

MEMORANDUM OF UNDERSTANDING
Between the
STATE OF CONNECTICUT
And the
CSEA, SEIU Local 2001, and Correction Supervisors Council (NP-8 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 CSEA, SEIU Local 2001 Correction Supervisors Council (NP-8 bargaining unit) agree to the following provisions:

1. DURATION

The collective bargaining agreement between the State and the Union which is currently in force is hereby extended to June 30, 2021. Article 51 of the NP-8 contract is therefore revised to provide for an expiration date of June 30, 2021. Except as modified by this agreement, the provisions of the existing NP-8 contract remain in effect. This agreement shall be deemed to include all of its attachments which include all Tentative Agreements modifying the language of the current Collective Bargaining Agreement.

2. GENERAL WAGES AND ANNUAL INCREMENTS:

Article 21, Section One of the contract is deleted and the following substituted in lieu thereof:

a) There will be no increase in the base annual salary for employees or the current salary schedules during the 2016-17, 2017-18, and 2018-19 contract years.

(b) Effective and retroactive to July 1, 2015, the base annual salary for employees in the classification of Parole and Community Services Manager and the current salary schedule shall be increased by three percent (3%).

(c) Effective July 1, 2018, employees will receive a two thousand dollar (\$2,000) lump sum bonus except employees at maximum pay will receive a one thousand dollar (\$1,000) lump sum bonus and their Maximum Rate Payment in accordance with Section 9 of this Article.

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

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

The remainder of Article 21 shall be unchanged, except as set forth in the attachments hereto. Increments shall be in accordance with the SEBAC framework, reflecting the Parole Manager's special status as reflected in that framework.

3. LONGEVITY

(a) Employees shall continue to be eligible for longevity payments for the life of the contract in accordance with existing practice, except as provided in paragraph (b).

(b) 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-8 collective bargaining agreement, except to the extent otherwise called for in this agreement. The NP-8 collective bargaining agreement shall be extended until June 30, 2021 and unexpended fund amounts shall roll over year to year. Any unexpended funds shall lapse or shall not lapse as of June 30, 2021 in accordance with present rules.

5. JOB SECURITY

From **July 1, 2017 through June 30, 2021**, there shall be no loss of employment for NP-8 bargaining unit employees hired prior to **July 1, 2017**, including loss of employment due to programmatic changes, subject to the following conditions:

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

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

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

c. The State is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs outside the **July 1, 2017-June 30, 2021** time period. The Office of Policy and Management and the Office of Labor Relations commit to continuing the effectiveness of the Placement and Training process during and beyond the biennium to facilitate the carrying out of its purposes. The State shall continue to utilize the funds previously established for carrying out the State's commitments under this Agreement and to facilitate the Placement and Training process.

The Implementation provisions as laid out in the SEBAC 2017 Agreement regarding Job Security for OLR Covered Units shall be applied to the NP-8 Unit.

6. FURLOUGH DAYS IN NP-8

In accordance with the SEBAC 2017 Agreement regarding furlough days, bargaining unit members will have their sick leave accruals reduced from one and one quarter (1 ¼) days per month to one (1) day per month for a period of twelve (12) months beginning in July 2017 and ending in June 2018. Any new employee brought into the bargaining unit prior to 7/1/18 will have their sick leave accruals reduced from one and one quarter (1 ¼) days per month to one (1) day per month for a period beginning on the month of their entry and continuing for twelve (12) months.

7. OTHER AGREED UPON PROVISIONS

- Article 1, Section 1, Recognition, add: "and as further modified with the agreement reached by the parties on May 8, 2015 (Case No. SE-31146) to include Parole and Community Service Managers within the Department of Correction and the Board of Pardon and Parole." See Attachment 1
- Article 7, Section, 5, Union Security and Payroll Deductions. See Attachment 2
- Article 8, Section 5, Union Rights. See Attachment 3
- Article 8, Section 11. Union Rights, See Attachment 4
- Article 8, Section 12, Union Rights, add "and the Council Executive Vice-President." See Attachment 5
- Article 10, Section 7, Service Ratings. See Attachment 6
- Article 12, Section 3, Workshop and Conference Fund. See Attachment 7
- Article 12, Section 4, Workshop and Conference Fund. See Attachment 8
- Article 14, Sections 4&5, Working Test Period. See Attachment 9
- Article 16, New Sections 7-8, Order of Layoff and Reemployment "Sections 7, 8. See Attachment 10
- Article 17, Grievance Procedure. See Attachment 11.
- Article 18, Section 6, Dismissal, Suspension, Demotion or Other Discipline. See Attachment 12
- Article 19, Sections 1-4 Hours of Work, Work Schedules, and overtime. See Attachment 13
- Article 20, Sections 1-8. See Attachment 14

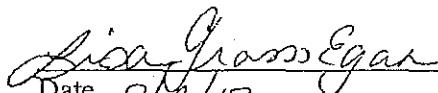
- Article 21, Section 1 and Section 2, Compensation. See Attachment 15
- Article 21, Section 4, Compensation. See Attachment 16
- Article 21, Section 5, Compensation –Call Back Pay. See Attachment 17
- Article 21, Section 8, Compensation –Annual Increments. See Attachment 18
- Article 21, Section 8, Compensation –Parole and Community Services Managers dates for increments. See Attachment 1
- Article 21, Section 9, Compensation – Parole and Community Services Managers eligibility for maximum rate lump sum payment. See Attachment 19
- Article 21, Section 11 – Educational Stipend. See Attachment 20
- Article 21, Section 13 (New) – Supervisory Stipend. See Attachment 21
- Add Deputy Warden Language as: “The parties agree to continue to bargain over economic and non-economics items for Deputy Wardens consistent with the parties’ Recognition Agreement signed on March 23, 2017 and the Memorandum of Understanding signed on June 23, 2017.” See Attachment 22
- Article 25, New Section 4, Travel. See Attachment 23
- Article 27, New Section 3, Miscellaneous. See Attachment 24
- Article 29, New Section. Retirement. See Attachment 25
- Article 33, Sections 1-2. See Attachment 26
- Article 35, Section 7, Sick Leave. See Attachment 27
- Article 40, New Section, Labor Management Committee. See Attachment 28
- Article 41, New Section 3, Printing and Distribution of the Agreement add “Section 3. The electronic version of the Agreement can be found on the internet at the following web address: <http://www.ct.gov/opm/cwp/view.asp?a=2992&Q=383228>.” See Attachment 29
- Article 45, Class Reevaluation to delete “The Director” and replace it with “Undersecretary of.” See Attachment 30
- Article 49, Military Leave. See Attachment 31
- New Article 53, Health and Wellness. See Attachment 32
- Article 54, Personal Leave Days. See Attachment 33
- Appendix A, Service Rating Form. See Attachment 34
- MOU –Group Life Insurance New Paragraphs. See Attachment 354
- MOU-Art 36 Sick Leave Bank. See Attachment 36
- MOU – Recuperative Post Program – NP-8 Unit; Parole and Community Services Managers. See Attachment 37
- MOU –Parole and Community Services Managers. MOU 1/20/16 and MOU 6/20/17. See Attachment 38
- MOU- Recognition Section 2-4. See Attachment 39
- MOU-Succession Planning. See Attachment 40

9. APPROVAL

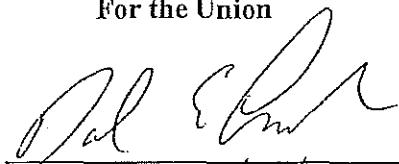
This agreement is subject to approval of the Legislature pursuant to Connecticut General Statutes Section 5-278.

Signatures:

For the State of Connecticut


Date 7/6/17

For the Union


Date 7/6/17

Attachment 1

ARTICLE 1 - RECOGNITION

Section 1. The State of Connecticut recognizes the Connecticut State Employees Association as the exclusive bargaining representative of the State employees classified as Correctional Lieutenants and Correctional Training Officers in accordance with the agreement reached by the parties on November 29, 2001 and finalized on December 3, 2001 (Case No. SE-22,766) and as modified by the State Board of Labor Relations on October 17, 2003 (Case No. SE-25,551, Decision No. 4094) to include the Correctional Captains and Correctional Counselor Supervisors and as further modified with the agreement reached by the parties on May 8, 2015 (Case No. SE-31,146) to include Parole and Community Service Managers within the Department of Correction and the Board of Pardons and Parole.

John Comp 4/25/2016
For the State Date

[Signature] 4/25/16
For the Union Date

Attachment 2

ARTICLE 7 - UNION SECURITY AND PAYROLL DEDUCTIONS

Section 1. Union dues and initiation fees, if any, shall be deducted by the State Employer biweekly from the paycheck of each employee who signs and remits to the State Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

Section 2. An employee covered by this Agreement who is not a member of the Union is required, as a condition of employment, to pay to the Union an amount equal to the regular dues, fees and assessments that a member is charged.

Section 3. (a) Any employee in the bargaining unit covered by this Agreement who fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee.

(b) The deduction of the agency service fee shall be effective with the first payroll check received as an employee covered by this contract and the amount of agency service fee shall be determined by the Union and shall not exceed the amount of the Union dues. An employee who objects to payment of such fee based on the tenets of a bona-fide religious sect shall have his/her agency service fee forwarded by the Union to a nationally recognized charity, designated by mutual agreement of the Union and State, provided that the employee submits such objection in writing to the Union.

(c) The amount of dues or agency service fees deducted under this Article shall be remitted to the Treasurer of the Union as soon as practicable after the payroll period in which such deduction is made together with a list of names of employees for whom any such deduction is made.

(d) Should the Union believe that the Union dues/fees of an employee have not been deducted correctly the Union shall notify the employing agency with the specific nature of the problem. Upon agency verification of the problem the agency shall arrange for corrective action with the Union and the employee. (For example, an employee whose dues have been underdeducted by \$1.00 for six (6) pay periods shall have \$1.00 extra deducted, in addition to the correct dues deduction, for a period of six (6) pay periods).

(e) The Union agrees to indemnify the State Employer for its damages or cost incurred in defense of actions taken under this Section by the State.

Section 4. In accordance with those procedures promulgated by the Office of the State Comptroller the State shall allow for the deduction of contributions for the Union's political action fund.

Section 5. The State shall furnish the Union on a quarterly basis reports containing the following information sorted by facility:

5/5/17
(RRP) JEC

- (a) New hires into Bargaining Unit, their classification, ~~Social Security number~~, and address.
- (b) Re-employed workers into the Bargaining Unit, their classification, ~~Social Security number~~, address, and date of hire.
- (c) Employees separated from the Bargaining Unit and date of separation.

Mark A. Smith 4/13/17
For the Union Date

Lisa J. Gussler 5/2/17
For the State Date

Attachment 3

ARTICLE 8 - 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 the 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 photocopying 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. (a) The State shall furnish a minimum of one (1) bulletin board at each institution which the Union may utilize for their announcements and Union material. 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.

