Retirement Division on their regular work time.

Union agrees to withdraw their remaining proposals on this Article.

Bonita G. Egan
For the State

7-20-16
Date

[Signature]
For Local 387

[Signature]
For Local 391

[Signature]
For Local 1565

[Signature]
For Council 4

6-7-20-2016
Date

282

Attachment 4

**The parties agree to the following changes to the Article/Section but acknowledge that additional proposals regarding the Article Section remain at issue. This agreement is not intended to limit either party's ability to pursue said issues.*

ARTICLE 7

Proposals: Union Business Leave (Article 7, Section 7)

A maximum of five hundred (500) person-days per year shall be granted without loss or pay of benefits for the purpose of attending to Union business related functions. In the year of the International AFL-CIO convention, an additional eighty (80) person-days shall be granted for attendance at that convention. Each contract year, delegates to the Connecticut State AFL-CIO Convention shall be granted leave without loss of pay or benefits for the days on which the Convention is scheduled. Seventy (70) person days shall be granted for this provision. It is understood, however, that in emergency situations such leave may be withheld or revoked. Employees may or may not change work schedules for weeks in which conventions occur. Requests for leave time shall be made in writing as soon as possible and no later than two (2) weeks in advance to the Office of Labor Relations except in cases where two (2) weeks is not possible. Union Business Leave time shall be properly dated when the request for UBL could not be timely made in writing, due to unforeseen occurrences.

Don Grady Egan
For the State

4/7/16
Date

[Signature]
For Council 4

[Signature]
For Local 387

[Signature]
For Local 391

[Signature]
For Local 1565

04-12-2016
Date

Attachment 5

The State of Connecticut and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) agree to the following Tentative Agreement(s) regarding the successor Collective Bargaining Agreement between the parties;

ARTICLE 10 Section 2.B.

- B. **Involuntary Transfer.** Inverse class seniority shall be the basis for selecting employees for non-disciplinary, involuntary transfer from one institution or facility to another. An employee being involuntarily transferred to another facility, under this section, shall retain their shift upon request.


For the State


For Council 4

For Local 387

For Local 391

08.22.2016
Date

For Local 1565

Attachment 6

The State of Connecticut and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) agree to the following Tentative Agreement(s) regarding the successor Collective Bargaining Agreement between the parties;

ARTICLE 11 ORDER OF LAYOFF AND REEMPLOYMENT

Section 1. Layoff by Seniority. In the event of a reduction of the workforce, employees shall be laid off by seniority with the least senior employee being laid off first. Layoff shall be by class and subtitle. In any class affected by a layoff, non-permanent employees in the affected class who are excluded from the bargaining unit in Article 1, Recognition, shall be laid off prior to any bargaining unit employee. When the Employer decides to reduce the work force in a facility, Section 2, "Bumping," of this article shall be invoked. When a layoff becomes necessary, the agency will identify the specific position to be eliminated and notify the incumbent in writing with as much notice as possible, but not less than four (4) weeks. A copy of the written notice shall be sent concurrently to the Union.

Section 2. Bumping. An employee in a class affected by layoff may, at his/her option, bump the least senior employee in his/her facility in a job in which he/she formerly held permanent status or the least senior employee in the same classification in the employee's agency, provided he/she has more seniority than the least senior employee affected.

- A. **Option to Bump Throughout Agency.** The least senior employee in the classification in the facility affected by the reduction in work force shall be laid off and given the option to replace the least senior employee in the same classification in the employee's agency.
- B. **Recall List.** An employee, failing to exercise this option, shall be laid off and his/her name placed on the recall list for vacancies as they occur for a period of three (3) years.
- C. **Waiver of Bumping Rights.** An employee affected by layoff shall fill an existing vacancy, if any. If an employee declines to fill a vacancy, he/she shall have waived any bumping rights. Should multiple vacancies exist, the employee shall have the option to select the facility in line with his/her seniority.

Section 3. Pay Rate for Bumping Employee. The bumping employee would be paid for services in the lower classification at the closest rate of pay in the lower salary range to the rate held by the employee at the time of reassignment, but not higher.

Section 4. Reemployment. Employees on layoff shall be recalled in the reverse order of the procedure as stated above for layoffs.

[Signature]
For the State

11-14-2016
Date

[Signature]
For Local 387

[Signature]
For Local 391

[Signature]
For Local 1565

[Signature]
For Council 4

11-14-2016
Date

Attachment 7

The State of Connecticut and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) agree to the following Tentative Agreement(s) regarding the successor Collective Bargaining Agreement between the parties;

ARTICLE 12

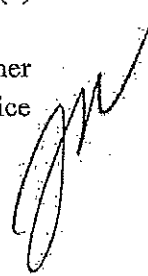
Unless specifically mentioned, all other Sections shall remain unchanged.

Section 6. Grievance Procedure: Steps

Step III. Undersecretary for Labor Relations or Designee. An unresolved grievance may be appealed to the Undersecretary for Labor Relations within seven (7) days of the date that the Step II response is due. Said Undersecretary or his/her designated representative shall hold a conference within forty-five (45) days of receipt of the grievance and issue a response within fifteen (15) days of the conference. The local union president or his/her designee, staff representative and steward may be present at the Step III level.

Section 9. Arbitration.

A. Within forty (40) days from receipt of a Step III response, or if no response, within forty (40) days of the due date, grievances regarding suspensions of eleven (11) days or more, terminations, demotion and/or lay-off, during the life of this Agreement, shall be submitted for arbitration as follows:

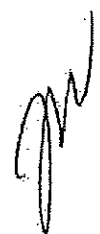
- 1) **Submission.** Submission shall be by certified letter, postage pre-paid, to the Office of Labor.
 - 2) **Selection of Panel.** The parties shall establish a panel of seven (7) ~~five (5)~~ arbitrators selected by mutual agreement.
 - 3) **Costs.** The parties shall share equally in the expenses 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) ~~five (5)~~ arbitrators for the succeeding contract year.
 - 6) **Arbitrability.** A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice
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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 forty (40) days from receipt of a Step III response, or if no response, within forty (40) days of the due date, grievances regarding all other complaints, including but not limited to, suspensions of ten (10) days or less, contract interpretation, etc., 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 10. Arbitration Rules. Whichever forum a grievance is filed and/or processed in according to section 9A. or 9B. 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 grievance procedure but shall not be arbitrable. The third step of the reclassification grievance shall be the Commissioner of Administrative Services or designee and the final step shall be appeal to a three (3) person panel consisting of personnel officers from each of two (2) State agencies, each of which has more than one hundred (100) employees, and one (1) designee of the Union who is experienced in the area of job classification.
- 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.

John P. Egan
For the State

7-20-16
Date

[Signature]
For Local 387

[Signature]
For Local 391

[Signature]
For Local 1665

[Signature]
For Council 4

7-20-16
Date

Attachment 8

The State of Connecticut and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) agree to the following Tentative Agreement(s) regarding the successor Collective Bargaining Agreement between the parties;

ARTICLE 13 Section 13. *NEW*

Section 12. Delayed Suspensions. The implementation of a suspension action by the employer shall be delayed until the Step III response has been issued regarding the grievance filed under Article 13 of the grievance process, if grievance is submitted to Step III.


For the State


For Council 4

For Local 387

For Local 391

For Local 1565

08.22.2016
Date

Attachment 9

5/16/16

Tentative Agreement

1. ARTICLE 15, Section 2*

**The parties agree to the following changes to Article 15, Section 2., but acknowledge that additional proposals regarding the Article Section remain at issue. This agreement is not intended to limit either party's ability to pursue said issues.*

Section 2. Voluntary Overtime Distribution. All employees wanting to work voluntary overtime will sign a quarterly overtime list. Overtime will be distributed in accordance with either section A. or B. below. Each facility will be allowed to vote, upon request, once each contract period on which method to use. The vote will take place within sixty (60) days of legislative approval of this Agreement. If no vote is held, the method in use at the beginning of the contract period will continue at that facility.

