

CONTRACT

BETWEEN

STATE OF CONNECTICUT

AND

**AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

**LOCALS 196, 318, 355, 478, 538, 562,
610 AND 704 OF COUNCIL 4**

**ADMINISTRATIVE CLERICAL (NP-3)
BARGAINING UNIT**

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PREAMBLE

STATE OF CONNECTICUT, hereinafter called "the State" or "the Employer", and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, Locals 196, 318, 355, 478, 538, 562, 610, and 704 of Council 4, AFL-CIO, hereinafter called "AFSCME" or "the Union", (the inclusion of Locals herein does not alter any Article of this Agreement),

WITNESSETH:

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

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through increased morale, efficiency, and productivity;

NOW THEREFORE, the parties mutually agree as follows:

ARTICLE 1 RECOGNITION

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

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

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

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

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

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

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

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

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

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

ARTICLE 2
ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the State and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The provisions of this Article are subject to the Miscellaneous Article, and no such provision shall be deemed to have been vitiated by reason of this Article.

ARTICLE 3
EMPLOYEE BILL OF RIGHTS

Section One. Employees covered by this Agreement shall suffer no reprisals for exercising their rights under this Agreement. Employees covered by this Agreement shall have full rights to union representation in the processing of grievances and in investigatory meetings which the employee believes may lead to disciplinary action.

Section Two. No employee shall be requested to sign a statement of an admission of guilt to be used in any

disciplinary proceeding without being advised of his/her right to Union representation and any such waiver of representation shall be in writing.

Section Three. No employee shall be compelled to offer evidence under oath against himself/herself in any arbitration proceeding. Testimony by the employee in his/her own behalf shall constitute waiver of this protection.

Section Four. In any off-duty conduct, involving criminal charges or criminal investigation which yields no charges, statements made by the accused to an investigator or police officer, shall not be admissible in a later administrative action unless clearly job related.

Section Five. As provided in CGS Sec. 31-51g, the State employer shall not request or require any bargaining unit employee to submit to, or take a polygraph examination as a condition of continuing employment with the employer or dismiss or discipline in any manner any unit employee for failing, refusing or declining to take a polygraph examination.

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

ARTICLE 4

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section One. The parties agree that neither shall discriminate against any employee except on the basis of bona fide occupational qualifications.

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

Section Three. The parties acknowledge the need for positive and aggressive affirmative action to redress the effects of past discrimination, if any, whether intentional or

unintentional, to eliminate present discrimination, if any, to prevent future discrimination and to ensure equal opportunity in the application of this Agreement.

Agency affirmative action offices and/or committees, but not the grievance procedure, shall be the proper forum for problems, ripe or anticipated, which impact on the philosophy and/or directives of this section.

Section Four. Notwithstanding any provision of this agreement to the contrary, the Employer will have the right and duty to take all actions necessary to comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 2101, et seq. (ADA). Upon request the Employer will meet and discuss specific concerns identified by the Union; however, this shall not delay any actions taken to comply with the ADA. Issues involving ADA implementation shall be the subject of ongoing discussions at the Labor-Management Committee meetings.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

Section One. Neither the Union nor any employee shall engage in a strike, sympathy strike, work stoppage, or other concerted withholding of services.

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

Section Three. The Employer agrees that during the life of this Agreement there shall be no lockout.

ARTICLE 6

MANAGEMENT RIGHTS

Except as otherwise limited by an express provision of this Agreement, the State reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of an

agency and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

ARTICLE 7

UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. During the life of this Agreement an employee retains the freedom of choice whether or not to become or remain a member of the Union which has been designated as the exclusive bargaining agent.

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

Section Three. An employee who fails to become a member of the Union or an employee whose membership is terminated for non-payment of dues or who resigns from membership shall be required to pay an agency service fee under Section Four.

Section Four. The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280 of the Connecticut General Statutes to pay such a fee as a condition of employment, provided, however, no such payment shall be required of an employee whose membership is terminated for reasons other than non-payment of Union dues.

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 the State, provided that the employee submits such objection in writing to the Union.

Section Five. The amount of dues or agency service fees deducted under this Article shall be remitted to the treasurers of the clerical local organizations as soon as practicable after the payroll period in which such deductions are made together with a list of employees for whom any such deduction is made.

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

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

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

Section Nine. In the event that any court of competent jurisdiction orders the Employer to pay damages due to proper deduction of Union agency fees or to rebate to employees any portion of such fees properly deducted pursuant to this Article, the Union agrees to hold the Employer harmless for said damages and deductions by paying the State for said damages and deductions.

Section Ten. The State will continue to allow for voluntary payroll deductions for the Union's political action organization.

Section Eleven. The State will send a quarterly list to AFSCME Council 4 of the names, employee numbers, classifications, addresses and starting dates of bargaining unit members hired and/or rehired during the period. Where practicable, work location for these employees shall be included. This quarterly list shall also include the names of the bargaining unit members who have resigned or been separated from State service.

ARTICLE 8 UNION RIGHTS

Section One. Employer representatives shall deal with Union-designated stewards or representatives exclusively in the processing of grievances or any other aspect of contract administration, or in negotiations over wages, hours and other conditions of employment.

Section Two. Designation of Stewards. The Union will furnish the State Employer with the list of stewards designated to represent any segment(s) of employees covered by this Agreement. On March 1 of each year, the Union will furnish the State Employer with a current list of stewards, specifying the jurisdiction of each steward, or group of stewards, and shall keep the list current. The Union may designate up to 25 stewards as stewards of general jurisdiction within the local union's area. The Union will notify the State employer as soon as practicable regarding any steward changes.

The sufficiency of steward coverage, including the general ratio of stewards to employees and the geographic distribution of stewards, shall be a subject of continuing consultation between the Employer and the Union.