(b) Agency bargaining unit vacancies, including promotional opportunities within the bargaining unit, shall be posted at least ten (10) calendar days prior to the closing date of the promotional position.

(c) Notices of vacancies shall also be sent to CSEA at the same time they are posted.

Section 3. Access to Premises. Union Staff Representatives and officials shall be permitted to enter the facilities of the Agency at any reasonable time for the purpose of discussing, processing or investigating filed grievances, or fulfilling its role as collective bargaining agent, provided that they give notice prior to arrival to the Unit Administrator and do not interfere with the performance of duties. The Union shall furnish the Agency with a current list of its staff personnel and their jurisdictions and shall maintain the currency of said list.

Section 4. Use of Employer Facilities. (a) The Department will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the Department. (b) The Employer will permit the Union to leave handouts in specified areas and to allow the Union to use mailboxes where available. Employees will be allowed to carry Union mail between institutions as long as this does not interfere with the performance of duties.

Section 5. Union Business Leave. (a) Provided two (2) weeks written request indicating the nature of the business is submitted by the Union to the Office of Labor Relations, paid leave will be granted to Union designees except in the case of emergency.

The parties recognize that two (2) weeks advance notice for union business leave may not always be possible or practical. Accordingly, the State Office of Labor Relations may grant leave with less than two (2) weeks' notice as long as such leave does not adversely affect agency

operational needs. The Union will strive to provide as much advance notice as possible under these circumstances.

A bank of seventy (70) days is established in each year of the contract for attendance at steward training, union conventions, legislative or administrative hearings or other legitimate union business, such as by-law meetings, executive sessions, etc. There will be unlimited carryover of unused bank time from one contract year to the succeeding contract year(s), but carryover past the expiration date is to be by mutual agreement. Time used for processing grievances shall not be charged to this bank of hours.

In addition to the seventy (70) days of paid leave provided, the State shall grant up to twenty (20) days of paid time off for bargaining unit employees who are delegates to attend the CSEA Convention and/or the SEIU convention.

(b) 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. An extension not to exceed one (1) additional year may be granted subject to the approval of the Director of the Office of Labor Relations. Upon return from such leave, the State employer shall offer said employee a position at least equal to the former position in pay, benefits and duties, with no loss of seniority, at the rates in force at the time of return from such leave. The employee shall be entitled to buy back retirement credits for that period of time specified above. Time utilized for this purpose shall not be charged to the bank of hours outlined in subsection (a) of this Section.

Section 6. Stewards. (a) The Union shall furnish the Employer with a list of stewards authorized to represent the Union within sixty (60) days from the date of execution of this Agreement. Such list shall be updated quarterly. The Union shall be entitled to forty (40) stewards and shall endeavor to have one (1) Union Steward per correctional institution and four (4) Union Stewards to represent all other non-institution personnel.

(b) Stewards will notify their Unit Administrator or his/her designee when they desire to leave their work assignments to carry out their duties in connection with this Article. Permission to leave will be granted by the Unit Administrator or his/her designee unless the work situation or an emergency dictates otherwise. Requests by stewards to meet with employees and/or employees to meet with stewards must state the name of the employee involved, his/her work location, and the expected time that will be needed. Stewards 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 of this Section.

Section 7. Permission to enter the premises or to conduct representational business during working hours may be denied or revoked in emergency circumstances.

Section 8. Employer representatives shall deal exclusively with Union designated stewards or representatives in the processing of grievances or any other aspect of contract administration.

Section 9. Use of Telecommunication Equipment. Where pay telephones are reasonably available, Union stewards shall use such telephones for Union business calls. If pay telephones are not reasonably available, the State will allow stewards to use the State's telephones for Union business, provided that the calls are of short duration and that long distance calls are not charged to the State. The Union will cooperate in preventing abuse of this Section.

Section 10. Super seniority for Stewards. For the purposes of layoff and involuntary transfers, Stewards shall have the highest seniority in their respective classifications.

Section 11. Signed off on July 11, 2016.

Section 12. The Council President may at his or her option work a 5/2 schedule.

W. L. Hill 2/13/17
For the Union Date

Myron G. Kim 03/8/2017
For the State Date

Attachment 4

TENTATIVE AGREEMENT

Agreed at MP-8 Negotiations on June 28, 2016

Article 8 UNION RIGHTS

Section 11. The President, the Vice President and the Chief Steward of the Union's Executive Board may have a cellphone in the facility.

Helen M. Kemp

For the State
Helen M. Kemp

Date: July 11, 2016

Art Merrill

For the Union

Date: 7/11/16

Attachment 5

ARTICLE 8 - UNION RIGHTS

Section 12. The Council President and the Council Executive Vice-President may at his or her option work a 5/2 schedule.

[Signature]
For the Union

4/13/17
Date

[Signature]
For the State

5/2/17
Date

Attachment 6

ARTICLE 10 - SERVICE RATINGS

Section 1. Service ratings are evaluations of work performance. Service ratings issued during a working test period are not subject to the grievance or arbitration procedure.

Section 2. Annual service ratings shall be conducted (rated) by the employee's immediate supervisor(s) who has observed the employee's performance for six months or more. If this is not the case, the rater shall note and take into account the period of observation. If the immediate supervisor has less than three months of observation, the predecessor supervisor, if available and if [s]he has observed the employee for more than six months, shall conduct the service rating; if the predecessor is not available, the next level supervisor, in consultation with the immediate supervisor shall conduct the service evaluation. Consistent standards of rating shall be made known to the bargaining unit and all raters. Raters shall make a good faith effort to apply such standards uniformly in all ratings.

Section 3. An overall unsatisfactory annual service rating may be grounds for denial of an annual increment and may also be considered for promotions.

Section 4. Service ratings shall not contain comments which are inconsistent with the rating. However, constructive suggestions for improvement shall not be considered to be inconsistent with the rating.

Section 5. No comments may be added to the service rating after it has been signed by the employee.

Section 6. Employees shall be given copies of their completed service ratings.

Section 7. Service rating shall be filed by the appointing authority in compliance with Regulation 5-237-1. The form shall be made Appendix A of this Agreement. The parties, by mutual agreement, may modify the service rating form in Appendix A. The labor/management committee(s) as set forth in Article 40 shall be the appropriate forum to discuss revisions to the service rating form.

The service rating form referenced in Article 10 Section 7 and contained in Appendix A shall be revised so that the category of "Appearance" is shifted to the last of the categories.

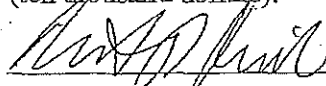
Section 8. Determination of an overall rating. (a) Five or more ratings of excellent, with no needs improvement or unsatisfactory ratings will equal an overall excellent rating. Four ratings of excellent with four ratings of fully successful equal an overall fully successful rating. Each category shall be rated independently from the other categories. The rating shall be completed by the immediate supervisor(s), reviewed by the unit head and agency designee and then presented to the employee.

(b) A rating of unsatisfactory in one (1) category or a needs improvement in two (2) categories may constitute an overall unsatisfactory service rating. A rating of needs improvement in one (1) category may constitute an overall needs improvement rating. When an employee is

Attachment 7

ARTICLE 12 - WORKSHOP AND CONFERENCE FUND

Section 3. There shall be \$5,000 (five thousand dollars) appropriated each fiscal year of this Agreement for the purposes outlined in Section 1 above. Funds that are unexpended in one fiscal year shall carryover into the next fiscal year provided however that the fund will expire on expiration of the Agreement. Effective July 1, 2019, the fund shall be increased to \$7,500 (Seven thousand five hundred dollars). Effective July 1, 2020, the fund shall be increased to \$10,000 (ten thousand dollars).


For the Union

6/23/17
Date


For the State

6/23/17
Date

Attachment 8

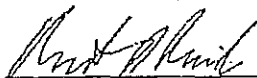
ARTICLE 12 - WORKSHOP AND CONFERENCE FUND

Section 1. The Training Committee established in Article 13 shall administer a fund for defraying expenses incurred for attendance by employees who have completed the working test period in a bargaining unit title at professional seminars, workshops or conferences. The committee may develop procedures as are necessary to administer the process consistent with the contract and law. The actions or non-actions of the committee are not precedent setting nor are they subject to collateral attack in any forum.

Section 2. The Committee will meet quarterly. Time off for attendance at the committee meetings will be without loss of pay or benefits, but shall not exceed one (1) day per calendar quarter of release.

Section 3. There shall be ~~Open issue~~ ^{7/5/17} appropriated each fiscal year of this Agreement for the purposes outlined in Section 1 above. Funds that are unexpended in one fiscal year shall carryover into the next fiscal year provided however that the fund will expire on expiration of the Agreement.

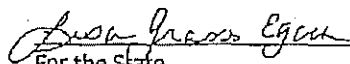
Section 4. Each eligible employee shall be entitled to a maximum of Six Hundred Dollars (\$600) reimbursement per contract year toward the cost of fees, travel, food, and/or lodging related to attendance at such events. ~~An employee may use the fund once in a two year period for an expenditure in excess of \$600 but not greater than \$1200. Use of the fund for expenditures of less than \$600 will not entitle the employee to use the fund for an additional expenditure in excess of \$600 in any two year period (no carryover credit).~~ Reimbursement shall be consistent with standard state travel regulations. Employees who attend training herein will also continue to receive regular pay and benefits.



For the Union

4/13/17

Date



For the State

5/2/17

Date

Attachment 9

ARTICLE 14 - WORKING TEST PERIOD

Section 1. The Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during a Working Test Period shall be tantamount to a failure of the competitive exam. The Working Test Period shall be for six (6) months. A Working Test Period may with the approval of the Commissioner of Correction be extended for a defined period of time not to exceed three (3) additional months.

Section 2. Evaluations of the performance during the Working Test Period shall be on a monthly basis and shall not be subject to any appeal procedures including the grievance and arbitration provisions of this Agreement.

Section 3. Failure of Supervisory Training Program. The employee shall be required to attend a supervisory training program as required by the Agency. Failure to complete this training may be considered as a failure of the Working Test Period.

Section 4. Failure of a promotional Working Test Period shall be subject to the grievance procedure provided, however, that the burden shall be on the employee to show patent unfairness of the Working Test Period due to evaluator bias or variance from the pertinent job specification. The employee may grieve the failure of a promotional working test period to Step III of the grievance procedure; the Office of Labor Relations response at Step III shall be final and binding.

If an employee fails a promotional Working Test Period in the classification of Correctional Training Officer and was promoted from the position of Correctional Lieutenant, he/she shall be returned to the position of Correctional Lieutenant. If a Correctional Training Officer was not promoted from a position of Correctional Lieutenant, a Correctional Training Officer may at the discretion of the Office of Policy and Management, have his/her position reclassified to the position he/she held prior to his/her promotion. If the department has a vacancy in the position that the Correctional Training Officer held prior to his/her promotion to which no other individual has superior rights, he/she shall be placed in such vacancy. Absent approval of Office of Policy and Management to reclassify the position or the availability of a vacancy, the employee shall be separated in good standing. His/her name shall be placed on the reemployment list for the position he/she held prior to his/her promotion for which he/she will have statutory reemployment rights.