A. "Red Eight" System. All overtime work, including overtime holdovers caused by short notice of absence, shall be distributed equally, to the extent practicable, to employees within the same job class at each institution, regardless of shift who have volunteered for such overtime. Equalization shall be accomplished annually, subject to quarterly review of the overtime list by both parties. For the purpose of equalization, overtime work refusal shall be treated as overtime worked. Three (3) separate instances of an unanswered phone on three (3) separate days shall count as one (1) refusal, and six (6) refusals within a quarter shall remove an employee from the overtime list for the balance of the quarter. At the beginning of each quarter, employees seeking overtime shall sign-up for the overtime list and those employees who do not sign for the quarter but subsequently sign for future quarters or employees removed for six (6) refusals shall be credited with the highest overtime hours earned by employees in the previous quarter. The overtime list will be available for inspection.

B. "Sign-up Book" System. Each Facility under this system shall maintain a sign-up book system by which NP-4 members on the quarterly overtime list can indicate their availability to work overtime on specific days and shifts. The sign-up book will contain pages representing each day of each month, separated into three sections representing each shift worked by employees in continuous operations. The book will be established 14 days prior to the beginning of each month, with each page representing 24 hours. For employees in classes that are not continuous operations, pages will represent shifts available for those classes.

1. **Book Location.** The sign-up book will be located in an area designated by the parties at each facility and will be available for all employees in the same class to sign on a daily basis, regardless of shift.
2. **Quarterly List.** Only employees who have signed the quarterly overtime list will be allowed to place their names in the sign-up book during that quarter.
3. **Supervisor to Use Book.** When a Supervisor needs to fill a vacancy with overtime, he/she will refer to the sign-up book and the outlined overtime process listed below; call the staff member with the least number of overtime hours for that quarter who has signed the

~~book for that day and shift. When additional staff are needed to fill overtime vacancies, it will be done in order from least to most overtime hours among the employees who have signed the list for that day and shift.~~

a. The supervisor shall utilize the sign-up book to fill facility shortages by calling the staff member with the least number of overtime hours for that quarter who has signed the book for that day and shift. When additional staff are needed to fill overtime vacancies, it will be done in order from least to most overtime hours among the employees who have signed the list for that day and shift. When the daily sign-up list has been exhausted and additional staff are needed, then the quarterly overtime list will be utilized according to paragraph b. below.

b. The supervisor shall utilize the facility "quarterly overtime list" to fill facility shortages by calling all staff members on the quarterly list in order from least to most overtime hours.

When the quarterly overtime list and facility volunteers request have been exhausted, and additional staff are needed, paragraph c. below shall apply.

c. The supervisor shall mandate available staff to fill facility shortages per provisions contained herein. Double-mandating shall only be done according to Facility Specific Emergency Staffing Protocol (FSESP.)

Should additional staff be needed after all available staff are mandated, then the supervisor shall notify the Duty Officer who will authorize the Facility Specific Emergency Staffing Protocol (FSESP.)

No Contact. Employees who have signed the book or are on the quarterly overtime list will be given a no contact when the employees cannot be contacted for a particular shift signed for. If the employee refuses overtime when offered for a shift signed for, or if an employee on the quarterly overtime list is contacted via said quarterly overtime list and refuses the overtime offered, it will be considered a refusal. Three (3) instances of no contact shall equal a refusal and six (6) refusals in a quarter shall result in the employee's removal from the quarterly overtime list.

Employees who work an overtime shift and are asked or contacted to work an additional overtime shift(s) with-in the same calendar day shall not receive a no contact or refusal when they choose not to work said overtime shift or are not contacted.

~~**Exhaustion of List.** When the daily sign-up has been exhausted the quarterly overtime list will be utilized, beginning with the employee with the least number of hours. Once the quarterly overtime list has been exhausted the employer shall first seek volunteers prior to employees being involuntarily held over.~~

B. Zero Hours at Each Quarter. At the beginning of each quarter, all employees who opt to sign up for the quarterly overtime list the book will begin the quarter with zero (0) hours and said list shall be generated in the order of seniority. A total number of hours per employee will be

kept for the fiscal year by the employer and will be available for review by the Union each quarter. When all hours are equal, seniority shall be the determining factor in hiring.

C. Transferred/Returning Employees. Employees transferring into a facility during a quarter will be permitted, upon request, to have their names added to the quarterly overtime list and will be credited with the highest number of hours attained by any employee on the list. Probationary employees will be placed on the list, if requested, upon completion of probation under the same conditions as a transfer.

Employees returning from a temporary service higher class assignment during a quarter, upon reassignment to their former position, shall be considered as a transferred employee for overtime purposes.

Employees returning from workers compensation in a new quarter shall be placed on the overtime list at his/her request at zero (0) hours.

Employees returning from Administrative Leave and/or FMLA in a new quarter shall be placed on the overtime list at his/her request at zero (0) hours.

D. Equalization. It is understood by all parties that utilizing the sign-up book system cannot ensure equalization among all employees at the end of each fiscal year due to employees being able to choose the days they want to work overtime. However, it is also understood that the employer will make every effort to equalize overtime among those employees signing the book by offering the employees with the least number of hours who have signed up for a shift the overtime first.

E. Removal of Name. An employee may remove his/her name from a daily sign-up sheet by giving at least twenty-four (24) hours notice to a supervisor who must initial such removal.

~~Overtime Out of Rotation. It is understood that overtime may be assigned out of rotation for overtime holdovers caused by short notice of absence or overtime otherwise required to be assigned out of rotation, subject to the equalization required in Sections 2.A. and B. of this Article.~~

2. Memorandum Of Agreement (MOA) Addressing FSESP*

** The following shall be a MOA between the parties, outside the CBA.*

II. Emergency Staffing: This Emergency Staffing Protocol may be utilized when it is evident and obvious that a shift will not start with a full roster. When Emergency Staffing is enacted, the President or his/her designee shall be notified and provided the reasons for the Emergency Staffing. The actions below may be enacted sequentially or simultaneously as the circumstances dictate:

A. Facility Specific Emergency Staffing Protocol shall be enacted. Initial Facility plans (attached) have been established in 2015 and may be revised as necessary upon mutual agreement.

- B. If staffing concerns are still severely impacting operations, and time permits, staff is to be contacted by inverse seniority and given a direct order to report to work. If the supervisor(s) is unable to complete this step (or any other,) it must be documented.
- C. Duty Officer's should be updated after the aforementioned actions have taken place as to whether staffing requirements have been met, impact on normal facility operations, and if all operations noted have been exhausted.
- D. When the Facility Specific Emergency Staffing Protocol is initiated, Supervisors will inform staff that due to the implementation of the Emergency Staffing Protocol that their request for sick time off may be denied and they should report to work.

Staff who continue to maintain an inability to report for duty shall be informed by the Supervisor that "their previous twelve (12) month attendance will be reviewed, and if it is determined that any abusive patterns exist, they will be considered on unauthorized leave, denied pay and placed on a medical certificate requirement for the following six (6) months in accordance with Article 26, Section 3 of the NP-4 collective bargaining agreement." Supervisors shall note in the Captain's logbook that the Emergency Staffing Protocol information was communicated to each employee who called in to report an absence.

In addition, should the DOC not follow Section I above of this listed process, no employee shall be subject to Article 26, Section 3 of the CBA, and shall not be denied sick pay, regardless if they have received prior notification from the DOC of sick leave abuse or not.

- E. As per Article 15, Section 6 of the CBA, Double-mandating shall only be done in an emergency situation and in the instances of Staffing Protocol and Emergency Staffing Protocol, only to avoid lockdown(s) per the Facility Specific Emergency Staffing Protocol.
- F. Notwithstanding the above, if the Governor declares a state of emergency or statewide emergency conditions exist, limiting staff to essential personnel only, then the DOC may initiate the Facility Specific Emergency Staffing Protocol (FSESP) and take all necessary steps to provide for continued operations, on a shut-down or limited capacity basis, at all facilities.
- G. The DOC shall perform a post Facility Specific Emergency Staffing Protocol incident review (in conjunction with the Directive required incident report) within seventy-two (72) hours, with a copy provided to the Local Presidents and Council 4 Staff Representative.
- H. Disputes arising from this Agreement shall be handled via a mutually agreed upon mediation process between the Union and the Agency, but shall not limit the Union or the Union members ability to file applicable grievance(s) per the CBA if the matter cannot be resolved informally.