Section Three. Superseniority for Stewards. (a) Layoff. For the purpose of layoff selection, up to two hundred and fifty (250) Union stewards shall have the highest seniority

in their classification series. (Except that this shall not be inconsistent with Article 14, Order of Layoff.) Superseniority shall only apply to stewards who have permanent status in their respective classifications and have served as stewards for at least six (6) months. Restrictions on steward transfer as provided below shall be waived if necessary to comply with this section. Grievances under this section shall be filed at Step II of the grievance procedure.

(b) Transfer of Stewards. Union stewards will not be transferred involuntarily to another agency or facility outside their area of jurisdiction except if necessary to meet operational requirements. Such transfers and reassignments shall not be made arbitrarily. Grievances under this section shall be expedited to Step III of the grievance procedure.

Section Four. Use of Telephones. Where pay telephones are reasonably available, within the building, Union stewards or staff representatives shall use such telephones for Union business calls. If pay telephones are not available, State telephones may be used for Union business calls provided that calls are of short duration and that long distance calls are not charged to the State.

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

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

Section Five. Access to Premises. Union staff representatives and officials shall be permitted to enter the facilities of an agency at any reasonable time for the purpose of transacting Union business, discussing, processing or investigating filed grievances, or fulfilling the role of collective bargaining agent, provided that they do not interfere with the performance of duties. They shall give notice to the appropriate office prior to arrival or, if that is not possible, they shall give notice of their presence immediately.

The Union and the State will cooperate in preventing abuse of this section.

The Union will furnish the Employer with a current list of its staff personnel and their jurisdictions, and shall maintain the currency of said list.

Section Six. Role of Steward in Processing Grievances. Stewards will notify their immediate supervisors when they desire to leave their work assignments to carry out their duties in connection with this Agreement, and permission will be routinely granted unless the work situation or an emergency demands otherwise.

When contacting an employee, the steward will notify the employee's supervisor and permission will be routinely granted unless the work situation or an emergency demands otherwise. If the immediate supervisor is unavailable, notification will be made to the next level of supervision. Notifications by stewards to meet with employees and/or employees to meet with stewards will state the name of the employee involved, his/her location, the general nature of the Union business to be discussed and the approximate time that will be needed. A steward thus engaged will report back to his/her supervisor on completion of such duties and return to the job and will suffer no loss of pay or other benefits as a result thereof. The sufficiency of steward coverage shall be a subject of continuing consultation between the Employer and the Union. The Union will cooperate in preventing abuse of this section.

One steward will represent a grievant at any given time.

Section Seven. Bulletin Board. The State will furnish reasonable bulletin board space in each institution which the Union may utilize for announcements and publications.

Bulletin board space shall not be used for material that is of a partisan political nature or is inflammatory or derogatory to the State Employer or any of its officers or employees. The Union

shall limit its posting of notices and bulletins to such bulletin board space.

Section Eight. Access to Information. The Employer agrees to provide the Union, upon written request, access to any public information or to any materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. Within two (2) weeks of receipt of a written request for such information, the Employer shall either provide the information or notify the Union of whether the information is available and the date on which it can be provided. The Union shall reimburse the State for the expense and time spent for photocopying extensive information and otherwise as permitted under the State Freedom of Information Law. The Union shall not have access to privileged or confidential information.

Section Nine. Union Business Leave. (a) During the term of this Agreement, leave shall be granted to Union officers, stewards, delegates or other representatives as follows:

(1) Official delegates to the biennial AFSCME Convention shall be granted leave without loss of pay or benefits for five (5) days. Not more than forty (40) employees shall be granted such leave. The Union shall give written notice to the Director of the Office of Labor Relations at least thirty (30) days in advance, specifying the dates of the Convention, the names of the official delegates to be released and their employing agencies. A copy of the request shall be provided to the employing agencies

(2) Each contract year, official delegates to the annual Connecticut State AFL-CIO Convention shall be granted leave without loss of pay or benefits for the days on which the Convention is scheduled not to exceed three (3) days. Not

more than forty (40) employees shall be granted such leave. The Union shall give written notice to the Director of the Office of Labor Relations at least thirty (30) days in advance, specifying the dates of the Convention, the names of the

official delegates to be released and their employing agencies. A copy of the request shall be provided to the employing agencies.

(3) Each contract year, up to two hundred and fifty (250) Union designated officers and stewards shall be granted up to two (2) days of leave without loss of pay or benefits to attend training sessions. Up to forty (40) Union designated officers shall be granted an additional day of leave without loss of pay or benefits to attend training. A copy of the request shall be provided to the employing agencies.

The Union shall give written notice to the Director of the Office of Labor Relations at least two (2) weeks in advance, specifying the dates of training sessions, the names of employees to be released and their employing agencies.

(4) Up to 3,630 hours of leave, without loss of pay or benefits, shall be granted in each contract year for Union business meetings, legislative or agency hearings or other Union business-related functions. The leave may be requested in hourly increments, but no less than two hours, for the time to be spent in travel and at the function and the actual time and total hours of release will be indicated on the request. The Union shall give written notice to the Director of the Office of Labor Relations at least two (2) weeks in advance, or as soon as the Union identifies participants for any event not scheduled two (2) weeks in advance, but not less than seventy-two (72) hours notice shall be given. The written notice shall specify the date(s) and times of the requested release, the names of employees to be released and their employing agencies. A copy of the request shall be provided to the employing agencies. Release of employees under this section shall be subject to agency operating needs. In determining whether operating needs are critical enough to prevent release of an employee, the following factors shall be considered: size and staffing of the work unit, the work load of the unit, and the number of absences for Union business under this subsection during the previous three (3) months.

If it appears that operating needs may prevent the release of an employee, the agency labor relations designee will notify the Union. If the agency and the Union cannot resolve the problem, the Union shall contact the Office of Labor Relations. The Office of Labor Relations shall make the final decision prior to the date of requested release. The Union may appeal that decision directly to expedited arbitration.

(b) Not more than four (4) employees 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 year. An extension not to exceed one additional year may be granted subject to the approval of the Director of the Office of Labor Relations.