A Correctional Lieutenant who fails his/her promotional Working Test Period, may, at the discretion of the Office of Policy and Management, have his/her position reclassified to his/her former classification. If the Department has a vacancy for his/her former classification at the time of the failure of the promotional Working Test Period to which no other individual has superior rights, he/she shall be placed in such vacancy. Absent the approval of Office of Policy and Management to reclassify the position or the availability of a vacancy, the employee shall be separated in good standing. His/her name shall be placed on the reemployment list for the position of his/her former classification for which he/she will have statutory reemployment rights.

ARTICLE 14 – WORKING TEST PERIOD

5 288 3/6/17
Section 4. (New – Add)

A bargaining unit member in the Division of Parole and Community Services or Board of Pardons and Paroles who fails his/her Working Test Period may 1) at the discretion of the Office of Policy and Management have his/her position reclassified to his or her former classification or 2) revert back to his/her former classification if the Department of Correction (DOC) or the Board of Pardons and Paroles has an available vacancy at the time of the failure of the promotional Working Test Period and no other individual has superior rights to the vacant position. Absent the above, the employee shall be separated in good standing. His/her name shall be placed on the reemployment list for the position of his/her former classification for which he/she will have statutory reemployment rights. Notwithstanding the above, any bargaining unit employee described above that was promoted from within the bargaining unit shall be returned to that classification within the bargaining unit.

Matthew Kevin 6/7/17
For the Union Date

Lisa Gress Eggen 6/7/17
For the State Date

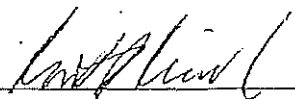

Attachment 10

ARTICLE 16 - ORDER OF LAYOFF AND REEMPLOYMENT

Section 1 to 6: Tentative agreement signed on June 7, 2017.

(NEW) Section 7. For the purposes of layoff as described in Section 2 of this article, the Department of Correction and the Board of Pardons and Paroles shall be considered separate agencies.

(NEW) Section 8. The job security provisions of the SEBAC 2017 Agreement shall be applicable to employees of this bargaining unit.

	7/5/17		7/3/17
For the Union	Date	For the State	Date

Attachment 11

ARTICLE 17 - GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is defined as, and limited to, a written complaint involving an alleged violation or a dispute involving the application or interpretation of a specific provision of this Agreement.

Section 2. Format. Grievances shall be filed on mutually agreed forms which specify:

- (a) the name of the affected employee(s) and the agency and work location(s);
- (b) the facts;
- (c) the issue;
- (d) the date of the violation alleged;
- (e) the controlling contract provision;
- (f) the remedy or relief sought.

The union representative or steward shall make his/her best effort to clearly and completely fill out the grievance form and to include the specified information. In the event a form filed is unclear or incomplete and not in compliance with this Section, the State employer shall make his/her best efforts to handle the grievance as he/she understands it.

Section 3. A Union representative, with or without the aggrieved employee, may submit a grievance, and the Union may in appropriate cases submit an "institutional" or "general" grievance on its own behalf. When an individual employee or group of employees elects to submit a grievance without Union representation, the Union's representative or steward shall be notified of the pending grievance, shall be provided a copy thereof, and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting but shall be provided with a copy of the written response to the grievance. The steward shall be entitled to receive from the employer all documents pertinent to the disposition of the grievance and to file statements of position.

Section 4. Informal Resolutions. The grievance procedure outlined herein is designed to facilitate resolution of disputes at the lowest possible level of the procedure. It is, therefore, urged that the parties attempt informal resolution of all disputes and avoid the formal procedures.

Section 5. A grievance shall be deemed waived unless submitted to the first step of the grievance procedure as applicable herein within thirty (30) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. In determining whether a grievance shall be deemed arbitrable when a jurisdictional issue is raised as a bar to arbitrability, the arbitrator shall apply the guidelines embodied in the "Steelworkers Trilogy."

Section 6. The Grievance Procedure.

Step I. A grievance may be submitted within the period specified in Section Five to the employee's Unit Administrator or managerial designee who is outside the bargaining unit. Such supervisor shall meet with the Union representative and/or the grievant and issue a written

response within seven (7) days after such meeting but not later than ten (10) days after the submission of the Grievance.

Step II. Agency Head or Designee. When the answer at Step I does not resolve the grievance or when the parties agree that the issue is more properly addressed at Step II, the grievance shall be submitted by the Union representative and/or the grievant to the agency head or his/her designee within seven (7) days of the Step I response or, in the case of a grievance ripe for submission directly to Step II, within the period specified in Section 5. Within fourteen (14) days after receipt of the grievance, a meeting will be held with the employee and/or his/her representative and a written response issued within five (5) working days thereafter.

Step III. Office of Labor Relations or Designee. The parties acknowledge that orderly administration of the contract grievance procedure requires the ~~Director~~ Undersecretary of the Office of Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the ~~Director~~ Undersecretary of the Office of Labor Relations or designee has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to said ~~Director~~ Undersecretary within seven (7) days of the date of the Step II response, or, in the case of a grievance ripe for submission directly to Step III, within the period specified in Section 5. Said ~~Director~~ Undersecretary or his/her designated representative shall hold a conference within thirty (30) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

Step IV. Arbitration. Within ten (10) working days after the State's answer is due at Step III or if no conference is held within thirty (30) days, within seven (7) days after the expiration of the thirty (30) day period an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee(s), except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of not less than five (5) working days.

Mediation. ~~If mutually agreed upon by the parties, an~~ Unresolved grievance filed for arbitration shall be submitted to a pre-arbitration mediation meeting. The mediation shall be conducted by a mutually acceptable mediator selected by the parties and shall be understood to be a non-binding process. The mediation shall be scheduled within forty-five days, if practicable, ~~after the parties have agreed to mediation.~~ The cost of the mediation shall be shared equally between the State and the Union. The parties shall endeavor to schedule a number of grievances for pre-arbitration mediation, so that a full day of work shall be presented to the mediator.

Section 7. For the purpose of the time limits hereunder, "days" shall mean calendar days unless otherwise specified. The parties by mutual agreement may extend time limits or waive any or all of the steps hereinbefore cited.

Section 8. In the event the State Employer fails to answer a grievance within the time specified above or extended by mutual agreement, the grievance may be processed to the next higher level and the same time limits shall apply as if the State employees answer had been

timely filed on the last day. The grievant or the Union assents to the last attempted resolution by failing to appeal said decision in a timely manner, or by accepting said decision in writing.

Section 9. Arbitration Process.

(a) The parties shall establish a panel of arbitrators herewith, which panel shall be scheduled to hear arbitration cases filed for hearing on a rotating basis, by alphabetical order, unless the parties agree to the contrary in any case. The parties may, by mutual agreement, combine any number of cases as may be practicable for hearing by one arbitrator.

In an effort to improve arbitration scheduling, the parties, through their respective designees, shall meet quarterly or as needed regularly to schedule those grievances submitted for arbitration per Section 9(a). The scheduling meeting will involve assigning the designated grievance(s) to the identified arbitrator on a date provided by that arbitrator as being available. The scheduling meeting may involve other CSEA represented units, if the parties so agree, if the same arbitrator is on more than one panel. This shall not preclude the use of the existing scheduling process when there are a limited number of pending cases to be scheduled. When scheduling grievance(s) with the identified arbitrator, the parties will endeavor to expedite cases of dismissals, demotions or other cases as mutually agreed.

Submission to arbitration shall be by letter, postage prepaid, addressed to the Office of Labor Relations. Submission to the arbitrator shall be by letter, postage prepaid, addressed to the mutually accepted arbitrator. The submission shall specify the arbitrator must be available to schedule the case within sixty (60) days of appointment. The expenses for the arbitrator's services and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases where the Union is not a party, one-half the cost shall be borne by the party submitting to arbitration. Any expense incurred from cancellation or postponement of hearing shall be borne by the party requesting the cancellation or postponement, unless mutually agreed otherwise.

On grievances where the question of arbitrability has been raised by either party prior to the date of the actual appointment of the arbitrator, said arbitrator shall determine the issue of arbitrability prior to considering the merits of the issue. The parties may, by mutual agreement, have the issue on arbitrability heard separately with testimony on the merits conditional on the results of the arbitrability issue.

*submitted CRR 7/5/17
LJC 7/9/17*
Notwithstanding the above, the parties, by mutual agreement, may submit an unresolved case to the State Board of Mediation and Arbitration. A case submitted to the State Board of Mediation and Arbitration shall be conducted in accordance with their rules and regulations.

(b) The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his/her appointment. In cases of dismissals, demotions, or suspensions, in excess of five (5) days, either party may request the arbitrator to maintain a cassette recording of the hearing testimony. Cost of transcription shall be borne by the requesting party. A party requesting a stenographic transcript

response within seven (7) days after such meeting but not later than ten (10) days after the submission of the Grievance.

Step II. Agency Head or Designee. When the answer at Step I does not resolve the grievance or when the parties agree that the issue is more properly addressed at Step II, the grievance shall be submitted by the Union representative and/or the grievant to the agency head or his/her designee within seven (7) days of the Step I response or, in the case of a grievance ripe for submission directly to Step II, within the period specified in Section 5. Within fourteen (14) days after receipt of the grievance, a meeting will be held with the employee and/or his/her representative and a written response issued within five (5) working days thereafter.

Step III. Office of Labor Relations or Designee. The parties acknowledge that orderly administration of the contract grievance procedure requires the ~~Director~~ Undersecretary of the Office of Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the ~~Director~~ Undersecretary of the Office of Labor Relations or designee has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to said ~~Director~~ Undersecretary within seven (7) days of the date of the Step II response, or, in the case of a grievance ripe for submission directly to Step III, within the period specified in Section 5. Said ~~Director~~ Undersecretary or his/her designated representative shall hold a conference within thirty (30) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

Step IV. Arbitration. Within ten (10) working days after the State's answer is due at Step III or if no conference is held within thirty (30) days, within seven (7) days after the expiration of the thirty (30) day period an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee(s), except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of not less than five (5) working days.

Mediation. ~~If mutually agreed upon by the parties, an~~ Unresolved grievance filed for arbitration shall be submitted to a pre-arbitration mediation meeting. The mediation shall be conducted by a mutually acceptable mediator selected by the parties and shall be understood to be a non-binding process. The mediation shall be scheduled within forty-five days, if practicable, ~~after the parties have agreed to mediation.~~ The cost of the mediation shall be shared equally between the State and the Union. The parties shall endeavor to schedule a number of grievances for pre-arbitration mediation, so that a full day of work shall be presented to the mediator.

Section 7. For the purpose of the time limits hereunder, "days" shall mean calendar days unless otherwise specified. The parties by mutual agreement may extend time limits or waive any or all of the steps hereinbefore cited.