- I. In six (6) months to one (1) year from the date of implementation (signing,) or if an eminent issue requires discussion, the parties agree to review the above listed process, and should there be any issues brought forward by either party, then the State and the Union agree to mutually review those issues.

**** The state reserves and retains all lawful and customary management rights.**

Don Gross Egan
For the State

06-30-2016
Date

[Signature]
For Council 4

[Signature]
For Local 387

[Signature]
For Local 391

[Signature]
For Local 1565

06-29-2016
Date

Attachment 10

**Tentative Agreement
between the State of Connecticut
-and-
the NP-4 Bargaining Unit**

The State of Connecticut, hereafter the "State," and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) hereafter the "Union," collectively the "parties," agree that in addition to the other changes to Article 15, Article 15 Section 2, A. and B. of the successor Collective Bargaining Agreement shall be modified as follows (07.01.2016-06.30.2017.)

- A. **"Equalization" System.** All overtime work, including overtime holdovers caused by short notice of absence, shall be distributed equally, to the extent practicable, to employees within the same job class at each institution, regardless of shift who have volunteered for such overtime. Equalization shall be accomplished annually, subject to quarterly review of the overtime list by both parties. For the purpose of equalization, overtime work refusal shall be treated as overtime worked. **Employees who refuse overtime, shall only be "charged" the number of hours offered in said overtime.**

Three (3) separate instances remainder of Section A. shall be the same, unless previously changed via a Tentative Agreement.

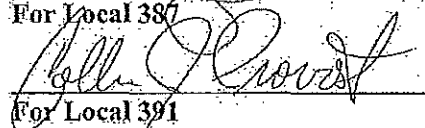
- B. **"Sign-up Book" System.** Each Facility under this system shall maintain a sign-up book system by which NP-4 members on the quarterly overtime list can indicate their availability to work overtime on specific days and shifts. The sign-up book will contain pages representing each day of each month, separated into three sections representing each shift worked by employees in continuous operations. The book will be established 14 days prior to the beginning of each month, with each page representing 24 hours. For employees in classes that are not continuous operations, pages will represent shifts available for those classes. **Employees who refuse overtime, shall only be "charged" the number of hours offered in said overtime.**

- 1) **Book Location.** The sign-up book..... remainder of Section B. shall be the same, unless previously changed via a Tentative Agreement.

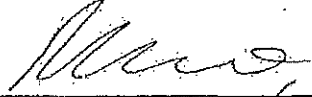

For the State

7/7/17
Date


For Local 387


For Local 391

Local 387



For Local 1565



For Council 4



Date

Attachment 11

ARTICLE 18
CLASS REEVALUATION (UPGRADING)

Section 1. The State and the Union agree to the following Class and SCOPE Reevaluation process;

- A. The State and the Union agree to maintain and continue the current practice of five (5) year class and class specification reviews where OJE adjustments may be resolved for jobs and classes which the Union believes have substantial changes in duties through interim bargaining and, if necessary, arbitration.
- B. New positions will be subject to bargaining and arbitration one (1) year after their creation, and an individual being in the position, whichever is later.
- C. The above listed Class and SCOPE Reevaluation process may be amended upon mutual agreement.

Section 2. NP-4 BARGAINING UNIT OJE POINT RANGES

The following Objective Job Evaluation point to pay grade assignments shall be effective beginning June 23, 1995 and as provided for in Section 4 of the Scope Agreement.

GRADE	POINT	RANGE
1	0	127
2	136	140
3	141	155
4	156	168
5	169	182
6	183	197
7	198	213
8	214	229
9	230	246
10	247	264
11	265	282
12	283	302
13	303	323
14	324	345
15	346	370

Section 3. This Article shall not prevent the implementation of OJE adjustments agreed to or ordered prior to the effective date of the Agreement.

Section 4. State May Institute Class Reevaluation. Nothing in this Article shall be deemed to prevent the State from instituting a class reevaluation on its own initiative.

**Delete Appendix C in its entirety.*

Lion Grams Egat
For the State

11/10/16
Date

[Signature]
For Council 4

[Signature]
For Local 387

[Signature]
For Local 391

[Signature]
For Local 1565

11.10.2016
Date

Attachment 12

The State of Connecticut and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) agree to the following Tentative Agreement(s) regarding the successor Collective Bargaining Agreement between the parties;

ARTICLE 20
GROUP HEALTH INSURANCE

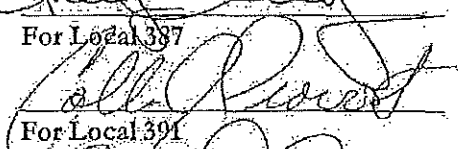
Section 1. Health Insurance Coverage. ~~For the duration of this Agreement, the employee health insurance coverage and benefits are negotiated separately by the State and the Unions. All provisions concerning the health insurance coverage in effect on June 30, 2001, unless modified by the Health Care Cost Containment process or by mutual agreement, are governed by the separate agreement of the parties on that subject.~~

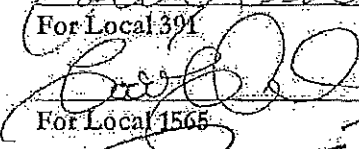
Section 2. Accidental Death and Dismemberment. Employees shall be entitled to an Accidental Death and Dismemberment Policy in an amount equal to the face value of an employee's life insurance policy.


For the State

8-9-2016
Date


For Local 387


For Local 391


For Local 1565


For Council 4

08.09.2016
Date

Attachment 13

The State of Connecticut and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) agree to the following Tentative Agreement(s) regarding the successor Collective Bargaining Agreement between the parties;

Article 22, New section 3.

Section 3. Use of Sick Leave to Care for Family Member Requiring Care. Bargaining unit employees may use their sick leave to care for an immediate family member in circumstances which would meet the requirement for qualified family care under the Family and Medical Leave Act or other state or federal family medical leave provisions. Use of sick leave to which an employee is entitled under this paragraph shall not be deemed an incident or occurrence under an absence control policy. Family and Medical Leave for such employees shall be governed by federal law and by C.G.S. §31-514c. In addition, employees shall have the ability to take unpaid maternity, paternity, or other childrearing leave for up to four months beyond the expiration of any leave otherwise due under this section or under the FMLA, and as is current practice, employees may extend personal medical leave for up to 24 weeks after all other leaves have expired and with appropriate medical certification. Permanent part-time employees who do not meet the hours threshold of state and federal law shall continue to be eligible for unpaid family leave as per current practice.

Lucia Gross Eggen
For the State

7/7/17
Date

[Signature] Local 387
For Local 387

[Signature]
For Local 391

[Signature]
For Local 1565

[Signature]
For Council 4

06.29.2017
Date

Attachment 14

**The parties agree to the following changes to the Article/Section but acknowledge that additional proposals regarding the Article Section remain at issue. This agreement is not intended to limit either party's ability to pursue said issues.*

ARTICLE 23

1. Proposals: Facility LM Meetings (Article 23, Section 1B and 1C, 2)

B. Institution Level. Labor Management meetings at the institution level shall consist of ~~will be limited to~~ stewards or Executive Board members of the particular institutions as follows:

And:

2) ~~Executive Board Members. No Executive Board member who works at a facility other than the institution where the meeting is being held will be permitted to attend unless the complex worker and/or a Deputy Commissioner is present.~~

2) The Local President and/or their designee shall have the option to attend a Facility LM meeting that fall within their Locals' Facilities.

2.B Facilities list shall be updated.