Upon return from such leave, the Employer shall offer the employee a position relatively equal to the former position in duties and equal to the former position in pay and benefits at the wage rates in force at the time of return from the leave. The position will be at the same location from which the employee went on leave, or within a reasonable commuting distance. If the employee cannot be returned to the same location, he/she will be given preference to transfer back when there is a suitable vacancy.

Upon return from leave, the employee(s) shall have the right to purchase back retirement credits for the period of the leave provided that, in addition, the employee(s) or the Union contributes the State's share of the cost of such retirement credits.

Section Ten. Orientation. Once a month at each agency or facility all new employees shall be released from work, if they so desire, for one hour without loss of pay to attend a Union orientation. The time and location of such orientation shall be determined by mutual agreement of the Union and the Employer.

The Union will provide all new employees with copies of this Agreement and with the names of their stewards.

Section Eleven. Use of Facilities for Union Meetings.

Subject to agency operating needs and availability of space, the Union may request use of space for Union meetings once a month. Additional personnel costs, if incurred, will be charged to the Union.

Section Twelve. Absent emergencies, the President of each clerical local will be allowed to attend, without loss of pay, Step III and Arbitration hearings as well as prohibited practice conferences concerning matters emanating from his/her respective local. If the President is unable to attend, a designee may, without loss of pay, be substituted subject to agency operating needs. It is the intent of this Section that in most instances the President will be the person to attend such hearings and the use of designees will be limited to those situations where the President is unavailable.

ARTICLE 9

PERSONNEL RECORDS

Section One. An employee's personnel file or "personnel record" is defined as that which is maintained at the agency level, exclusive of any other file or record, provided, however, in certain agencies which do not maintain personnel files or records at the agency level, the defined file or record shall be that which is maintained at the institution level. Agencies which do not maintain personnel files at the agency level shall notify employees in writing of the location of the official personnel files.

Section Two. An employee covered hereunder shall, on his/her request, be permitted to examine and copy, at his/her expense, all materials in his/her personnel file other than preemployment material or other material that is confidential or privileged under law. The State Employer reserves the right to require its designee to be present while such file is being inspected or copied. The Union shall have access to any employee's records upon presentation of written authorization by the appropriate employee.

Section Three. No anonymous material concerning an employee shall be placed in his/her personnel file nor shall new material derogatory to an employee be placed in an employee's file unless the employee has had an opportunity to sign it and has been given a copy of the material. If the employee refuses to sign, a union steward shall sign the material and be provided with a copy.

If an employee fails to attend a meeting scheduled for the delivery of derogatory material, the document(s) may be sent to the employee by certified mail with a copy mailed to the Union and then placed in the personnel file. This provision shall not apply if the employee has requested that the meeting be rescheduled within a reasonable time to allow the attendance of the Union steward.

Within sixty days of receipt, an employee may file a written rebuttal to any derogatory materials. Derogatory material which is not merged in the service rating next following shall be considered void after the time for issuance of the second-next service rating (not more than eighteen (18) months from the date of the derogatory material), unless another disciplinary action is taken within that period of time. Employee rebuttals shall similarly be considered void under these circumstances but shall remain attached to the derogatory material. For purposes of this section, "void" means that the document shall be marked "void for employment purposes" or placed in a separate file and shall not be used for any employment-related purposes under this contract.

An employee may file a grievance on any derogatory material placed in his/her personnel file.

Section Four. Requests for information contained within a personnel file shall be disclosed to the extent required under existing law (e.g. court order, Freedom of Information.)

ARTICLE 10
SERVICE RATINGS

Section One. A rating of “unsatisfactory” in one (1) category or of “fair” in two (2) categories shall constitute a “less than good” rating, which may be considered grounds for denial of an annual increment.

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

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

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

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

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

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

A service rating shall be conducted by a management designee who is familiar with the employee’s work. Normally, the management designee who conducts the service rating will have observed the employee for at least two (2) months. The service rating report is subject to the approval of the appointing authority or his/her designee. A copy of each approved service rating report shall be given to the employee and placed in his/her file.

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

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

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

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

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

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

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

Section Three. Only disputes over “less than good” overall service ratings may be subject to the grievance and arbitration procedure. If an employee receives ratings of fair in a given category on two (2) consecutive service ratings, the employee may grieve the second rating. In any arbitration, the arbitrator shall not substitute his/her judgment for that of the evaluator in applying the relevant evaluation standards unless the evaluator can be shown to have acted arbitrarily or capriciously.

Service ratings during the initial working test period are not grievable or arbitrable.

Section Four. The State and the Union will establish a joint labor-management committee composed of three (3) representatives of the Union and three (3) representatives of State Management who will evaluate the service ratings system. Recommendations will be made to the Director of the Office of Labor Relations within one (1) year from the date of ratification of this Agreement.

The instructions on the service rating form shall be revised in accordance with any changes in the contract language.

Section Five. The parties recognize that agencies may need to use functional job descriptions in evaluations to comply with certification requirements. These job functions may be incorporated into the rating categories on the NP-3 service rating form or may be rated separately as an attachment to the NP-3 service rating form.

ARTICLE 11
TRAINING

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

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

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

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

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

ARTICLE 11A
TUITION AND CONFERENCE FUNDS

Section One. Conference Fund. (a) There shall be \$30,000 appropriated in each year of this Agreement to finance attendance at workshops, seminars or conferences by employees, without loss of pay or benefits. Such workshops, seminars or conferences must be educational and beneficial to the employee and the agency and shall not include steward training. A maximum of \$400 shall be allotted for any one attendance; each contract year. The parties may, by mutual agreement, adjust the maximum dollar limit for subsequent contract years. No employee will attend more than two (2) conferences, workshops or seminars per year of this agreement. These funds shall be used for payment of fees and/or travel expenses, including such items as meals or lodging.

(b) Every effort shall be made by the State to allow participation in said workshops, seminars and conferences. Selection of employees shall be by mutual agreement of the Union and the State.

(c) Upon approval of a request under this section by the Union and the agency head, such request shall be forwarded to the Comptroller at least two (2) weeks in advance of the event.