Section 8. In the event the State Employer fails to answer a grievance within the time specified above or extended by mutual agreement, the grievance may be processed to the next higher level and the same time limits shall apply as if the State employees answer had been

shall arrange for the stenographer and pay the cost thereof. The State will continue its practice of paid leave time for witnesses of either party.

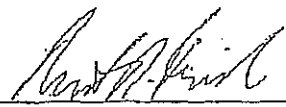
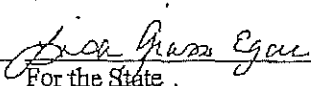
(c) The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step 1. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties jointly agree otherwise.

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

Section 10. In addition to those exempted and unless specifically stated otherwise, the following matters shall not be subject to the grievance and arbitration procedure:

- (a) dismissal of employees during the initial working test period;
- (b) dismissal of non-permanent employees;
- (c) the decision to lay off employees;
- (d) classification and pay grade for newly created jobs; however, this clause shall not diminish the Union's right to negotiate on pay grades;
- (e) those inherent management rights not restricted by a specific provision of this Agreement in any way, directly or indirectly.

Section 11. The conferences of the grievance procedure and arbitration hearings shall be closed to the public unless the parties agree otherwise.

	4/13/17		5/2/17
For the Union	Date	For the State	Date

Attachment 12

ARTICLE 18 - DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

Section 1. No permanent employee who has completed the working test period shall be reprimanded, demoted, suspended or dismissed except for just cause. Just cause may include but is not necessarily restricted to incompetence, inefficiency, neglect of duty, misconduct or insubordination. In determining just cause, Personnel Regulation 5-240 governing discipline is hereby incorporated by reference.

Section 2. The parties jointly recognize the deterrent value of disciplinary action and, whenever appropriate, disciplinary action will be preceded by warning and opportunity for corrective action. Nothing in this Section shall prohibit the Employer from bypassing progressive discipline when the nature of the offense requires and the failure to apply progressive discipline shall not in and of itself be cause for overturning the disciplinary action.

Section 3. In cases which involve serious misconduct, a criminal investigation or the disposition of a criminal charge, and where it has been determined by the Employer that the presence of the employee at work could be harmful to the public, the welfare, health, security or safety of clients, patients, inmates or state employees or state property, the employee may be placed on a paid leave of absence to permit investigation for a period of up to sixty (60) calendar days. The paid leave under this section may be extended for the period of the pre-discipline procedure and the discipline notice period.

Section 4. Interrogation. An employee who is being interrogated concerning an incident or action which may subject him/her to disciplinary action shall be notified of his/her right to have a Union Steward or other representative, upon request, provided, however, this provision shall not unreasonably delay completion of the interrogation or notification of disciplinary action. The provision shall be applicable to interrogation before, during or after filing of a charge against an employee or notification to the employee of disciplinary action.

Prior to the interrogation, the employee shall be notified of the subject of the investigation. The employee shall also be notified at that time if the subject may be considered to be a criminal matter.

In cases in which the facts, in a claim against an employee, if proven would constitute criminal behavior, the employee may refuse to answer questions on the grounds that the answer would tend to incriminate him/her. If the facts alleged would not constitute a crime, if the employee at first refuses to answer questions on the grounds of self-incrimination, the employer may specifically order him/her to do so, in which case the employee shall be required to answer, but the answer will be treated as involuntary and may not be used in any way in a criminal proceeding against him/her.

The provisions of this Section shall not be interpreted to prevent a supervisor from questioning an employee at the workplace.

Section 5. Whenever practicable, the investigation, interrogation or discipline of employees shall be scheduled during the employee's work schedule, with an intent to avoid

overtime. When the Department of Correction calls an employee to appear at any time beyond his/her normal work time, he/she shall be deemed to be actually working. This provision shall not apply to Union Stewards.

If a formal investigation results in a decision that discipline is not warranted, the employee shall be notified of that result within a reasonable period of time.

~~Open Transfer while ongoing investigation~~

END 4/5/17
JGE 7/6/17

Section 6. (a) Predisciplinary Conference. Prior to suspending, demoting or dismissing an employee, the agency shall provide the employee with an opportunity for a predisciplinary ("Loudermill") conference. At the conference, the agency shall

- (1) apprise the employee of the charges against him/her;
- (2) explain to the employee the evidence regarding the charges against him/her; and
- (3) provide the employee with an opportunity to respond.

(b) Written notice of the formal disciplinary action (suspension, demotion or dismissal) shall be sent to the employee by certified mail or served in person. A copy of such notice shall be provided to the Council President by certified mail at the CSEA office sent within twenty-four hours of the notice to the employee, or in person by the close of the next business day. Such notice will include the reason(s) for the disciplinary action, the effective dates and notice that the employee has the right to grieve. If an employee files a grievance in accordance with Section 8 of this Article, the effective date of the disciplinary action shall be upon the issuance of the Step III decision, if applicable.

(c) An employee may be placed on a paid leave of absence during the notice period prior to the effective date of dismissal.

Section 7. A written reprimand or a written record of an oral reprimand which is placed in an employee's official personnel file and which is not merged in the service rating next following shall be treated in accordance with the Personnel Files Article.

Section 8. A permanent employee may submit grievances concerning dismissal, suspension or disciplinary demotion directly to Step III of the grievance procedure within twenty (20) calendar days of the written notice. All grievances filed directly to Step III shall include a copy of the disciplinary notice and a copy of the grievance shall be sent concurrently to the employee's agency designee.

Section 9. The State reserves the right to discipline or discharge employees for breach of the No Strike Article. An employee may grieve whether he/she participated in a violation of such Article directly to Step III. If in an arbitration proceeding, the Employer establishes that the employee(s) breached the No Strike Article, the Arbitrator shall not substitute his judgment for that of the employer as to the appropriateness of the discipline imposed.

Section 10. Employer Conduct for Discipline. Whenever it becomes necessary to discipline an individual employee, the supervisor vested with said responsibility shall undertake

said talks in a fashion calculated to apprise the employee of his/her shortcomings, while avoiding embarrassment and public display.

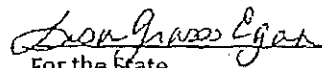
Section 11. In all cases, a grievance filed under this Article shall be submitted to Step III. By mutual agreement, a grievance under Section I may be expedited directly to arbitration.

Section 12. As provided in Section 1 the Department may demote for just cause. An employee so demoted may be returned to the last assigned duty station prior to his/her promotion if a vacancy exists to which no other individual has current contract rights under the applicable contract. If no such vacancy exists, the assignment will be made in accordance with Agency operating needs. The Department will provide written notice to an employee who has been demoted. Such notice will include the reason(s) for the disciplinary action, the effective dates and notice that the employee has the right to grieve.

Section 13. Disciplinary Transfers. Disciplinary transfers are defined as transfers from facility to facility, or from shift to shift. Transfers, which have been designated as disciplinary, shall be subject to the "just cause" standard.

In cases of a transfer not designated as disciplinary, if the Union establishes that a substantial motive for the transfer was disciplinary, the "just cause" standard shall apply. In all other cases not designated as disciplinary, the arbitrator shall not substitute his/her judgment for that of the Employer unless restricted by another provision of this Agreement.

 6/7/17
For the Union Date

 6/7/17
For the State Date

Attachment 13

ARTICLE 19 - HOURS OF WORK, WORK SCHEDULES, AND OVERTIME

Section 1. Work Schedule.

(a) (1) The regularly established workweek for employees in this bargaining unit shall average forty (40) hours per week. All employees shall be scheduled to work a regular shift as determined by the appointing authority.

(2) Meal Breaks. All facility employees shall be granted up to twenty (20) minutes without loss of pay during each work shift during which they may eat their lunch. Employees are required to respond to facility incidents if necessary during such period.

(b) Line Supervisors will work a five (5) on, three (3) off rotating schedule. Each employee will work a workday that will result in an average workweek of forty (40) hours per week in an eight (8) week cycle.

(c) Employees assigned to non-continuous operations, or who perform specialized duties at a continuous operation facility, shall work eight (8) hours per day on a five (5) consecutive days on followed by two (2) consecutive days off that do not rotate.

(d) Captains and Counselor Supervisors. The Captains and Counselor Supervisors shall not be covered by Section 1 except as provided in this subsection.

The Captains and Counselor Supervisors shall continue to work a schedule of forty (40) hours per week, generally consisting of five (5) consecutive days of eight (8) hours followed by two (2) consecutive days off.

The Captains and Counselor Supervisors who are assigned as Unit Managers will be designated as unscheduled and may be expected to work up to one weekend or two days on weekends per month and up to one day per week on second shift or third shift or on a schedule that overlaps from third to first shift or from first to second shift as part of their regular schedule and in lieu of other workdays or work hours during the pay week. This provision shall not be viewed as excluding the Unit Managers from being treated in accordance with Article 19 Section 2 if they are required or authorized to work additional hours in other circumstances.

(e) Parole and Community Services Managers. Parole and Community Services Managers shall work eight (8) hours per day Monday to Friday. Parole and Community Services Managers will begin their workday between 7:00 a.m. and 9:00 a.m.

Section 2. Overtime.

(a) All employees of this bargaining unit are eligible for overtime and shall be covered under the Fair Labor Standards Act.

(b) Payment of Overtime. An employee who performs work authorized by the Employer in addition 10 his/her regular workweek, as defined in Hours of Work, shall be compensated at time and one-half for all overtime hours over forty (40) in that workweek. The provisions of this

ARTICLE 19 - HOURS OF WORK, WORK SCHEDULES, AND OVERTIME

Section 3. The appointing authority will solicit volunteers for overtime by maintaining a volunteer overtime list. This list will be renewed each quarter.

Each correctional institution shall maintain a sign-up book system by which lieutenants on the quarterly overtime list can indicate their availability and willingness to work overtime on specific days and shifts.

When overtime is needed for a particular shift, it shall first be offered to the lieutenant with the lowest overtime hours who has signed the book for that shift. When additional staff are needed for that shift, it shall be offered in order from the lowest to the highest overtime hours among the lieutenants who have signed the book for that shift.

If the sign-up book is insufficient for the needed staffing, lieutenants on the quarterly list will be offered the overtime, in order from the lowest to the highest overtime hours among the lieutenants on the quarterly list. After using the quarterly list, the overtime shall be offered to employees on the supplemental overtime list Captains and Counselor Supervisors who are on a quarterly list, in order of the lowest to highest overtime hours among the Captains and Counselor Supervisors on the quarterly list. A Counselor Supervisor must have served as a Lieutenant in order to be on a quarterly list of Captains and Counselor Supervisors for Lieutenant Overtime. After using the quarterly list for Captains and Counselor Supervisors, the overtime will offered to employees on the supplemental list. The supplemental list shall consist of bargaining unit members from non-facility based units who have previously worked in that facility. After using the supplemental list, individuals in a temporary service in a higher class or "temporary" lieutenants shall be used, provided that the individual(s) will not be the only supervisor(s) on the shift.