Brian James Egner
For the State

4/7/16
Date

[Signature]
For Council 4

[Signature]
For Local 387

[Signature]
For Local 391

[Signature]
For Local 1565

04.12.2016
Date

Attachment 15

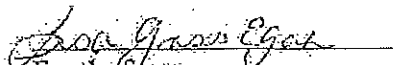
The State of Connecticut and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) agree to the following Tentative Agreement(s) regarding the successor Collective Bargaining Agreement between the parties;

ARTICLE 24
SAFETY

Section 1. Unsafe or Unhealthy Conditions. The Employer is receptive to all recommendations regarding improvement of apparently unsafe or unhealthy conditions. Once the Employer determines that an unsafe or unhealthy condition exists, it will attempt to alleviate or otherwise remedy the condition.

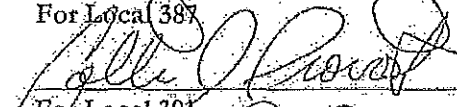
Section 2. Disputes. Disputes over unsafe or unhealthy working conditions shall be processed through the Labor Department for compliance with COSHA or otherwise with the Department-wide Labor Management Committee, but shall not be subject to the grievance procedure.

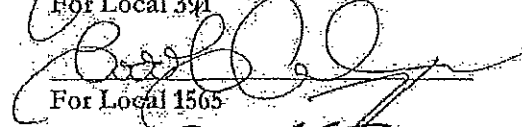
Section 3. Labor Management Committee. The appropriate applications of this Section, including disputes on operating unsafe vehicles or equipment, shall be discussed by the Labor Management Committee at the agency or institution level.


For the State

8-9-2016
Date


For Local 387


For Local 391


For Local 1565


For Council 4

08.09.2016
Date

Attachment 16

ARTICLE 25

Article 25 Sec 3 and Sec 4

Section 3. Annual Vacation Selection. Vacation sign-up books shall be provided at each facility for each shift prior to January 1 of each year. Selection of all vacation leave shall be done via seniority for the subsequent calendar year. NP-4 members shall be allowed to select their vacation time off on an individual day basis up to the amount of their annual vacation accrual as defined in Article 25, Section 1.

A. Additional Vacation Requests. NP-4 members may request additional vacation leave other than annual vacation. These requests must be made no less than 24 hours prior to the day requested and no greater than 30 calendar days prior to the date requested. The day off requested is not counted as part of the 30 days. Requests for time-off 30 days or less in advance shall be determined by seniority, and shall be processed at least one (1) hour prior to the completion of the shift the request was submitted.

B. Previously Granted Time-Off. In the event a NP-4 member changes facilities, shift or slot, all previously granted time-off shall be honored and adjusted to the employee's new schedule. The time-off shall be granted and not counted against the shift time-off allotment. Staff with approved annual vacation transferring to another facility, will not have their approved vacation count against the receiving facilities time-off allotment (compliment.)

Section 4. A second shift employee who has vacation and/or time off scheduled, shall not be required to work beyond the end of their normally scheduled shift the day before said scheduled vacation or time off.

Jason James Egan
For the State

6/6/17
Date

[Signature]
For the Union

[Signature] Local 1387
For the Union

[Signature] Local 185
For the Union

[Signature] Local 1391
For the Union

06.06.2017
Date

Attachment 17

The State of Connecticut and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) agree to the following Tentative Agreement(s) regarding the successor Collective Bargaining Agreement between the parties;

Delete Appendix E from the successor CBA between the parties and any reference to Appendix E from Article 27 and add as Section 6 to Article 27 as follows;

ARTICLE 27
EMPLOYEE UNIFORM, PERSONAL
APPEARANCE AND IDENTIFICATION

Section 6. UNIFORM SPECIFICATION AND ALLOTMENT

A. All Custody, Correctional Maintenance, Correctional Industries, Correctional Commissary and Correctional Food Service employees shall be provided the following uniform items:

1. Shirts ~~(7) A total of seven (7) five (5).~~ A total of (5) five long and/or short sleeve shirts; a minimum of one (1) shirt shall be long sleeve.
2. Trousers five (5).

NOTE: The number in parentheses next to the above uniform items indicates the quantity of the item (s) to be allotted to cadets at MTCSD, after which annual distribution shall be four (4) sets per year. Such distribution does not includes swaps as needed.

3. Hat (1) Baseball style Cap or knit hat with insignia. ~~(1) hat. (1) Knit hat.~~
4. Belt (1) law enforcement style duty belt. 1 1/2" wide plain leather. A key safe will also be issued.
5. Jacket (1) With zip-out lining.

NOTE: Items one (1) through five (5) may be in accordance with specifications of previously issued articles until existing inventory are exhausted.

6. Universal Precaution Pouch (1) Pouch to be worn on the belt. A pair of disposable latex gloves and a CPR microshield shall be maintained in the pouch and shall be replaced after use.
7. Department Shoulder Patch (1) Per shirt, ~~sweater~~ and jacket.
8. Badge (1) Embroidered per shirt, ~~sweater~~, and jacket.



9. **Name Tag** (1) per shirt, ~~sweater~~, and jacket.
10. **Body Alarms** A body alarm shall be issued to each hazardous duty staff.
11. **Shoes** (1 pair) Black shoes with black laces. Black military type boots with black laces may be worn at the employee's expense. Trouser legs shall remain outside when worn with a black military type boot. Shoes will be supplied on a yearly basis. Employee may buy second pair at the State rate.
12. **Socks** (7 pair).

*The number in parentheses next to the uniform item indicates the quantity of the item(s) to be allotted.

B. Placement of Authorized Optional Accessories.

1. **American flag and/or P.O.W./M.I.A.** pin may be worn on shirt centered directly under badge, with the base of the pin lined even with the top left pocket seam.
2. **Ribbon of valor/ribbon of distinction** may be worn on shirt centered above the name tag. When multiple ribbons are worn they shall be placed one above the other.
3. **Accreditation pin** may be worn on shirt centered directly above ribbon of valor/ribbon of distinction or above name tag.
4. **Accreditation patch** may be worn on the right shoulder 1" from the top of the jacket and/or sweater.
5. **Honor Guard pin** may only be worn by a present or past Honor Guard Member on the shirt centered directly over the ribbon of valor/ribbon of distinction or above name tag.
6. **K-9 shoulder patch** may only be worn by an active K-9 member on the right shoulder 1" from the top of the right shoulder seam or ½" below any other patch.
7. ~~Facility identification initial pin may be worn on the shirt centered directly over the ribbon of valor/ribbon of distinction or above the name tag or may be worn on the collar.~~
8. ½" x 3" gold colored hash marks may be worn on the left jacket sleeve. One hash mark for each five years of service.
9. A **union pin** shall be allowed for all union members.
10. No other uniform accessories shall be allowed unless authorized by the commissioner.
11. **Foul weather gear** shall be provided as necessary.
12. **Handcuffs, keys, flashlights, category I chemical agents, radios and appropriate holders** may be issued and worn on the belt as necessary.

C. Uniformed Correctional Treatment Officer. The silver initials CTO shall be positioned on and parallel with the front edge of the collar.

D. HEALTH SERVICES

~~Direct hands-on care Health Services personnel shall be provided scrubs and laboratory coats as appropriate. All direct care Health Services personnel shall be required to wear a name tag.~~

- ~~1. Scrubs The scrubs shall be navy blue with round neck.~~
- ~~2. Laboratory Coats The laboratory coats shall be white short and/or long sleeve.~~
- ~~3. Department Shoulder Patch (1 per laboratory coat) A navy blue patch with gold embroidery to be worn 1" from the top of the left shoulder seam.~~
- ~~4. Name Tag Navy blue with white lettering 1/2" x 3" to be centered directly above right shirt pocket. It shall include the title, first initial and last name of the employee.~~
- ~~5. Foul Weather Gear Foul weather gear shall be available as necessary.~~
- ~~6. Badge (1) The authorized Department badge shall be an eagle style badge. It shall be silver colored.~~
- ~~7. A Key Safe shall be issued.~~

Don Gross Egan
For the State

8/9/10
Date

[Signature]
For Local 387

[Signature]
For Local 391

[Signature]
For Local 1565

[Signature]
For Council 4

08.09.2010
Date

Age

Attachment 18

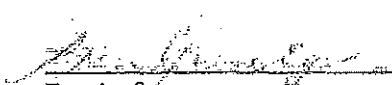
The State of Connecticut and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) agree to the following Tentative Agreement(s) regarding the successor Collective Bargaining Agreement between the parties;

ARTICLE 28 MILITARY LEAVE


Section 1. Paid Leave for Drills, Emergencies. A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training, provided such leave does not exceed two (2) calendar weeks in a calendar year, in addition to up to seven (7) days of military leave for weekend drills. Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. During such leave the employee's position shall be held, and the employee shall be credited with such time for seniority purposes.