If any employee who has had a request approved does not attend the workshop, seminar or conference, prompt notice of cancellation shall be provided to the agency's business office which shall promptly notify the Comptroller of the cancellation.

As soon as possible but not more than thirty (30) days following the event, the employee shall submit a claim for reimbursement on the appropriate form and with the required receipts to the business office, which shall promptly process the claim to the Comptroller. If no claim for reimbursement has been submitted to the Comptroller within sixty (60) days of the date a workshop, seminar or conference was scheduled, the funds committed for that activity shall be released and made available for others.

The Union will be provided with quarterly reports showing amounts committed and/or paid.

Funds which are unexpended in one fiscal year shall carry over in the next fiscal year provided, however, that the conference fund will expire on expiration of this agreement. The previous sentence notwithstanding, requests which are submitted and approved within the final six (6) months of this Agreement may be paid, with any remaining available funds, up to three (3) months following expiration of this Agreement.

Employees who attend these activities may be requested by management to prepare reports and/or make a presentation on the events and information acquired.

Section Two. Special Programs Fund. The Union, the State or an agency may sponsor or develop programs to assist employees in such areas as skill enhancement, examination preparation or career development. There shall be \$12,500 appropriated in each year of the contract, to support the development and offering of such programs.

Use of these funds shall be subject to approval by the joint training committee described in Section Three of Article 11. The funds may be expended for printing or other duplication costs, purchase and development of audio-visual materials, mailing, rental of facilities, stipends for instructors or technical assistants, or any other items related to the development or offering of the programs. Funds not expended in one year may be carried over to the next but not beyond June 30, 2009, or shall be transferred to the tuition reimbursement account at the Union's request after discussion with and notice to the Office of Labor Relations.

Section Three. Tuition Reimbursement. (a) Any employee who has completed the initial working test period and is continuing his/her education in a job-related area, or in an area that will assist the employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of eighteen (18) credits or the equivalent per year.

There shall be a maximum limit of \$1200 tuition reimbursement in each year of the contract. This maximum dollar limit may be adjusted in subsequent contract year(s) by mutual agreement of the parties.

(b) There shall be \$200,000 appropriated in each year of this contract for the purpose of tuition reimbursement. Funds which are unexpended in one fiscal year shall carry over into the next fiscal year provided, however, that the tuition reimbursement fund will expire on expiration of this Agreement. The previous sentence notwithstanding, applications for tuition reimbursement which are submitted and approved within the final six (6) months of this Agreement may be paid, with any remaining available funds, up to three (3) months following expiration of this Agreement.

(c) An employee applying for tuition reimbursement must submit the appropriate forms not less than two (2) weeks prior to the start of the course. After approval has been received, if the employee decides not to take the course(s) or to drop a course(s), he/she shall notify the Employer so that funds may be utilized for another employee. As soon as possible but not more than thirty (30) days following completion of the course(s), the employee shall submit the required documentation of payment and successful course completion.

If no claim for reimbursement or request for extension has been submitted to the Comptroller within sixty (60) days of the end of the semester or course, the funds committed for that course(s) shall be released and made available for others.

(d) The reimbursement per credit shall be as follows:

(1) For credit courses at accredited institutions of higher education, one hundred (100) percent of the cost of tuition, laboratory fees and community college service fees up to a maximum of \$115 per credit for undergraduate courses and \$145 per credit for graduate courses.

(2) For other courses or programs, there shall be fifty (50) percent tuition reimbursement to a maximum of

\$57.50 per credit for undergraduate courses and \$72.50 per credit for graduate courses.

(e) Tuition reimbursement for external degree programs and for courses offered at non-accredited institutions or non-credit courses shall be subject to prior approval by the Personnel Development section of the Department of Administrative Services.

Non-credit courses will be converted to an equivalent number of credits for the purpose of computing reimbursement. For example, six to fifteen hours of non-credit classroom time will be considered the equivalent of one credit.

For external degree programs, the enrollment fee and the examination fee for up to six examinations per year shall be covered by tuition reimbursement.

ARTICLE 12 WORKING TEST PERIOD

Section One. The Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during a Working Test Period shall be tantamount to a failure of the competitive exam.

Section Two. Each appointee to a permanent position in the classified service shall serve a Working Test Period. Such Working Test Period shall begin on the date of appointment from the employment list, if the position is competitive. Otherwise, the Working Test Period shall begin on the date of original permanent appointment.

The Working Test Period for classes covered by this Agreement shall be six (6) months or, for all less than full-time positions, 1044 hours. However, an employee who is promoted within the bargaining unit, within his/her employing agency, shall be required to serve a promotional Working Test Period of only four (4) months or, for less than full-time positions, 696 hours. Periods of more than three (3) days of

unpaid leave or workers' compensation will not be considered for purposes of completion of the working test period.

Upon appointment from the certified list, an employee who is provisionally promoted shall have service in the position in which he/she has served provisionally credited toward meeting the Working Test Period requirements, provided that such service has been satisfactory.

No additional Working Test Period shall be required of an employee who previously served a satisfactory Working Test Period in the same or in a comparable class within the preceding three (3) years.

Section Three. At any time during the Working Test Period, after fair trial, the appointing authority may remove any employee, if, in the opinion of such appointing authority, the Working Test Period indicates that such employee is unable or unwilling to perform his/her duties so as to merit continuance in such position. The name of any employee so removed, but who is considered to be suitable for employment in some other department, agency or institution, may be restored to the employment list. For the purposes of this Section any employee who has served part of a Working Test Period in a position in the State service who is, pursuant to examination, appointed to, and serves part of a Working Test Period in, a position in a higher classification in a field of work directly related to his/her prior position, from which new position he/she is dismissed, shall, at his/her option, be reappointed to the position which he/she first had and his/her service in the Working Test Period for such position shall be deemed to include the time spent in the Working Test Period for the higher position.

Any employee who is promoted within an agency and who fails a Promotional Working Test Period shall be returned to the position from which he/she was promoted without any loss of benefits or seniority rights.