Mandatory drafting will only occur should there be no volunteers. If there are no volunteers, mandatory overtime assignments will be by inverse seniority including individuals in a temporary service in a higher class or "temporary" lieutenants, provided that the individuals will not be the only supervisor(s) on the shift. No employee will be drafted two days in a row except in the case of facility emergency.

The assignment of overtime shall be the direct responsibility of the Shift Commander or in the absence of the Shift Commander the responsibility of the Acting Shift Commander.

All overtime worked, other than drafting, shall be distributed equally to all employees within their respective facility, regardless of shift. Equalization shall be accomplished quarterly subject to review of the overtime list by both the union and the appointing authority. Information on the employee overtime hours shall be updated Mondays through Fridays except on holidays or during facility emergencies.

At the start of each quarter, all employees who volunteer for overtime shall start with zero (0) hours. Employees will be credited with the number of hours of overtime worked and the

Attachment 14

ARTICLE 20 – Transfers

Section 1. Transfers – Transfer shall be defined as the involuntary or voluntary transfer of an employee from one facility and/or shift to another facility and/or shift.

Section 2. Involuntary Transfers – An employee may only be transferred from one facility to another facility and/or shift by the employer under the following circumstances:

(a) Where the approved staffing levels of his/her present unit have been reduced through reorganization action, budgetary action, or other approved governmental actions recognized by state statutes; or

(b) Where changes in staffing assignments are required to accommodate agency operational needs.

Except as provided herein or as otherwise provided in this agreement, inverse class seniority shall be the basis for selecting employees for non-disciplinary involuntary transfers from one facility and/or shift to another.

A permanent transfer is defined as a transfer where the intent is that the employee will not return to his/her previous facility and/or shift.

All other transfers shall be considered temporary.

When a permanent or temporary transfer is to be made, the employer shall notify the employee of said transfer and the nature of the transfer at least fifteen (15) working days in advance of such transfer except in cases of an emergency.

Section 3. Voluntary Transfers

(a) Permanent Transfer. In the case of voluntary transfers and voluntary transfer requests, the following shall apply:

An employee requesting transfer to another facility and/or another shift must put his/her name on the departmental transfer list in accordance with the departmental procedures in order to be considered. The employee will indicate the facility or facilities and/or shifts for which he/she wishes to be considered. Such departmental list will be updated quarterly and an employee must submit his/her transfer request form by the last day of the month ~~at least fifteen (15) days~~ prior to the start of the new quarter ~~next transfer period~~.

Captains and Counselor Supervisors may request a transfer to another facility and/or shift but not to a specific assignment at another facility.

As the correctional facilities develop vacancies, the senior employee in the same classification whose name appears on the departmental transfer list for a particular facility and/or shift will be transferred. For purposes of the departmental transfer list, the UConn Health Center

will be considered a separate facility from the Hartford Correctional Center and the Central Transportation Unit (specifically the positions of the shift supervisors in the base locations, but not the positions in the specialized or administrative assignments) will be considered as a correctional facility for purposes of the departmental transfer list.

As correctional facilities develop vacancies in a position occupied by either a Captain or a Counselor Supervisor, the Employer shall transfer Captains and Counselor Supervisors according to the following procedure:

When a vacancy on a shift at the facility occurs, the remaining facility Captains and Counselor Supervisors assignments on that shift may be reevaluated and changed at the discretion of the Unit Administrator including the classification of the vacant position to be filled before the transfer list is utilized. Then, the applicable transfer list will be utilized to fill the vacancy. Notwithstanding the above, no captain who is serving as a shift commander at the facility may be involuntarily placed on another shift or position as a result of the process to fill the vacancy at the facility under this section.

An employee must have completed the working test period in a bargaining unit classification to be eligible to be transferred to other facilities and/or shifts.

(b) Temporary Transfers:

For positions that will be vacant for six (6) months or less, only bargaining unit employees assigned to the same facility will be eligible for transfer from the departmental transfer list.

If a vacancy occurs in an employee's position and the vacancy is expected to be longer than six (6) months, only employees in the bargaining unit are eligible for transfer from the departmental transfer list.

If and when the employee whose absence created the vacancy returns to his/her position, the employee who filled the vacancy shall return to his/her previous assignment.

If two or more employees are on the departmental transfer list for the vacant position of either less than six (6) months or more than six (6) months, the position will be assigned to the most senior employee as defined in Section One of the Article pertaining to seniority.

(c) Seniority. Seniority will be the determining factor in the assignment to vacant positions when all other factors are equal. Management retains the right to determine when all other factors are equal, if an employee is denied his/her bid to a vacant position; he/she shall receive a timely written explanation of the reason for the denial. The Union may grieve a pattern of denial of assignment to vacant positions by seniority.

(d) Employees are not eligible for transfer under this section if they have been granted, rejected or constructively rejected a prior transfer within the previous six (6) month period except that employees shall remain on the transfer list for that facility.

- (e) Employees may remove their names from the transfer list at any time prior to being notified of an opening at the facility and/or shift of their choice. Notification occurs when the facility HR specialist advises the employee verbally of the opening. The HR specialist will email the Central Office Staffing Unit at that time. The employee will have twenty-four (24) hours to accept or reject the offer. The employee must notify the employer within twenty-four (24) hours upon receipt of an offer of transfer of his or her intention to accept or reject such offer. Failure to comply with this provision shall be considered a constructive rejection of the offer of transfer.
- (f) An employee on workers compensation or medical or personal leave will be eligible to transfer to another facility under this procedure, provided that his or her return to work date is within thirty (30) ~~ninety (90)~~ calendar days of the offer of transfer. In the event the employee cannot return to work within the thirty (30) calendar days of the offer, the employee will be passed over on the transfer list.
- (g) A voluntary transfer can be denied or limited for disciplinary reasons subject to just cause.
- (h) A voluntary transfer can be denied or limited for administrative purposes such as reassignment to another facility (e.g., line supervisor must learn and be familiar with new facility operations.) This type of assignment is limited to two weeks.
- (i) Management may deny or limit a supervisor the option to elect a transfer if that supervisor in his/hers most current service evaluation is rated "unsatisfactory" in any one or more categories or who is rated "needs improvement" in two or more categories.
- (j) Transfer lists shall remain in effect with no expiration of said lists.

Section 4. Except as otherwise provided for in this Agreement, all shift and facility assignments are permanent and may not be changed involuntarily.

Section 5. Bargaining unit members will have the right to transfer to vacant positions before these positions are filled from outside the bargaining unit

Section 6. The Union and the State may agree to a particular facility transfer in special circumstances. In such case, a written agreement shall be reached by the parties and signed by the Union Executive Director and the Agency Human Resources Director.

Section 7. Dual Assignments. For employees who are assigned to multiple facilities, the employee's official work site shall be the facility at which the employee is assigned to work the majority of the work week. Employees shall be eligible for mileage reimbursement for traveling between the sites during the work day and for the additional mileage for reporting to the secondary sites (i.e. mileage in excess of that necessary for reporting to the official work site).

[Signature] 5/25/17
For the Union DATE

[Signature] 5/25/2017
For the State DATE

ARTICLE 20 - TRANSFERS

Section 8. Parole and Community Services Managers. Transfers within the Agency may be made when the Director or his/her designee determines there is an operational need for the transfer. Voluntary transfer: An employee requesting a transfer shall submit a written request to his/her immediate supervisor who shall forward it to the Director or his/her designee with a recommendation. Involuntary Transfer: An employee shall be notified in writing at least fourteen (14) calendar days in advance of an involuntary transfer, if practicable, and in special circumstances, may request and be granted up to thirty (30) calendar days. The Agency will not transfer any employee if the transfer would create an undue hardship. Provided, however, as
involuntary transfers are within the discretion of the Agency.

7/13/17
PMA
7/15/17

<u><i>David M. Smith</i></u>	<u>7/15/17</u>	<u><i>Donna Grams Egner</i></u>	<u>7/13/17</u>
For the Union	Date	For the State	Date

Attachment 15

ARTICLE 21 – COMPENSATION

Section 1. (a) There will be no increase in the base annual salary for employees or the current salary schedules during the 2016-17, 2017-18, and 2018-19 contract years.

(b) Effective July 1, 2015, the base annual salary for employees in the classification of Parole and Community Services Manager and the current salary schedule shall be increased by three percent (3%).


(c) Effective July 1, 2018, employees will receive a two thousand dollar (\$2,000) lump sum bonus except employees at maximum pay will receive a one thousand dollar (\$1,000) lump sum bonus and their Maximum Rate Payment in accordance with Section 9 of this Article.

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

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


For the Union

7/5/17
Date


For the State

7/3/17
Date

ARTICLE 21 - COMPENSATION

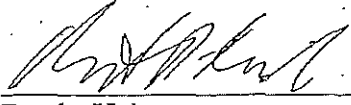
Section 2. Night Shift Differential. All employees in this bargaining unit shall be eligible to receive shift differential whose assigned work shift begins any time after 2:00 pm and before 6:00 am.

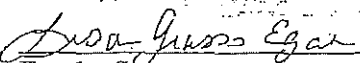
(a) Effective July 6, 2007, the shift differential shall be eighty-five cents (\$.85) per hour.

(b) Shift differential will only be paid when an employee is actually working.

(c) The above provisions shall also apply to Captains and Counselor Supervisors effective and retroactive to June 23, 2006.

(d) Effective July 1, 2019, the shift differential shall be one dollar (\$1.00) per hour.

 6/23/17
For the Union Date

 6/23/17
For the State Date

Attachment 16

ARTICLE 21 – COMPENSATION

Section 4. On-Call Pay. Employees who are required by the appointing authority to be “on standby” or “on call” in order to ensure “after hours” coverage must receive written notification of this status. Pay for such status will be the following: \$1.00 an hour for all days on call except for holidays.

Holiday on call payment will be at \$2.50 per hour.

Notwithstanding the above, Parole and Community Services Managers shall not be eligible for On-Call Pay.

Anthony A. Keith 7/5/17
For the Union Date

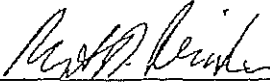
Joselyn Grass Eggen 7/3/17
For the State Date

Attachment 17

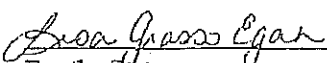
ARTICLE 21 - COMPENSATION

Section 5. Call-Back Pay - Definition. Employees who have left work after their regularly scheduled shift and are called back to work.

Call Back. Employees called back to duty after the completion of a regular shift shall receive a minimum of four (4) hours pay at the applicable overtime rate. This provision does not apply to employees who are called in prior to their regular starting time and work through their regular shift. Notwithstanding the above sentence, employees in the classification of Parole and Community Services Manager shall receive a minimum of two (2) hours of compensatory time off. When a Parole and Community Services Manager is contacted during their non-work hours, he or she shall be eligible for one (1) hour of compensatory time off if required to answer or make phone calls/faxes or emails.