Section 2. Unpaid Leave. Other requests for military leave may be approved without pay. Nothing in this Article shall be construed to prevent an employee from attending ordered military training while on regularly scheduled vacation.

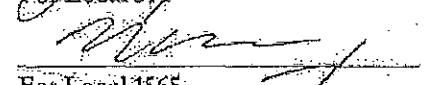
Section 3. Supersedence. The provisions of this Article shall supersede Sections 5-248(c) and 27-33 of the General Statutes and the appurtenant regulations of the Personnel Policy Board.


For the State


Date


For Local 387


For Local 391


For Local 1565


For Council 4


Date

Attachment 19

ARTICLE 29

Section 1. Stress Management Fund. The State shall establish a fund of one hundred thousand dollars (\$100,000) to be expended on stress management programs and/or procedures.

Section 2. Committee Established. A committee ~~shall be established by October 1, 1985~~ made up of three individuals designated by the Union and three individuals designated by management to determine what programs and/or procedures shall be implemented.

A. The six (6) designated individuals shall select a neutral member to the committee by ~~November 1, 1985~~.

~~B. Should the committee be unable to select a neutral member by November 1, 1985 the decision as to whom the neutral member shall be shall be turned over to the Labor Commissioner who shall appoint said neutral by January 1, 1986.~~

C B. The cost for the chosen neutral member shall be deducted from the established fund.

Jose Jesus Egas
For the State

[Signature]
For Council 4

[Signature]
For Local 387

[Signature]
For Local 391

[Signature]
For Local 1565

04-19-2016
Date

Attachment 20

The State of Connecticut and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) agree to the following Tentative Agreement(s) regarding the successor Collective Bargaining Agreement between the parties;

ARTICLE 30 Section 5. *NEW*

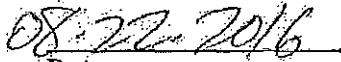
Section 5. Disclosure. Personnel files of bargaining unit employees shall not be subject to disclosure under the State's Freedom of Information Act where the request for disclosure is made by an inmate or made by someone on behalf of an inmate.


For the State


For Council 4

For Local 387

For Local 391


Date

For Local 1565

Attachment 21

The State of Connecticut and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) agree to the following Tentative Agreement(s) regarding the successor Collective Bargaining Agreement between the parties;

ARTICLE 33

Tuition Reimbursement (Article 33, Section 2 and 3)

Section 2. ~~Effective July 1, 2008 there shall be \$75,000 appropriated for the purpose of tuition reimbursement. Effective July 1, 2009 there shall be \$75,000 appropriated for the purpose of tuition reimbursement. Effective July 1, 2016 there shall be \$85,000 appropriated for the purpose of tuition reimbursement each year of the Agreement. Tuition Reimbursement Funds not used, shall not rollover year to year, or to the Successor Agreement.~~ *but not after 7/1/17*

Section 3. Application for Reimbursement. An employee applying for tuition reimbursement must submit the appropriate forms to the agency's tuition reimbursement coordinator not less than two (2) weeks prior to the start of the course. After approval has been received, if the employee decides not to take the course(s) or to drop a course(s), he/she shall notify the employer so that funds may be utilized for another employee. Upon presentation of evidence of payment and successful completion of the course(s), the employee shall receive tuition reimbursement as follows:

- A. **Reimbursement for Credit Courses.** For credit courses at accredited institutions of higher education, one hundred (100%) percent of the cost of tuition, laboratory fees, and community college service fees up to a maximum of three hundred dollars (\$300) ~~\$150.00~~ per credit for undergraduate courses and four hundred dollars (\$400) ~~\$180.00~~ per credit for graduate courses.
- B. **Reimbursement for Other Courses.** For other courses or programs, there shall be fifty (50%) percent tuition reimbursement to a maximum of one hundred fifty dollars (\$150) ~~\$75.00~~ per credit for undergraduate courses and one hundred eighty dollars (\$180) ~~\$90~~ per credit for graduate courses.

[Signature]
For the State

For Local 387

For Local 391

For Local 1565

For Council 4

08-28-2016
Date

Attachment 22

ARTICLE 35
PAROLE AND COMMUNITY SERVICES
BOARD OF PARDONS AND PAROLE

Section 1. Equipment. The Employer shall provide, maintain and replace the following equipment for all field services employees (Parole and Community Services Officers "PCS" and Board of Pardons and Parole Interstate Unit Officers "BOPP") including but not limited to;

Body Armor	Ballistic Vest Carrier with Identification Panels
Chemical Spray	Duty Belt
Equipment Bag	Expandable Baton
Flash Light	Leg Irons
Handcuffs	Response Device (currently Cell Phone)
Jacket	
Badge Holders	

Section 2. Firearms. The issuance and removal of a firearm to all Parole Officers and BOPP Interstate Unit Officers is at the discretion of the Director of Parole or the Chairperson of The Board of Pardons and Paroles or his/her designee. Should the issued firearm be removed from a field service employee said employee shall not be assigned to duties requiring a firearm. Upon written request of the affected employee a written reason for the removal of a firearm shall be given by the Director or Chairperson or his/her designee.

Section 3. Labor Management Committee. A labor/management committee, specific to Parole, shall be made up of three (3) NP-4 parole employees, and up to three (3) representatives of the Board. Two (2) NP-4 Union representatives and one (1) representatives of AFSCME Council 4 may also attend committee meetings. The parties may utilize additional members for said meeting(s.)

Section 4. Travel Outside Connecticut. Out of state travel shall be governed by the standard state travel regulations.

Effective July 1, 2019, The NP4 travel reimbursement for all NP4 members conducting out of state extraditions or other professional duties that require travel shall be as follows:

MEALS	
BREAKFAST	\$8.00
LUNCH	\$10.00
DINNER	\$20.00
MISC.	
GRATUITIES ON MEALS	15%
TAXES ON MEALS	ACTUAL COST
TOLLS/PARKING	ACTUAL COST



Section 5. Firearms Training.

A. Firearm Practice. The Agency and Board shall provide paid release time for PCS and BOPP Interstate Unit Officers to practice and qualify for firearm use, including low-light training. The Agency and Board shall provide sufficient ammunition and targets for this purpose.

B. Access to Firearms Range. All PCS and BOPP Interstate Unit Officers Employees may have access to the firearms range at other times for practice at their own expense, provided that: (1) space is available; (2) a State Police Range Officer or pre-approved municipal police firearms range instructor is present for the purpose of supervision; and (3) at a firearms range other than previously listed a Parole Firearms instructor is present.

Section 6. Provisions of Contract Not Applicable to Parole. The following are not applicable to PCS and BOPP or its employees:

Article 8, Section 2;

Article 8, Section 3;

Article 8, Section 4;

Article 8, Section 5;

Article 9, Section 3;

Article 15;

Article 17, Section 9;

Article 23;

Article 27;

Article 36, Section 7; and

Article 36, Section 8.

Section 7. Vehicles.

A. Each PCS and BOPP Interstate Unit Officer shall be provided with a State vehicle. The assignment of vehicles to employees (Parole Officers) is contingent upon the employee available for contact assignment, on a twenty-four (24) hour basis, except when on authorized leave.

B. Employee Use. Employees may continue to take assigned vehicles to their residence after completion of the work day subject to the conditions listed above.