Any employee who is promoted to another agency and who fails a Promotional Working Test Period shall be returned

to her/his former agency to a position in the same job classification from which promoted without any loss of benefits or seniority rights. If there are no vacant positions at the employee's former work location, the employee shall be appointed to a vacancy within a reasonable distance (within a 25 mile radius of the former work location or the employee's home) and shall have first preference for transfer to a position at the former location. If there are no existing vacant positions in the former agency within these geographical limitations, the former agency shall take the steps necessary to have the employee placed in a position at a work location within the specified geographical areas.

A permanent employee who is appointed to a classification in another bargaining unit and who fails the Working Test Period shall be returned to her/his former agency to a vacancy in the same classification or a vacancy in a comparable class or in any bargaining unit class in which the employee held permanent status. If there are no such vacancies authorized for refill in the former agency, the employee shall be placed on a reemployment list.

Section Four. The Working Test Period may, with the approval of the Commissioner of Administrative Services or designated management official, be extended on an individual basis for a definite period of time. Normally, such extension shall not exceed three (3) months, but in exceptional circumstances there may be an extension of up to six (6) months.

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

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

ARTICLE 13
SENIORITY

Section One. (a) Seniority shall be defined as an employee's length of continuous State service, including paid leave and war service, except as provided in Section Three of Article 14.

(b) An employee's seniority shall accrue during the following periods:

(1) Military leave granted under CGS Sec. 5-255a or 27-33 or under Article 37.

(2) Workers Compensation.

(3) Unpaid medical leave of absence.

(4) Non-disability maternity or paternity leave or leave for family emergency due to illness, up to a maximum of six (6) months.

(5) Layoff up to one year of any period of continuous layoff provided the employee is reemployed within three (3) years.

(6) Union leave granted under Article 8, Section 9(b).

Credit for the periods of time described in (3), (4), and (6) will only apply if the employee returns to work immediately following the leave.

(c) The changes in the seniority definition contained in this contract shall apply prospectively, effective upon the date of contract approval.

(d) For part time employees, seniority shall be prorated in accordance with the number of hours worked by the employee.

Section Two. Seniority shall not be computed until after completion of the working test period. Upon successful completion of the working test period, seniority shall be retroactive to the date of hire.

Section Three. State service while working in a trainee class shall not accrue until permanent appointment after successful completion of the training whereupon it shall be retroactively applied to include such service.

Section Four. Seniority shall be deemed broken by: (a) termination of employment caused by resignation, dismissal or retirement; (b) failure to report for five (5) consecutive working days without authorization absent a valid explanation. Any dispute as to whether the explanation offered is valid shall be subject to the grievance and arbitration procedure. In any such arbitration, the arbitrator shall not substitute his/her judgment for that of the employer unless the employer's decision can be shown to be arbitrary or capricious.

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

Section Five. Seniority lists shall be prepared as needed for the agency or work unit and classifications affected. In addition, AFSCME Council 4 shall be provided with annual seniority lists on March 1 based on employee seniority calculated according to Section One as of January 1 of that year.

Section Six. The application of seniority as a factor in decision making is addressed in appropriate articles of this Agreement.

Section Seven. The calculation of years of service for purposes of longevity benefits shall be based on the definition of Seniority in Section One (a). Effective October 1, 1996, the calculation of service for purposes of longevity benefits shall be based upon total State service, including paid leave and war service.

The calculation of years of service for purposes of vacation accrual eligibility shall be based on the definition of seniority in Section One (a), with the inclusion of up to six (6) months of unpaid medical leave and/or nondisability maternity leave and up to one (1) year of layoff as described above.

The definition of seniority in this Article shall not affect pension rules. Except as provided in this Section or in Article 14, the definition of seniority in this Article shall apply in all situations where seniority is a factor.

ARTICLE 14

ORDER OF LAYOFF AND REEMPLOYMENT

Section One. A layoff is defined as the involuntary, non-disciplinary separation of an employee from State service because of lack of work or other economic necessity.

Section Two. No employee shall be laid off except in compliance with this Article.

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

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

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

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

Bargaining unit seniority shall not be considered broken for individuals serving in confidential positions in bargaining unit titles. Time spent as a confidential exclusion in a

bargaining unit classification shall be counted as bargaining unit seniority under this Article.

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

Section Four. Layoff Procedure. When layoff becomes necessary, the agency will identify the specific position to be eliminated and notify the incumbent in writing with as much notice as possible but not less than four (4) weeks. A copy of the written notice shall be sent concurrently to the Union.

If there is more than one position in the same job classification in a work unit, the agency shall first eliminate positions in that classification held by nonpermanent employees.

The State shall prepare a list of all vacancies in the same or comparable classes in the agency in which the employee works and in other agencies within a twenty-five (25) mile radius. The list shall be provided to the affected employee(s) with a copy to the Union.

The agency shall arrange to have the employee assigned in lieu of layoff to a funded, approved vacancy in the same or comparable classification at the same work location/facility. If there is no such vacancy available, a permanent employee may exercise bumping rights as set forth in Section Five herein OR may exercise reemployment rights as set forth in Section Six herein. A nonpermanent employee shall not have bumping or reemployment rights.

In addition, prior to layoff the Employer shall consider alternatives to layoff including attrition, early retirement, transfer, or unpaid furlough.

Section Five. Bumping. Within two (2) weeks of the notice specified in Section Four, the employee shall provide written notice of whether he/she elects to exercise bumping rights and, if so, the position he/she has selected. This election

shall be binding on the employee and failure to elect shall constitute a waiver of bumping rights. Within two (2) business days of notice to a bumpee that an employee has elected to bump him/her, the bumpee shall provide written notice of whether he/she has elected to exercise bumping rights and, if so, the position he/she has selected. This election shall be binding on the employee and failure to elect shall constitute a waiver of bumping rights.

For purposes of layoff selection and bumping rights, full time employees and part time employees in the same classification working at least twenty (20) hours per week shall be considered as within the same category. To exercise bumping rights, however, the bumpee must assume the work schedule and hours of the employee to be bumped.