For the Union

7/5/17
Date


For the State

7/3/17
Date

Attachment 18

ARTICLE 21 – COMPENSATION

Section 8. Annual Increments. (a) An employee's annual increment date will be the date that an employee receives a salary advancement in the salary range.

All employees who become Lieutenants or Training Officers after December 3, 2001 will keep the annual increment date they had while a member of the Correctional bargaining unit (NP-4). All employees who were members of the bargaining unit on or before December 3, 2001 shall revert to the annual increment date they had when they were members of the Correctional bargaining unit (NP-4). All employees who became state employees for the first time as members of this bargaining unit will have their annual increment date determined in accordance with existing state practice.

Notwithstanding the prior paragraph, employees who were in the classifications of Captain or Counselor Supervisor on or before October 17, 2005 will have a July increment date. Employees appointed to the Captain or Counselor Supervisor classifications on or after October 18, 2005 will keep the annual increment date that they held in their prior job title.

Notwithstanding the above, employees who were in the classification of Parole and Community Service Manager on or before May 8, 2015 will have a July increment date. Employees appointed to the classification of Parole and Community Service Manager after May 8, 2015 will keep the annual increment date they held in their prior job title.

(b) The value of the salary advancement in the salary range on the employee's annual increment or anniversary date shall be three percent (3%).

del 7/1/17
(c) *Open* *7/6/17*

Annual increments previously effective on July 1st of each year shall be effective June 30th of each year beginning on June 30, 2013 and annual increments previously effective January 1st of each year shall be effective December 30th beginning on December 30, 2013.

[Signature]
For the Union

6/23/17
Date

[Signature]
For the State

6/23/17
Date

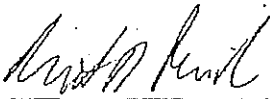
ARTICLE 21 – COMPENSATION

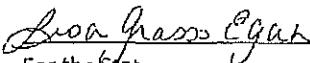
Section 8. Annual Increments

(c)(1) Employees in the classification of Parole and Community Manager will be eligible for and receive annual increments retroactive to the 2015-2016 contract year.

(2) There will be no payment of annual increments for 2016-2017, 2017-2018 and 2018-2019 contract years.

(3) Annual increments for the 2019-2020 and 2020-2021 contract years. Employees will be eligible for and receive annual increments in accordance with existing practice.

 7/5/17
For the Union Date

 7/13/17
For the State Date

Attachment 19

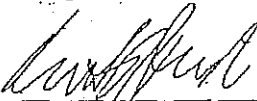
ARTICLE 21 – COMPENSATION

Section 9. Maximum Rate Employees. Effective June 28, 2002 and thereafter, those employees at the maximum rate of the salary schedule and those employees who will exceed the maximum rate of the salary schedule because of the receipt of an annual increment, shall receive a salary adjustment, which exceeds the salary maximum in the form of a lump sum payment.

Lump sum payments will be effective on the employee's annual increment or anniversary date and unless otherwise specified, shall be paid in any year in which annual increments are paid and on the same date(s). The value of the lump sum payment shall be two and one half percent (2 ½ %) of the employees annual salary.

Captains and Counselor Supervisors will be eligible for the maximum rate lump sum payment.

Parole and Community Services Managers will be eligible for the maximum rate lump sum payment.



For the Union

6/23/17

Date



For the State

6/23/17

Date

Attachment 20

ARTICLE 21 – COMPENSATION

Section 11. Educational Stipend. On or about September 1, 2006, permanent employees in the classifications of Correctional Lieutenant or Correctional Training Officer who have achieved a Bachelor's degree in a job-related discipline from an accredited institution of higher learning and submitted adequate documentation of the degree shall receive a five hundred dollar (\$500) lump sum payment.

Lieutenants or Training Officers who complete a qualifying Bachelor's degree and satisfy the above criteria after September 1, 2006 shall be eligible for the five hundred dollar (\$500) payment within 60 days of the agency's receipt of the required documentation. Captains and Counselor Supervisors will be eligible for the educational incentive payment on or about September 1, 2007.

Bachelor's Degree Payment: Effective the pay period including July 1, 2016, permanent employees who achieved a Bachelor's degree in a job-related discipline from an accredited institution of higher learning and who have not already received the Bachelor's degree stipend under the prior collective bargaining agreements and who submit adequate documentation of the degree shall receive a five hundred dollar (\$500) lump sum payment.

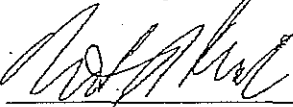
Employee who complete a qualifying Bachelor's degree and satisfy the above criteria after July 1, 2016 shall be eligible for the five hundred dollar (\$500) payment within 60 days of the agency's receipt of the required documentation.

Masters Degree Payments: Effective the pay period including July 1, 2009, permanent employees who have achieved a Master's degree in a job-related discipline from an accredited institution of higher learning and who submit adequate documentation of the degree shall receive a one thousand dollar (\$1,000) lump sum payment.

Employees who complete a qualifying Master's degree and satisfy the above criteria after July 1, 2009 shall be eligible for the one thousand dollar (\$1,000) payment within 60 days of the agency's receipt of the required documentation.

Associates Degree Payments: Effective the pay period including July 1, 2009, permanent employees who have achieved an Associate's degree in a job-related discipline from an accredited institution of higher learning and who submit adequate documentation of the degree shall receive a two hundred and fifty dollar (\$250) lump sum payment.

Employees who complete a qualifying Associates degree and satisfy the above criteria after July 1, 2009 shall be eligible for the two hundred and fifty dollar (\$250) payment within 60 days of the agency's receipt of the required documentation.


For the Union

6/23/17
Date

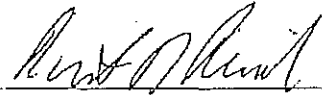

For the State

6/23/17
Date

Attachment 21

ARTICLE 21 - COMPENSATION

(NEW) Section 13. Effective July 1, 2019, there shall be a five hundred dollar (\$500) annual supervisory stipend paid to all bargaining unit employees. Effective July 1, 2020, the annual supervisory stipend shall be increased to six hundred and fifty dollars (\$650) per year. The payment of the stipend shall be made in the first pay period that includes July 1st.



For the Union

7/5/17

Date



For the State

7/3/17

Date

Attachment 22

Memorandum of Understanding

Between

State of Connecticut, Office of Labor Relations

And

CSEA, SEIU Local 2001 (Correction Supervisors Council, NP-8 Unit)

Deputy Wardens

The parties agree that the following articles of the Correctional Supervisors (NP-8) Contract (July 1, 2012 to June 30, 2016) can be applied now to Deputy Wardens and shall apply to Deputy Wardens in the successor contract unless modified by the parties:

ARTICLE 1 – RECOGNITION

Add to Section 1 On March 23, 2017, the parties agreed that the existing NP-8 was expanded to include Deputy Wardens (Case No. SE-32101).

Sections 2, 3, and 4

Article 2	Entire Agreement
Article 3	Non-Discrimination
Article 4	No Strikes - No Lockouts
Article 5	Management Rights
Article 6	Employee Bill of Rights
Article 7	Union Security and Payroll Deductions
Article 8	Union Rights
Article 9	Personnel Records
Article 11	Tuition Reimbursement
Article 12	Workshop and Conference Fund
Article 13	Training
Article 14	Working Test Period Sections 1, 2, 3, and 5.

Section 4 – add. Deputy Warden. A Deputy Warden, who fails his /her promotional Working Test Period, shall be returned to the last position in the bargaining unit that he/she held prior to his/her promotion. If a Deputy Warden was not promoted from a position in the bargaining unit, a Deputy Warden may at the discretion of the Office of Policy and Management, have his/her position reclassified to the position he/she held prior to his/her promotion. If the department has a vacancy in the position that the Deputy Warden prior to his/her promotion to which no other individual has superior rights, he/she shall be placed in such vacancy. Absent approval of Office of Policy and Management to reclassify the position or the availability of a vacancy, the employee shall be separated in good standing. His/her name shall be placed on the reemployment list for the position he/she held prior to his/her promotion for which he/she will have statutory reemployment rights.

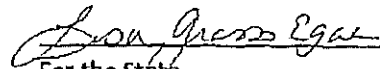
Article 15	Seniority
Article 17	Grievance Procedure
Article 18	Discipline
Article 22	Underpayment and Overpayment
Article 26	Safety
Article 27	Miscellaneous
Article 28	Group Health Insurance
Article 29	Retirement
Article 30	Method of Salary Payment
Article 31	Past Practices
Article 34	Vacation Payment upon Termination
Article 35	Sick Leave
Article 36	Sick Leave Bank
Article 37	Leave Time Accrual and Posting
Article 38	Parental and Family Leave
Article 39	Civil Leave and Jury Duty
Article 41	Printing and Distribution of the Agreement
Article 42	Savings Clause

Article 43	Indemnification
Article 44	Supersedence
Article 45	Class Reevaluation
Article 46	Classification Appeals Procedure
Article 48	Job Specification
Article 49	Military Leave
Article 50	Blue Book
Article 51	Duration
Article 52	Employee Drug Testing/Screening
Article 54	Personal Leave Days

Memorandum of Understanding – Recuperative Post Program

Memorandum of Understanding – Arbitration Panel

 6/23/17
 For the Union Date

 6/23/17
 For the State Date

DEPUTY WARDENS

The parties agree to continue to bargain over economic and non-economics items for Deputy Wardens consistent with the parties' Recognition Agreement signed on March 23, 2017 and the Memorandum of Understanding signed on June 23, 2017.

Scott M. Smith

For the Union

7/5/17

Date

Donna Gross Egert

For the State

7/2/17

Date

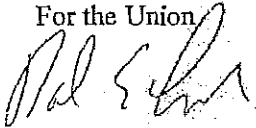
Attachment 23

ARTICLE 25 - TRAVEL

(NEW) Section 4. Vehicles - Parole and Community Services Manager

- A. In accordance with current practice, each Parole and Community Services Manager shall be provided with a State vehicle.
- B. Parole and Community Services Managers may continue to take assigned vehicles to their residence after completion of their work day. Employees may make incidental stops (pick up laundry, pick up child a child care etc.) traveling to or from work as long as such stops are on the employee's normal commuting route.

For the Union



Date

7/6/17

For the State



Date

7/6/17

Attachment 24

ARTICLE 27 - MISCELLANEOUS

Section (New) The employer shall provide, maintain, and replace equipment, when in its discretion, determines necessary for bargaining unit members of the Division of Parole and Community Services and the Board of Pardons and Paroles to perform their duties. The Union may submit to the employer any recommendations with supporting data, concerning vehicles, uniforms, clothing, firearms, or other equipment it believes necessary for its members to perform their duties.