1. Incidental Stops. Employees may make incidental stops (pick up laundry, pick up child at child care etc.) traveling to or from work as long as such stops are on the employee's normal commuting route.

C. Replacements. Replacement vehicles for employees shall be unmarked, four (4) door, air

condition, intermediate size vehicles.

D. Safety Cages. Safety cages will be available to employees when transporting prisoners. Vehicles with cages shall have tinted windows as long as DAS Fleet Services permits.

E. Emergency Communications. Emergency communications equipment (**radios**) shall be made available to employees during scheduled remands.

Section 8. Compensatory Time and Overtime.

A. Additional Hours Worked. ~~All Parole Officers - Parole employees and of the Board of Pardons and Paroles employees,~~ shall continue to receive compensatory time off and compensatory overtime pay for authorized hours worked in excess of the applicable work week according to the following;

- 1.) Parole Officers may accrue compensatory hours for overtime hours up to a limit of four hundred eighty (480) hours, after which said employee(s) shall be paid time and one-half (1 1/2) for any overtime hours worked.
- 2.) Compensatory Time shall be earned at a rate of one and one-half (1 1/2) hours for each hour of employment for which overtime compensation is required.
- 3.) Employees may use Compensatory Time with advanced notice and approval on the date requested unless doing so would unduly disrupt the operations of the State such that it would impose an unreasonable burden on its ability to provide services of acceptable quality and quantity for the public.
- 4.) Overtime Compensation may be paid in cash as the State's option, in lieu of providing compensatory time off, in any workweek or work period. In such instances, cash overtime compensation shall be paid at a rate of one and one-half (1 1/2) the rate the employee is actually paid per hour.
- 5.) Any employee who has a Compensatory Time accrual balance of four hundred eighty (480) hours shall receive any additional overtime earned as Overtime Compensation which shall be paid in cash, at a rate of one and one-half (1 1/2) the rate the employee is actually paid per hour.
- 6.) Paid leave (sick, vacation, holiday, etc.) shall be considered time worked for purposes of calculating Compensatory Time and Overtime Compensation.

B. Unscheduled Overtime. Employees shall receive additional Compensatory Time for work performed during non-work hours according to the following;

- 1) When a Parole Officer is contacted during their non-work hours by a Parole Supervisor or by the answering service, the Officer shall be eligible for one (1) hour of

callback compensatory time if required to make phone calls/faxes;

2) If the Parole Officer is contacted during their non-work hours by a Parole Supervisor or by the answering service, the Officer shall be eligible for a minimum four (4) hours of callback compensatory time if required to take further action such as picking up a parolee, going to a police station or going to court;

3) Should a Parole Officer be contacted during their non-work hours by a Parole Supervisor or by the answering service on a State holiday, Article 21 "Holidays," shall apply for the accrual of callback compensatory time.

- C. Compensatory Time credited and/or earned by bargaining unit member(s) shall be retained by said employee(s) until such time as the employee(s) utilizes the credited and/or earned Compensatory Time and shall not be subject to any "use or lose" provision.

When the employee/employer relationship is terminated by any means (retirement, resignation, termination, etc.) and said employee has credited/accrued Compensatory Time, said employee shall be paid his or her applicable hourly rate for each credited/accrued Compensatory Time hour or partial hour. In the event of an employee's death, said payment shall be made to the employee's estate or chosen pension beneficiary.

- D. An employee may utilize earned/accrued Compensatory Time to receive pay within a FMLA leave period. In such instances, the Compensatory Time used will be counted against the employee's FMLA leave entitlement.

Section 9. Start of Work Day: The start of an employee's work day shall begin at his/her official duty station, satellite office, temporary duty station or elsewhere as approved in advance by the employee's supervisor.

Section 10. Transfers and Special Assignments.

A. Voluntary Transfers. Voluntary transfers between each **DISTRICT** of PCS shall be accomplished in seniority order utilizing the standardized transfer list. Transfers out of Specialized Units into District offices will be accomplished by utilization of the standardized transfer list.

B. Involuntary Transfers. In the absence of volunteers, involuntary transfers between each DISTRICT or specialized unit shall be accomplished by inverse class seniority order.

C. Special Assignments/Specialized Units. Selection for special assignments shall be determined

by the Director or Chairperson. Non-selection is grievable in accordance with the grievance procedure provisions of this Agreement. In any arbitration, the arbitrator shall not substitute his/her judgment for that of the Director or Chairperson absent evidence that the Director or Chairperson exercised judgment arbitrarily or capriciously.

D. Parole Officers who attain the POII classification, shall immediately be eligible to place their name on standardized transfer list(s)

Section 11. Weekend Assignments.

A. **Saturday or Sunday Assignment.** In each calendar quarter of a year, each employee in the Parole and Community Services Division may be assigned to work one shift, at the applicable work day length, on a Saturday or Sunday.

B. **Assignment.** The assignment shall be made in advance by a supervisor.

C. Days Off

(1) An employee assigned to work on a Saturday shall be given either the preceding Friday or the following Monday off, at the employee's discretion.

(2) An employee assigned to work on a Sunday shall be given either the preceding Friday or the following Monday off, at the employee's discretion

(3) The employee shall notify the supervisor of his/her election of days off at the time the assignment is made

(4) The election of days off for a weekend assignment shall not be the basis for additional compensation.

D. **Holiday Weekends.** No assignments shall be made on weekends (Friday-Monday) that involve a holiday.

Section 12. Workweek. Parole Officers and Board of Pardons and Paroles employees shall work a forty (40) hour unscheduled work week consisting of five (5) consecutive eight-hour days Monday through Friday except as modified above. The workday must begin between 8am and 10am for PCS and 7am and 9am for BOPP except that a supervisor may pre-approve an earlier or later start time. Employees may elect either a thirty (30) or forty-five (45) minute lunch period.

A. **Evening Assignments.** Each Parole Officer in PCS may be assigned to work one evening each week as follows:

1. Employees shall schedule evening work by seniority, with the most senior selecting first, and must submit the schedule to the supervisor at least three (3) weeks prior to the beginning of each quarter.

2. No fewer than two (2) persons assigned to each District shall be scheduled to work on the same evening. Evening work shall begin after 2:00 pm and before 4:00 pm, except that a supervisor may pre-approve an earlier or later start time.

Section 13. Hours of Work for Board Employees. The hours of work and unscheduled workweek currently in effect for the Board employees shall continue in effect except that a second and/or third shift may be established with core hours to be determined upon establishment. Not less than thirty (30) days prior to the establishment of a second and/or third shift the Union will be notified and will be afforded all rights to negotiate the impact and implementation of the establishment of these shifts.

Section 14. Meal Periods. Employees shall be paid for their meal period if required to work through such period.

Brian Grass Egner
For the State

6/6/17
Date

[Signature]
For the Union
[Signature] Local 387.
For the Union

[Signature] Local 1325
For the Union
[Signature] Local 391
For the Union

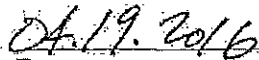
6/6/2017
Date


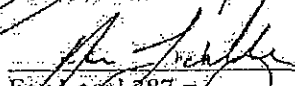
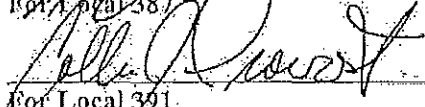
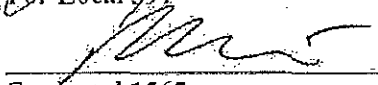
Attachment 23

ARTICLE 36
GENERAL PROVISIONS

Section 2. Printing of Agreement. The parties will share equally the cost of printing the Agreement in booklet form by a U.S. Union printer. Purchase of services to accomplish such printing will be accomplished by the Union. The electronic version of the Agreement is located on the State of Connecticut, Office of Policy and Management website.


For the State


Date


For Council 4

For Local 387

For Local 391

For Local 1565

Attachment 24

The State of Connecticut and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) agree to the following Tentative Agreement(s) regarding the successor Collective Bargaining Agreement between the parties;

ARTICLE 37
EMPLOYEE DRUG TESTING/SCREENING

Section 1. Applicability. There shall be a drug testing/screening program for Department of Corrections, Board of Parole and UConn Health Center employees.