A permanent employee may bump any nonpermanent employee in the same class or in a lower class within the same classification series within the same agency. Also, a permanent employee may bump any of the following provided that he/she has more seniority than the employee to be bumped:

(1) the employee at the same work location/facility of the agency with the lowest seniority in the same class

(2) the employee at the same work location/facility with the lowest seniority in a lower class within the same classification series

(3) the employee with the lowest seniority in the same class within the same agency

(4) the employee with the lowest seniority in a lower class within the same classification series within the same agency; provided, however, that this option shall only apply if none of the options (1), (2) or (3) is available.

In the event the bumpee is a permanent employee, he/she will be allowed in lieu of layoff, to bump that employee identified in (2) or (3) above provided that he/she has more bargaining unit seniority than the employee to be bumped. Any bumpee who is a permanent employee may bump any nonpermanent employee in the same classification within the

agency. Bumpee(s) will receive as much written notice as possible but not less than ten (10) calendar days. A bumpee not eligible or unwilling to exercise bumping rights as described in this paragraph may exercise reemployment rights as set forth in Section Six herein provided he/she was a permanent employee at the time of layoff.

When an employee bumps into a class with a lower salary range in order to avoid layoff, his/her rate of pay in the lower classification shall be at the closest rate in the lower salary range but not more than he/she was receiving at the time of bumping.

Section Six. Reemployment. (a) Any permanent employee who is laid off or who bumps into a lower class or who is placed into a durational position or into a part time position from a full time permanent position in lieu of layoff may request that his/her name be placed on a reemployment list(s).

An employee shall be entitled to specify for placement on the reemployment list for any and all classes in which he/she formerly held permanent status or which are deemed comparable. Employees must designate location preference when placed on these lists. At the time of layoff, the Employer shall provide forms on which the employee shall designate choice of reemployment list(s) and acceptable location(s). The employee shall sign all such forms. The employee will also be provided an opportunity to indicate whether or not temporary or durational positions would be acceptable.

Three waivers of positions offered from a reemployment list will result in removal from that list. A no-reply to an offer of position, which offer was sent by certified mail return receipt requested, shall be deemed a waiver. An employee will also automatically be removed from all reemployment lists if appointed to a position in the same salary group held at time of layoff, provided, however, that such removal shall not occur if an employee is appointed to a temporary or durational position or is a previously employed full time employee and is appointed to a part time position.

Any employee appointed from the reemployment list to a temporary, durational or part time position shall have their rights and benefits determined in accordance with Article 22. An employee appointed from a reemployment list to a position in a lower salary group than other classification(s) for which he/she had been placed on the reemployment list(s) will remain eligible for certification from the reemployment list for the classifications of higher salary groups, not to exceed to salary group held at the time of layoff.

(b) The names of permanent employees shall be arranged on the reemployment list in order of seniority as defined in Section Three of this Article and shall remain thereon for a period of three (3) years except as provided in (a) above.

(c) An employee appointed from a reemployment list to a position in his/her former salary group will be appointed at the same step in such group as held when he/she was laid off. An employee appointed to a position in a lower salary group will be appointed to the step with the closest, but not higher, rate of pay to the one held by the employee at the time of layoff.

(d) There shall be no appointment from outside State service until laid-off employees eligible for rehire and qualified for the position involved are offered reemployment.

Section Seven. In the event that a layoff or bumping by seniority may have a negative impact on the affected agency's affirmative action or upward mobility programs, the Employer shall notify the Union as soon as possible, but no later than thirty (30) days prior to the layoff, and the Union and the Employer shall discuss alternatives to the above layoff selection and bumping procedure.

The application of seniority as a factor in layoff selection shall be waived when the Employer determines that there is a need for special skills such as bilingual ability, the ability to operate specialized equipment, expertise or training in a complex work assignment, or ability to relate to a

specialized client group which the more senior employees are unable to perform, except after extensive training, provided that not more than five (5%) percent of the employees (but not less than one (1) person) to be laid off within a class within an agency shall be subject to this paragraph. When there is a need to apply the special skills exemption, the Employer shall notify the Union at least thirty (30) days in advance. Employer decisions shall be subject to expedited arbitration, provided, however, that no back pay remedy shall accrue to any individual employee.

Section Eight. The determination of class comparability shall be in the sole discretion of the Commissioner of Administrative Services and shall not be grievable or arbitrable. With respect to bumpees, the classification series and the classes assigned to each series shall be in the sole discretion of the Commissioner of Administrative Services and shall not be grievable or arbitrable.

Section Nine. For the purposes of this article, the Employment Security Division may, at the discretion of the Labor Commissioner, be excluded from the remainder of the Labor Department and deemed to be a separate agency.

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

The State employer will be deemed in compliance with this Section if:

(1) the employee is offered a transfer to the same or similar position which, in the Employer's judgment, he/she is qualified to perform with no reduction in pay; or

(2) the Employer offers to train an employee for a position which reasonably appears to be suitable based on the

employee's qualifications and skills. There shall be no reduction in pay during the training period.

The provisions of this Section expire automatically on June 30, 2009, and/or upon implementation of the successor agreement. Either party may renegotiate for the inclusion of this provision or any modification thereof in any successor agreement.

Section Eleven. When the Employer elects to reduce the workforce, employees within the affected classifications and work locations or facilities may request layoff. If granted, the employer shall not contest the employee's eligibility for unemployment compensation. The denial of any such layoff request shall not be grievable.

The rights of such individuals shall be restricted to placement on the appropriate reemployment list and shall not include any bumping rights or any placement, training or reemployment rights from the coalition (SEBAC) agreements.

ARTICLE 15 GRIEVANCE PROCEDURE

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

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

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

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

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

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

Section Six. The Grievance Procedure.

Step I. Subagency Designee. A grievance may be submitted within the thirty (30) day period specified in Section

Five to the office which the agency head has established as the subagency level for handling grievances.