[Signature]
For the Union

3/8/17
Date

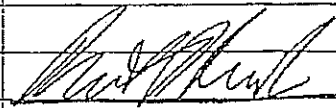
[Signature]
For the State

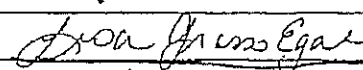
3/8/17
Date

Attachment 25

Article 29- Retirement

New Sentence: The parties agree to incorporate the provisions of C.G.S. 18-101c as applicable to employees of the bargaining unit.

 6/20/17
For the Union Date

 6/20/17
For the District Date

Attachment 26

ARTICLE 33 - VACATION

Section 1. The following annual vacation leave shall apply for employees who were in the job classifications of Lieutenant or Training Officer as of December 3, 2001. This schedule shall also apply to all employees in the bargaining unit who were in the classifications of Captain and/or Counselor Supervisor on or before May 31, 2007. This schedule shall also apply to all employees in the bargaining unit who were in the classification of Parole and Community Services Manager and Deputy Warden on or before July 1, 2017.

<u>Years of Service</u>	<u>Vacation Leave</u>
10 years	15 days
11 years	16 days
12 years	17 days
13 years	18 days
14 years	19 days
15 years	20 days

Vacation leave beyond fifteen days is granted as bonus day(s) each January 1st of the calendar year.

For all employees in the bargaining unit as of December 4, 2001, or any employees in the bargaining unit who do not meet the criteria set forth in the annual vacation leave schedule above, the following leave shall apply:

<u>Years of Service</u>	<u>Vacation Leave</u>
Zero (0) to five (5) years	One (1) day per month
Over five (5) and under twenty (20)	One and one-quarter day per month
Over twenty years	One and two-thirds day per month

Section 2. The maximum accumulation of vacation time shall be sixty (60) days. However, for Lieutenants and Training Officer who were in the bargaining unit and had accumulated more than sixty days of vacation time as of the date of legislative approval of the 2001-2005 contract (i.e. March 8, 2004), such number of days shall be the maximum accumulation for those employees.

Captains and Counselor Supervisors. The maximum accumulation of vacation time shall be sixty (60) days. However, for all Captains and Counselor Supervisors who were in the bargaining unit and had accumulated more than sixty (60) days of vacation time as of May 31, 2007, such number of days shall be the maximum accumulation for those employees.

Lieutenants and Training Officers who were permitted a maximum accumulation greater than 60 days based upon their accumulation as of the date of legislative approval of the 2001-2005 contract (i.e. March 8, 2004) shall continue to retain the same vacation accumulation maximum if they are promoted to Captain or Counselor Supervisor on or after May 31, 2007.

Attachment 27

ARTICLE 35 - SICK LEAVE

Section 1. Each full-time eligible employee shall accrue one and one-quarter (1-1/4) days sick leave per completed calendar month of continuous service in accordance with existing practice. Eligible employees shall have unlimited year-to-year accrual of sick leave.

Section 2. Employees may use sick leave:

(a) When incapacitated for duty.

(b) For medical, dental, or eye examinations, or treatments, for which arrangements cannot be made outside of working hours.

(c) Death in the immediate family. Immediate family means spouse, parent, siblings, children, and also any relative who is domiciled in the employee's household. In the event of death in the immediate family, when as many as three (3) working days leave with pay may be used.

(d) In the event of critical illness or severe injury of a member of the immediate family who requires the attendance of the employee, provided that not more than five (5) days of sick leave per calendar year shall be granted therefor.

(e) For going to, attending, and returning from funerals of persons other than members of the immediate family, provided that not more than three (3) days of sick leave per calendar year shall be taken therefor.

Section 3. Upon the death of an employee who has completed more than ten (10) years of State service, the employer shall pay to the beneficiary one-fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll, up to a maximum payment equivalent to sixty (60) days' pay.

Section 4. An employee who retires under the provisions of Chapter 66, C.G.S., shall be compensated, effective as of the date of his/her retirement, at the rate of one-fourth (1/4) of his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days' pay. Such payment of accumulated sick leave shall not be included in computing retirement incomes.

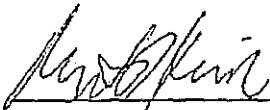
Section 5. If a holiday occurs when employee is on sick leave, the day will not be charged to sick leave, but will be credited as a holiday.

Section 6. An employee who becomes sick while on vacation leave may have such time charged against accrued sick leave if supported by a medical certificate filed with the appointing authority.

Section 7. An acceptable medical certificate, which must be on the form prescribed by the Commissioner of the Department of Administrative Services and signed by a licensed physician

or other practitioner whose method of healing is recognized by the state, will be required of an employee by his appointing authority to substantiate a request for sick leave for the following reasons:

- (a) Any period of absence consisting of more than ~~three~~ four consecutive working days;
- (b) to support request for sick leave of any duration during annual vacation;
- (c) leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified that a certificate will be required;
- (d) leave of any duration when evidence indicates reasonable cause for requiring such a certificate. The Commissioner of the Department Administrative Services or the appointing authority may provide a State physician to make a further examination.



For the Union

6/12/17

Date



For the State

6/20/17

Date

Attachment 28

ARTICLE 40 - LABOR MANAGEMENT COMMITTEE

Section (New) A labor/management committee, specific to the DOC, Division of Parole and Community Services and the Board of Pardon and Paroles, shall be made up of two union members from the DOC, Division of Parole and Community Services and the Board of Pardon and Paroles, one (1) management representative from the Division of Parole and Community Services and one representative from the Board of Pardon and Paroles.

Art. 40 3/8/17

For the Union

Date

Donna Egan 3/8/17

For the State

Date

Attachment 29

ARTICLE 41 - PRINTING AND DISTRIBUTION OF THE AGREEMENT

Section 1. The parties will share the cost of printing the Agreement in booklet form.

Section 2. The Union will distribute the booklet to all present and new employees.

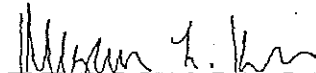
Section 3. The electronic version of the Agreement can be found on the internet at the following web address: <http://www.ct.gov/opm/cwp/view.asp?a=2992&Q=383228>



For the Union

3/21/13

Date



For the State

3/21/2017

Date

Attachment 30

ARTICLE 45 - CLASS REEVALUATION

Section 1. The process set forth in this Article supersedes the provisions of 5-200(p) relative to the right of employees or their representatives to appeal class reevaluation (upgrading).

Section 2. The Union, but not any employee, shall have the right to appeal in writing by submitting data, views, arguments or a request for a hearing relative to reevaluation of a class or classes of positions. Within sixty (60) days after the receipt of such written data or holding the requested hearing, the Director/Undersecretary for Labor Relations or designee shall answer the appeal.

Section 3. The Director/Undersecretary for Labor Relations or designee shall judge the appeal only with respect to the following:

(a) Whether there was a change in job duties of the class appealed so substantial that it should have the effect of changing its compensation grade.


(b) Having found a substantial change in job duties, then the parties will meet and discuss the class through interim bargaining and, if necessary, arbitration.

Section 4. In any arbitration case arising from a denial of an appeal by the Director/Undersecretary for Labor Relations or as a result of the discussions under Section 3, a mutually agreed upon arbitrator or permanent umpire, who shall be experienced in public sector position classification and evaluation, shall render a decision on the criteria set forth in Section Three above. Pay comparability for equal work in other jurisdictions or outside the scope of this Agreement shall not be a basis for the arbitrator's or umpire's decision hereunder.

 8/25/16

For the Union

Date

 4/23/16

For the State

Date

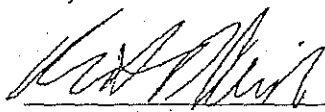
Attachment 31

ARTICLE 49 - 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~~ and any additional days of military leave for ordered weekend drills or training in lieu of 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 Connecticut General Statutes and the appurtenant regulations but shall not supersede the federal USERRA (Uniformed Services Employment and Reemployment Rights Act).

 6/23/17
For the Union Date

 6/23/17
For the State Date

Attachment 32

Article 53 — HEALTH AND WELLNESS

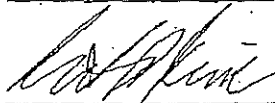
Section One. The parties shall establish a joint union/management health and wellness committee.

Section Two. The Committee shall be composed of three union and three management representatives. Each party shall appoint its members with the intent of the members serving for the term of the collective bargaining agreement.

Section Three. Effective July 1, 2019, there shall be an annual fund of ten thousand dollars (\$10,000). There shall be an unlimited carryover of unused funds from one contract year to the next contract year.

Section Four. Committee endorsement of proposals shall be sufficient to expend funds. The parties shall forward Committee endorsed proposals to the Department of Administrative Services to draw upon funds.


Section Six. Effective July 1, 2017, each bargaining unit member will be entitled to attend one (1) paid day of training each year on health and wellness. The training program will be developed by the joint labor/management committee on health and wellness.



For the Union

6/23/17

Date

 6/23/17

For the State

Date

Attachment 33

ARTICLE 54 - PERSONAL LEAVE DAYS

In addition to annual vacation, each full -time employee who has completed six (6) months of continuous service shall be granted three (3) days of personal leave with pay in each calendar year. Personal leave shall be for the purpose of conducting private affairs, including the observation of a religious holidays, and shall not be deducted from vacation time, sick leave credits or any other leave time. Personal leave days not taken in a calendar year shall not be accumulated.

David A. Klein 8/25/16

For the Union

Date

Heleen M. Kemp 4/25/16

For the State

Date

Attachment 34

APPENDIX A - SERVICE RATING FORM

The service rating form shall be revised from four rating levels to five ratings levels and the levels shall be as follows:

☐ Excellent ☐ Fully Successful ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

CONNECTICUT DEPARTMENT OF CORRECTION/BOARD OF PARDONS AND PAROLES SUPERVISORS PERFORMANCE EVALUATION

Name: _____ Job Title: _____

Evaluation Period: _____ to _____ Date: _____

Evaluator: _____ Facility: _____

Check Appropriate Box: ☐ Annual ☐ Probation ☐ Other

Performance Criteria – Job Knowledge and Performance

Standard: The Supervisor demonstrates the requisite range of skills and abilities commensurate with this position and performs these skills consistently and effectively, which produces quality results without unduly relying on other staff.

Rating: ☐ Excellent ☐ Fully Successful ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Examples and Comments:

Performance Criteria - Adaptability

Standard: The Supervisor demonstrates the ability to respond to change in the work environment and displays the ability to apply sound correctional practices in varying circumstances.

Rating: ☐ Excellent ☐ Fully Successful ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Examples and Comments:

Performance Criteria – Leadership and Supervisory Ability

Standard: The Supervisor's conduct behavior, demeanor and actions reflect the highest standards of the Agency. The Supervisor effectively tasks subordinate and clearly delineate standards expected. The Supervisor enhances performance through constructive supervision while fostering motivation and morale.

Rating: ☐ Excellent ☐ Fully Successful ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Examples and Comments:

Performance Criteria – Appearance

Standard: The Supervisor presents a neat, clean and well-groomed appearance at all times, during the performance of duties and while in uniform.