Section 2. Probable Cause. An employee shall be subject to an immediate drug test if probable cause of drug use exists as determined by his/her supervisor, Warden, or designee. Such drug testing shall be administered by a qualified physician of the Employer's choice. The initial method of testing shall use an immunoassay. All specimens identified as positive on the initial test shall be confirmed using the chromatography/mass spectrometry test. If such test is again positive, a third more complex test on the same specimen can be administered at the request and expense of the employee. All initial tests shall be paid for by the Employer.

Section 3. Refusal to Take Test. Termination will result if the employee refuses to be administered the test. Positive findings from both the drug tests administered will result in the employee being relieved of duty and placed on sick or vacation pay, pending completion of departmental-approved drug rehabilitation program.

Section 4. Rehabilitation Program. Termination of the employee will result if he/she refuses to participate in or to complete such program.

Section 5. Return to Duty. Upon return to duty after successfully completing the drug rehabilitation program, the employee will be subject to a maximum of three random drug screens for the first eighteen (18) months following return to duty, in addition to drug screening based on probable cause for a period of two years during which time if the employee tests positive for drug use he/she will be subject to termination. Any employee refusing to be administered either a random or probable cause drug test during the time frames indicated above, as appropriate, when requested to by his/her supervisor, Warden, or designee, based on probable cause, shall be terminated.

For the State

Date

For Local 387

For Local 391

For Local 1565

For Council 4

Date

Attachment 25

**Memorandum of Agreement
between the State of Connecticut
-and-
the NP-4 Bargaining Unit**

The State of Connecticut, hereafter the "State," and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) hereafter the "Union," collectively the "parties," agree to the following for the successor Collective Bargaining Agreement (07.01.2016-06.30.2021)

1st Effective July 1, 2017,

All one (1) time and annual funding of items; Article 29: Stress Management, Article 33 Tuition Reimbursement, and any other applicable Articles/Sections of the CBA, shall be funded accordingly.

Leon Quares Egan
For the State

7/1/17
Date

[Signature]
For Local 387

[Signature]
For Local 391

[Signature]
For Local 1565

[Signature]
For Council 4

06.29.2017
Date

Attachment 26

Tentative Agreement between NP-4 and State of Connecticut on remaining issues:

1. Hazardous Duty Stipend:
 - July 1, 2019: Increase of \$150 to current Stipend (\$800 to \$950)
2. Shift Differential:
 - July 1, 2019: Increase of \$.10 to current differential (\$.90 to \$1.00)
3. Weekend Differential:
 - July 1, 2019: Increase of \$.10 to current differential (\$.65 to \$.75)
4. No Furlough Days
5. Meal Money:
 - Effective July 1, 2017, new employees will not receive meal money for the life of the Collective Bargaining Agreement.
 - Current employees who receive meal money will receive it for all shifts work, including mandated shifts.
6. Swaps
 - Effective July 1, 2017, 74 per year, no more than 12 per month
 - Effective July 1, 2018, 96 per year, no more than 12 per month
 - Effective July 1, 2019, 120 per year, no more than 12 per month
7. MOU's to be included in CBA: Food Service OT and Maintenance OT.
8. Duration of Collective Bargaining Agreement: July 1, 2016 to June 30, 2021.
9. SEBAC Framework: 5 Year Wage Package; 4 years Job Security subject to the procedures; April 2018 longevity payment will be made in July 2018, new FMLA language.
10. Interest Arbitration "Issues in Dispute" and all outstanding proposals are withdrawn by both parties.

Anna Grass Egner
For the State

6/16/2017
Date

[Signature]
For the Union

[Signature]
For the Union

[Signature]
For the Union

[Signature]
For the Union

6.16.2017
Date

Attachment 27

The State of Connecticut and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) agree to the following regarding the successor Collective Bargaining Agreement between the parties;


1. Article 2, Section 2, shall remain current contract language with no changes.
2. Article 3, shall remain current contract language with no changes.
3. Article 4, shall remain current contract language with no changes.
4. Article 8 shall remain current contract language with no changes.
5. Article 9, shall remain current contract language with no changes.
6. Article 16, shall remain current contract language with no changes.
7. Article 19, shall remain current contract language with no changes.
8. Article 30, shall remain current contract language with no changes.
9. Article 31, shall remain current contract language with no changes.
10. Article 32, shall remain current contract language with no changes.
11. Article 10, Section 2. B. shall remain current contract language with no changes.
12. Article 13, Sections 1 and 11, shall remain current contract language with no changes.
13. Article 26, shall remain current contract language with no changes, except that the Union maintains their "leave donation" proposal for consideration by the parties.

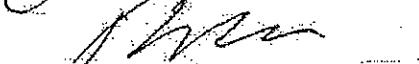

For the State

4/19/2016
Date


For Council 4


For Local 387


For Local 391


For Local 1565

Attachment 28

NP-4 Correctional Food Service Overtime Hiring Procedures

April 2016 LJR
(November 2015)

The following procedures shall be utilized at all Department of Correction locations to insure consistency regarding the overtime process for Food Service staff.

1. All employees who wish to work voluntary overtime shall sign a quarterly overtime list per the Collective Bargaining Agreement (CBA.) All employees must print their first and last name legibly when signing. Only one (1) phone number shall be provided by the staff member when signing the quarterly list. Only employees who have signed the quarterly list may place their names in the sign-up book as outlined in the CBA.
2. Three instances of an unanswered phone on three (3) separate days shall count as one refusal. The supervisor shall attempt to speak directly to the staff member. If the staff member is not available, a message shall be left with the person answering the phone or on an answering machine, indicating that overtime is being offered and that in order to be given the overtime, the staff member must call the supervisor back prior to the supervisor completing the hiring of overtime. If the staff member calls back after the hiring of overtime is completed, the staff member will be charged with a no-contact. Three (3) no contacts equals one (1) refusal.

During Ramadan, the employee is charged for the hours of overtime, but does not receive refusals.

3. If an employee cannot be contacted for a particular shift they signed for, they shall be given a no contact. If the employee refuses overtime when offered for a shift signed for, it will be considered a refusal. A refusal of overtime shall be recorded as an eight (hour) shift. During Ramadan staff will not get charged refusals, but shall be recorded as number of hours worked.
4. All staff will begin the quarter with zero (0) hours. A total number of hours per employee will be kept for the fiscal year by the employer and will be available for review by the Union each quarter.
5. Employees who transfer during a quarter shall be permitted, upon request, to have their names added to the quarterly overtime list and shall be credited with the highest number of hours attained by an employee on the list (by classification).

Employees who are administratively transferred during a quarter shall be permitted, upon request, to have their names added to the quarterly overtime list and shall be on the list (by classification) at the hours previously attained by the employee at their assigned facility.

Probationary employees shall be placed on the list, if requested, upon completion of probation under the same conditions as a transfer.

Staff returning from Workers Compensation, FMLA or Administrative Leave shall be placed on the quarterly list, per their request, at the hours they maintained prior to said Workers Compensation, FMLA or Administrative Leave start at Zero (0) hours or have had previous time within that quarter. Staff who are administratively transferred will carry their hours with them.