If the agency head does not establish a subagency level for handling grievances, the grievance shall be presented to the employee's first supervisor in the chain of command who is outside the bargaining unit. A meeting shall be held with the Union representative and/or the grievant and a written response issued within seven (7) days after such meeting but not later than fourteen (14) days after the submission of the grievance.

Step II. Agency Head or Designee. When the answer at Step I does not resolve the grievance, the grievance shall be submitted by the Union representative and/or the grievant to the agency head or his/her designee within seven (7) days of the previous response. In addition, the following matters shall be submitted directly to Step II: grievances alleging a violation of layoff or bumping procedures under Article 14; grievances concerning disputes over an employee's job classification filed under Article 15 A or Article 19.

Within fourteen (14) days after receipt of the grievance, a meeting will be held with the employee and a written response issued within five (5) days thereafter.

Step III. Director of the Office of Labor Relations or Designee. The parties acknowledge that orderly administration of the contract grievance procedure requires the Director 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 of the Office of Labor Relations or designee has had an opportunity to resolve the grievance.

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

In addition, the following matters shall be submitted directly to Step III: grievances concerning dismissal, suspension or demotion pursuant to Article 16; class reevaluation appeals pursuant to Article 21; institutional

grievances concerning the bargaining unit as a whole or more than one agency.

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

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

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

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

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

Section Nine. (a) The parties shall establish a panel of up to ten (10) mutually acceptable arbitrators. Unless the parties agree to the contrary for a particular case, the arbitrator shall be selected by rotation in alphabetical order from the panel of arbitrators. If the arbitrator is not available to

schedule the beginning hearing within a time period acceptable to the parties, the next arbitrator in rotation who is available shall be selected.

Submission to arbitration shall be by certified letter, postage prepaid to the Director of the Office of Labor Relations. The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases when the Union is not a party, one-half the cost shall be borne by the State and the other half by the party submitting to arbitration.

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

On grievances when the question of arbitrability has been raised, either party may request that the arbitrator issue a decision on the issue of arbitrability prior to hearing the merits of the case. In determining whether a grievance shall be deemed arbitrable, the arbitrator shall apply the guidelines embodied in the Steelworkers Trilogy.

(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. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof.

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

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

to grant pay retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I.

The Arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties mutually agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes. The parties intend arbitration decisions shall be reviewable in accordance with the standards established by law and judicial decision. Neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over awards, including post-arbitral review of awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

Section Ten. The parties may, by mutual agreement, consolidate for hearing by a single arbitrator two (2) or more grievances arising out of the same or similar fact situations or involving the same issues of contract interpretation or both.

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

- (a) dismissal of employees during initial Working Test Period;
- (b) dismissal of non-permanent employees;
- (c) non-renewal of appointment of unclassified employees;
- (d) the decision to layoff, or non-disciplinary termination of employees;
- (e) notwithstanding the provisions of Article 2, classification and pay grades for newly created bargaining unit jobs; provided, however, that this clause shall neither enlarge nor diminish the Union's right to negotiate pay grades;

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

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

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

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

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

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

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

ARTICLE 15 A

RECLASSIFICATION GRIEVANCES

Disputes over an employee's job classification (reclassification grievances) shall be subject to the grievance procedure but shall not be arbitrable. Such disputes shall be submitted directly to Step II of the grievance procedure. The final step of appeal shall be to a three (3) person panel consisting of personnel officers from two (2) different State agencies, each of which has more than one hundred (100)

employees, and one (1) designee of the Union who is experienced in the area of job classification.

ARTICLE 16

DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

Section One. No permanent employee who has satisfactorily 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 incompetency, inefficiency, neglect of duty, misconduct or insubordination.

Section Two. 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 Three. A permanent employee who is reprimanded, demoted, suspended or dismissed shall have the right to appeal such action through the grievance and arbitration process set forth in this Agreement.

Grievances concerning dismissal, demotion or suspension shall be submitted directly to Step III of the grievance procedure within twenty one (21) 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 form shall be sent concurrently to the employee's agency designee. By mutual agreement, such grievances may be expedited directly to arbitration. All other disciplinary grievances shall be filed in accordance with Article 15.

The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and shall supersede all preexisting forums.

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

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

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

Section Six. 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 present, upon request, provided, however, this provision shall not unreasonably delay completion of the interrogation. This provision shall be applicable to interrogation before, during or after the filing of a charge against an employee or notification to the employee of disciplinary action.

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

Section Seven. Whenever practicable, any investigatory or disciplinary meeting with an employee shall be scheduled in a manner intended to conform with the employee's work schedule, with an intent to avoid overtime. If such scheduling is not possible, and an employee is required to

appear at any time beyond his/her normal work time, he/she shall be deemed to be actually working. If the employee's representative is on duty at the time of the meeting, the representative shall be released for the meeting with pay.

Section Eight. The State reserves the right to discipline or discharge employees for breach of the No Strike Article. An employee may grieve said disciplinary action 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, except that in cases of dismissal, the arbitrator may modify the penalty of dismissal if the Employer's judgment can be shown to be arbitrary, capricious or discriminatory.

Section Nine. Reprimands. A written reprimand or a written record of an oral reprimand which is placed in an employee's personnel file and which is not merged in the service rating next following shall be considered void for purposes of progressive discipline after eighteen (18) months, unless another disciplinary action is taken within that period of time.

An employee shall have the right to file a written response to any such reprimand or record, and such response will be attached thereto and placed in the personnel file. Any such response shall also be considered void if the reprimand to which it is attached is considered void under this section.

For purposes of this section, "void" means that the document shall be marked "void for employment purposes" or placed in a separate file and shall not be used for any employment-related purposes under this contract

Section Ten. An appointing authority may, pending an investigation of alleged action which constitutes grounds for dismissal (including disposition of criminal charge against the employee), place the employee on an administrative leave of absence for a period of up to sixty (60) calendar days. The

appointing authority may reassign the employee to an alternative assignment during the investigation, where practicable.