Rating: ☐ Excellent ☐ Fully Successful ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Examples and Comments:

Ant Hill 6/12/17 Lisa Grass Egner 6/20/17
For the Union Date For the State Date

Attachment 35

MEMORANDUM OF UNDERSTANDING - GROUP LIFE INSURANCE

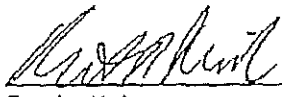
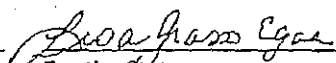
Section 1. (a) Any employee who was a member of the bargaining unit on March 6, 2003 and who has group life insurance coverage in excess of the limitations of CGS §5-257 shall be allowed to continue such coverage while a member of the bargaining unit. Any employee who becomes a member of the bargaining unit after March 6, 2003 or who as of such date did not have group life insurance coverage in excess of the limitations of CGS §5-257 shall be limited to the coverage provided in such section.

(b) Captains and Counselor Supervisors. Any employee who was a Captain or Counselor Supervisor on June 13, 2006 and who has group life insurance coverage in excess of the limitations of CGS §5-257 shall be allowed to continue such coverage while a member of the bargaining unit. Any employee who becomes a member of the bargaining unit after June 13, 2006 or who as of such date did not have group life insurance coverage in excess of the limitations of CGS §5-257 shall be limited to the coverage provided in such section.

(c) Tentative Agreement on Parole Managers -- signed off on July 11, 2016

(d) Deputy Wardens -. Any employee who was a Deputy Warden on March 23, 2017, and who has group life insurance coverage in excess of the limitations of CGS §5-257 shall be allowed to continue such coverage while a member of the bargaining unit. Any employee who becomes a member of the bargaining unit after March 23, 2017 or who as of such date did not have group life insurance coverage in excess of the limitations of CGS §5-257 shall be limited to the coverage provided in such section.

Section 2. In addition to any life insurance coverage available pursuant to CGS §5-257(b), optional group life insurance coverage up to a maximum of fifty thousand dollars (\$50,000) may be purchased by any employee in the bargaining unit whose yearly gross compensation is at least forty-five thousand five hundred dollars (\$45,500). The actual cost of such optional coverage shall be fully borne by the employee. The State Comptroller shall deduct the necessary amount from the employee's pay and shall pay the premiums on such policy or policies. Any dividends or other refunds or rate credits shall inure to the benefit of the State and shall be applied to the cost of such insurance. Such optional coverage shall not be included when calculating the amount of reduced life insurance coverage due retired employees pursuant to CGS §5-257(d).

	6/20/17		6/20/17
For the Union	Date	For the State	Date

TENTATIVE AGREEMENT

Agreed at NP-8 Negotiations on June 28, 2016

Proposal No. 31

MEMORANDUM OF UNDERSTANDING - GROUP LIFE PROGRAM

New Paragraph

Any employee who held the title of Parole and Community Service Manager on June 30, 2015 and who had group life insurance coverage in excess of the limitations of CGS Section 5-257 shall be allowed to continue such coverage while a member of the bargaining unit. Any employee who holds this position regardless of title on or after July 1, 2015 or who as of such date did not have group life insurance coverage in excess of the limitations of CGS Section 5-257 shall be limited to the coverage provided in such CGS Section 5-257.

Helen M. Kemp

For the State
Helen M. Kemp

Date: July 11, 2016

Paul D. Smith

For the Union

Date: 7/11/16

Attachment 36

MEMORANDUM OF UNDERSTANDING

Between


State of Connecticut, Office of Labor Relations

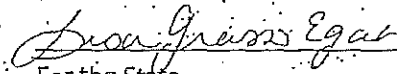
and

Connecticut State Employees Association
SEIU Local 2001 (Correction Supervisors Council, NP-8 Unit)

During the negotiations for a successor agreement to the NP-8 agreement expiring June 30, 2016, at a session held on February 3, 2017, the parties agreed that the following article of the Correction Supervisors Council (NP-8 Unit) can be applied now to employees holding the title of Parole and Community Services Managers within the Department of Correction and the Board of Pardons and Parole without the need for supersedence or fiscal impact:

Article 36 - Sick Leave Bank

 2/7/17
For the Union Date

 2/8/17
For the State Date

Attachment 37

MEMORANDUM OF UNDERSTANDING – RECUPERATIVE POST PROGRAM

New Paragraph

The NP-8 recuperative post program outlined in this Memorandum of Understanding is applicable to bargaining unit members of the Division of Parole and Community Services and Board of Pardons and Paroles. With regard to bargaining unit employees described in the above sentence, this program will make available at least five (5) positions for bargaining unit members who are recovering from injuries and require no client contact. For purposes of this program, and with respect these bargaining unit members, a "facility" means a specialized unit, a district office or the central office with Division of Parole and Community Services and Board of Pardons and Paroles. Division of Parole and Community Services and Board of Pardons and Paroles will have the discretion to assign these bargaining unit members to a recuperative post at another facility if he or she is able to perform the duties at that facility.

Antoine 3/8/17
For the Union Date


Donna Grass Eggar 3/8/17
For the State Date

MEMORANDUM OF UNDERSTANDING - RECUPERATIVE POST PROGRAM

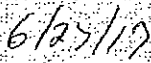
The Department of Correction will continue to offer the recuperative post program currently in effect. This program will continue to make available at least thirty-two (32) positions for bargaining unit members who are recovering from injuries and require no inmate contact. Recuperative post assignments will be limited to ninety (90) days but may be extended to one hundred and twenty (120) days as needed for cause where the medical condition can warrant such an extension.

Preference for recuperative post assignments will be given to employees who have suffered on-duty injuries if there is more than one employee applying for the same post at the same time. If the available recuperative post assignments at a facility are filled when an employee with an on-duty injury becomes eligible for a recuperative post, the employee may be assigned to a recuperative post at another facility if able to perform the duties at that facility and the employee agrees to such assignment. Any employee placed in a recuperative post at another facility will be transferred back to his/her former facility if a recuperative post becomes available at the former facility or at the conclusion of the recuperative post assignment.

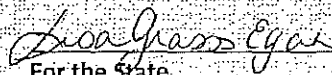
No change.



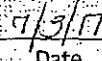
For the Union



Date



For the State



Date

Attachment 38

MEMORANDUM OF UNDERSTANDING

Between

State of Connecticut, Office of Labor Relations

and

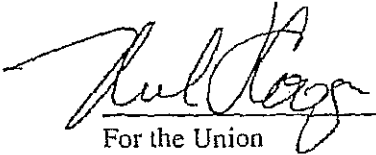
Connecticut State Employees Association.

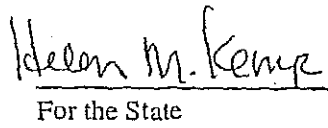
SEIU Local 2001 (Correctional Supervisors NP-8 Unit)

During the negotiations for a successor to the NP-8 Agreement expiring June 30, 2016, at a session held on January 7, 2016, the Office of Labor Relations, on behalf of the State of Connecticut, and the Connecticut State Employees Association. SEIU Local 2001 (Correctional Supervisors NP-8 Unit) agreed that the following Articles of the Correctional Supervisors NP-8 Contract (July 1, 2012 to June 30, 2016) can be applied now to employees currently holding the title of Parole and Community Services Managers within the Department of Correction and the Board of Pardons and Parole without the need for supersedence or fiscal impact:

Article 2	Entire Agreement
Article 3	Non-discrimination
Article 4	No Strikes - No Lockouts
Article 6	Employee Bill of Rights
Article 7	Union Security and Bill of Rights
Article 9	Personnel Records
Article 11	Tuition Reimbursement
Article 12	Workshop and Conference
Article 15	Seniority
Article 17	Grievance Procedure
Article 18	Discipline
Article 22	Under and overpayments
Article 24	Temporary Service Higher Class
Article 26	Safety
Article 28	Group Health
Article 29	Retirement
Article 30	Method of Salary Payment
Article 31	Past Practice
Article 34	Vacation Payment on Termination
Article 37	Leave Time Accrual and Posting
Article 38	Parental and Family Leave
Article 39	Civil Leave and Jury Duty

Article 41	Printing Contract
Article 42	Savings Clause
Article 43	Indemnification
Article 44	Supersedence
Article 45	Class Reevaluation
Article 46	Classification Appeal Procedure
Article 48	Job Specification
Article 49	Military Leave
Article 50	Blue Book
Article 52	Drug Testing/Screening
Article 54	Personal Days
MOU Arbitration Panel	

 1/20/15
 For the Union Date

 1/20/2016
 For the State Date

MEMORANDUM OF UNDERSTANDING

Between

State of Connecticut, Office of Labor Relations

And

Connecticut State Employees Association.
SEIU Local 2001 (Correctional Supervisors NP-8 Unit).

During the negotiation for a successor to the NP-8 Agreement expiring June 30, 2016, at the session held on June 20, 2017, the parties agree that the following article(s) of the Correction Supervisors Council (NP-8 Unit) can be applied now to employees holding the title of Parole and Community Services Managers within the Department of Correction and the Board of Pardons and Paroles without the need for supersedence or fiscal impact:

Article 5 Management Rights
Article 8 Union Rights
Article 13 Training
Article 14 Working Test Period
Article 27 Miscellaneous
Article 35 Sick Leave
Article 51 Duration

Robert M. Kelly 7/5/17
For The Union Date

Leon Grasso 7/3/17
For State Date

Attachment 39

MEMORANDUM OF UNDERSTANDING

Between

State of Connecticut, Office of Labor Relations

and

Connecticut State Employees Association

SEIU Local 2001 (Correctional Supervisors NP-8 Unit)

During the negotiations for a successor to the NP-8 Agreement expiring June 30, 2016, at a session held on January 7, 2016, the Office of Labor Relations, on behalf of the State of Connecticut and the Connecticut State Employees Association, SEIU Local 2001 (Correctional Supervisors NP-8 Unit) agreed that the following Articles of the Correctional Supervisors NP-8 Contract (July 1, 2012 to June 30, 2016) can be applied now to employees currently holding the title of Parole and Community Services Managers within the Department of Correction and the Board of Pardons and Parole without the need for supersedence or fiscal impact:

Article 11 Recognition Sections 2-4

[Signature]
For the Union

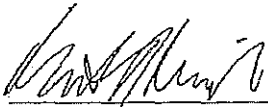
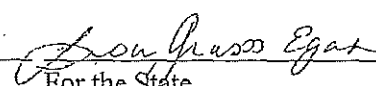
4/25/16
Date

[Signature]
For the State

4/25/16
Date

Attachment 40

The parties agree to establish a work group to address succession planning for supervisors in the Department of Correction. The topics for discussion and possible action include, but are not limited to, recruitment of candidates, diversity of candidates, selection of candidates, training, mentoring and on-going professional development activities including facilitated peer meetings.

	5/25/17		5/25/17
For the Union	Date	For the State	Date