6. Overtime may be booked up to three (3) days in advance to account for the supervisor's 5 & 2 schedule. If advance booking is done, the supervisor must notify a union representative.
 - a. When CFSS3 is prescheduling overtime they must first contact everybody who signed up on the quarterly overtime and give them the option to sign up for the days that you are covering. For Food Service staff, names may be added to the sign up book during the first hour of his/her shift except on weekends and holidays.
 - b. The CFSS3 will leave a message that they are covering the overtime for the days that you are covering them.
 - c. When the CFSS3 schedules the o.t they will need to add the hours before offering the next shift (example: the CFSS3 needs to cover the weekend on Friday. They contact all staff that's on the quarterly overtime who has not signed the book, where the CFSS3 will let the staff know that they are covering overtime for Saturday, Sunday and Monday and if the NP-4 employees want to put their name in the book. Then the CFSS3 starts the overtime process.
 - d. The CFSS3 will start with the staff member with the least amount of hours that is signed up in the book. If that staff member accepts they will have the hours added before filling the next shift of overtime (this also applies to refusals and No Contacts.) In the LT office you need to have each day labeled and updated in case there is a last minute call out. This procedure can also be utilized when there is a holiday during the week.
 - e. The overtime list shall be available for inspection.
7. Per the CBA, when the daily sign-up sheet has been exhausted the quarterly overtime list shall be utilized, beginning with the employee with the least amount of hours. Once the

quarterly list has been exhausted, volunteers shall be sought prior to involuntary overtime. If a Food Service employee refuses a shift of overtime and he/she is subsequently mandated for the same shift, no refusal shall be recorded for that shift.

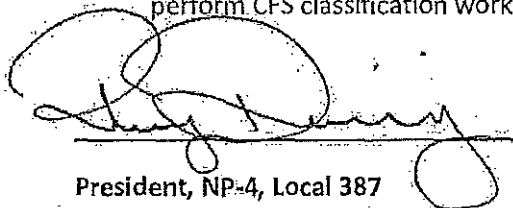
8. When an employee is off work for a full day due to sick, FMLA (employee only) or worker's compensation, the employee shall not be available for or offered work during the twenty-four (24) hour period beginning with the start of the shift for which the employee is absent.

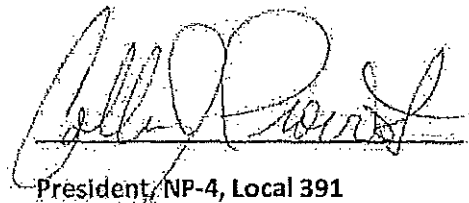
If a staff member has been approved a day off for vacation, PL, IL, SF, or funeral he/she may sign up to work overtime on any shift other than their own. If they have signed the overtime sheet for that day and the supervisor is unable to contact the staff member or the staff member refuses overtime, they will be charged a no contact or refusal (red eight), whichever is applicable.

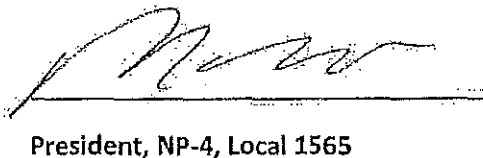
9. If a Correctional Food Service employee volunteers for a shift of overtime, he/she should not be given a refusal for turning down another assignment within the same twenty-four hour period.

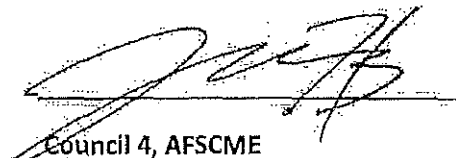
10. It is understood by all parties that utilizing the sign-up book cannot ensure equalization among all employees at the end of the fiscal year, however, it is also understood that the employer will make every effort to equalize overtime among those employees signing the book.

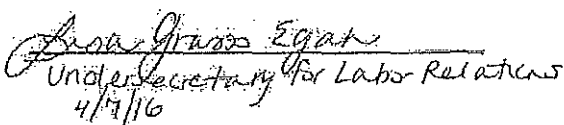
11. It is also understood that under no circumstances shall a non-Food Service employee perform CFS classification work.

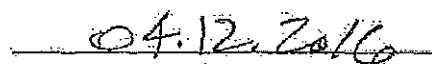

President, NP-4, Local 387


President, NP-4, Local 391


President, NP-4, Local 1565


Council 4, AFSCME


Under Secretary for Labor Relations
4/17/16


04.12.2016

Attachment 29

**Memorandum of Agreement
between the State of Connecticut
-and-
the NP-4 Bargaining Unit**

The State of Connecticut, hereafter the "State," and the NP-4 Bargaining Unit (Locals 1565, 391, 387 AFSCME Council 4) hereafter the "Union," collectively the "Parties," agree to the following;

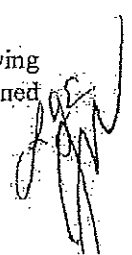
Whereas; the Parties previously came to an agreement dated March 7, 2013 (attached), regarding Compensatory Time for Parole Officers of the bargaining unit; and

Whereas; Article 35, Section 8. B. of the Collective Bargaining Agreement (CBA) between the parties currently contains the following language: "B. Periods in Which Compensatory Time is Used. Effective July 1, 1997, compensatory time earned during the six (6) month period following July 1st must be used by June 30th of the following year. Compensatory time earned during the six (6) month period following January 1st must be used by December 31 of that year"; and

Whereas; the Parties agree that the language of Article 35 Section 8. B., referenced above, should be modified in order to ensure consistency with all applicable State and Federal Laws;

Now, therefore, in the interest of fully and finally resolving all matters and disputes relating to said agreement and CBA language, the State and the Union mutually agree to the following:

1. The agreement dated March 7, 2013 between the Parties shall be considered null and void from the date this Memorandum of Agreement is fully executed, at which time this Memorandum of Agreement shall take effect.
2. Upon execution of this Memorandum of Agreement, Article 35, Section 8. B. of the Collective Bargaining Agreement between the Parties shall be replaced by this Agreement.
3. Upon execution of this Memorandum of Agreement, Compensatory Time currently credited to and/or earned by bargaining unit member(s) according to the CBA shall be retained by said employee(s) until such time as the employee(s) utilizes the credited and/or earned Compensatory Time, and shall not be subject to any "use or lose" provision, now or in the future.
4. Upon execution of this Memorandum of Agreement, Compensatory Time that was not utilized by employees and subsequently lost pursuant to the prior agreement and CBA language will be restored to said employees' credited Compensatory Time accruals.
5. When the employee/employer relationship is terminated by any means (retirement, resignation, termination, etc.) for any applicable employee, and said employee has credited Compensatory Time, said employee shall be paid his or her applicable hourly rate for each credited Compensatory Time hour or partial hour.
6. The Parties further agree that upon execution of this Memorandum of Agreement, the following shall govern regarding earning, use and payment for Compensatory Time, which shall be governed



by the Fair Labor Standards Act (FLSA), 29 U.S.C. §201, et. seq. and related regulations, 29 CFR 553.22 et. seq;

- a) Parole Officers may accrue compensatory hours for overtime hours to a limit of 480 hours after which said employees shall be paid time and one-half for any overtime hours worked.
 - b) Compensatory time shall be earned at a rate of one and one-half hours for each hour of employment for which overtime compensation is required by 29 U.S.C. §207.
 - c) Employees may use Compensatory Time on the date requested unless doing so would unduly disrupt the operations of the State such that it would impose an unreasonable burden on its ability to provide services of acceptable quality and quantity for the public.
 - d) Overtime Compensation may be paid in cash at the State's option, in lieu of providing compensatory time off, in any workweek or work period. In such instances, cash overtime compensation shall be paid at a rate of one and one-half the rate the employee is actually paid.
7. The parties further agree that the forgoing provisions do not supersede contractual provisions, specifically that paid leave (such as sick, vacation and holidays, etc.) shall be considered time worked for purposes of overtime.
 8. An employee may use accrued Compensatory Time to receive pay within an FMLA leave period. In such instances, the Compensatory Time used will be counted against the employee's FMLA leave entitlement.
 9. In addition, the terms provided in paragraph six (6) above shall be incorporated in the successor Collective Bargaining Agreement. Any remaining Compensatory Time issues shall be addressed through the current Collective Bargaining process for a successor CBA.
 10. Nothing in this Memorandum of Agreement is intended to create a past practice or precedent between the Parties outside of the subject matter contained herein, and this Memorandum of Agreement shall not be presented as such, in any other forum, except to enforce the instant terms.

Leon Grass Egan
For the State

7-27-2016
Date

[Signature]
For Local 387

[Signature]
For Local 391

[Signature]
For Local 1565

[Signature]
For Council 4

7-27-2016
Date