The paid leave under this section may be extended for the period of the pre-discipline procedure and the discipline notice period. An employee may be placed upon a paid leave of absence during the notice period prior to the effective date of a dismissal.

ARTICLE 17

HOURS OF WORK, WORK SCHEDULES AND OVERTIME

Section One. Standard Workweek. (a) The standard workweek for full-time employees shall be forty (40) hours per workweek in five (5) consecutive days of eight (8) hours per work day, with regularly established starting and ending times. Except in emergencies, employees shall receive two (2) weeks notice of any schedule change.

(b) The customary workweek shall be from 12:01 A.M. on Friday to 12:01 A.M. the following Friday.

(c) The customary work day shall be from 12:01 A.M. to 12:01 A.M. the following day.

Section Two. Nonstandard Workweek. A nonstandard workweek for full-time employees shall average five (5) work days and forty (40) hours per week over a period of eight (8) weeks or less. Employees who are on nonstandard workweeks shall have regularly established starting and ending times and shall receive two (2) weeks notice of any schedule change, except in emergencies.

Section Three. In the event the employer wishes to change a facility work schedule during the life of this agreement, three (3) weeks notice shall be given to the affected employee(s) and the Union. The employer shall meet and negotiate with the Union if the Union objects to the proposed schedule. If agreement cannot be reached within three (3) weeks of notification to the Union, the employer shall make the changes it deems advisable.

(1) Staffing needs will be met by volunteers before employees are assigned, provided that there are sufficient volunteers qualified to do the work.

(2) If there are not enough volunteers, or if there are too many volunteers, preference for schedule selection shall be given to the most senior employees qualified to perform the work until staffing needs are met.

The Union shall have the right to request arbitration following the schedule change implementations. The arbitrator in rendering a decision on the employee work schedules must give weight to the following factors in the following order of priority: the impact on client services, the impact on the agency and the impact on the employees. The arbitrator shall not be empowered to direct the employer to hire additional staff or require additional overtime compensation provided the employer has not reduced the number of employees and thus reduced the employee/client ratio prior to the change in schedule.

Nothing in this Section shall be interpreted as a limitation on the employer's right to determine the hours of operation.

Section Four. During the life of this Agreement, the establishment or disestablishment of nonstandard workweeks or work schedules shall be consistent with Section 5-238 and the regulations appurtenant thereto, except that:

(a) The Commissioner of Administrative Services shall issue regulations and the Director of the Office of Labor Relations shall make decisions previously assigned to the Personnel Policy Board.

(b) A copy of any such regulation, when issued, shall be furnished to the Union.

(c) A copy of all proposed nonstandard workweeks shall be furnished to the Union.

Prior to the establishment or disestablishment of nonstandard workweeks, the State shall notify the Union. A

period of thirty (30) days shall be allowed for discussion and good faith negotiation over the proposed schedule change(s). If no agreement is reached within the thirty (30) day period, the State reserves its legal rights with regard to the implementation of its last proposal.

Any employee whose workweek is to be changed from a standard workweek to such newly established nonstandard workweek, or from a nonstandard workweek to a standard workweek, shall be given at least two (2) weeks notice of the change.

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

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

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

Section Six. The State reserves the right to establish work schedules at variance with Section One above in order to meet emergency needs such as a fuel emergency. Prior to implementing such an alternative work schedule, the State shall notify the Union. A period of thirty (30) days shall be allowed for discussion and good faith negotiation with the Union over the proposed schedule change(s). If no agreement is reached within the thirty (30) day period, the State reserves the right to implement its last proposal.

In addition, the State and the Union shall continue to cooperate in developing experimental programs to determine the feasibility of establishing alternative work schedules such as flextime. Implementation of such experimental programs shall be by mutual agreement between the State and the Union.

Implementation, evaluation and continuation of flextime programs shall be a subject for the Labor Management Committees.

Section Seven. Meal Periods. Meal periods shall be scheduled close to the middle of a shift consistent with the operating needs of the agency.

On an agency by agency basis, designees of the Employer shall meet with designees of the Union to discuss the adoption of a one-half (1/2) hour lunch period.

Section Eight. Subject to the operating needs of the agency, employees will be granted rest periods of fifteen (15) minutes in each half shift. Said rest periods shall be scheduled to meet the needs of the Employer and shall ordinarily be scheduled in the middle portion of each half shift.

Section Nine. Overtime. (a) The provisions of this Section shall be interpreted consistent with Section 5-245, except when specifically provided otherwise.

(b) The State will continue to pay overtime to eligible employees at time and one-half for hours worked over forty (40), except as provided otherwise in Section 5-245 for employees on rotating shifts and unscheduled positions and classes, and except for averaging schedules that were approved by the Personnel Commissioner or Commissioner of Administrative Services or that are approved by the Director of the Office of Labor Relations. The State shall retain its right to require overtime. Wherever possible, volunteers will be solicited before employees are assigned. Agencies will endeavor to equally distribute overtime opportunities among employees in the same classification in the same work unit who normally do the work. There shall be no payment of overtime for hours not worked.

For the purpose of computing overtime pay under the contract (and not for computing the FLSA overtime payment described in (c) below), the total number of hours worked shall be understood to include any hours for which an employee

receives his/her regular pay, such as for sick leave, personal leave, vacation time or holidays.

(c) Employees shall continue to be paid overtime consistent with this Agreement, although the parties recognize the statutory obligation that eligible employees be paid overtime in compliance with the provisions of the Federal Fair Labor Standards Act (FLSA).

After the payment of overtime in accordance with the collective bargaining agreement (see generally, this Article), an employee's additional FLSA payment, if any, shall be computed according to the rules set forth in the FLSA (29, CFR PART 778 et seq.). In determining whether said employee is eligible for FLSA overtime payment, only "hours worked" as defined in the Act, shall be counted. Furthermore, the FLSA liability shall be offset by the amount of overtime payments already paid to said employee in accordance with this agreement and existing practice, for that FLSA work period.

(d) Call Back Pay. Employees who have left work after the end of their scheduled work shift and who are called back to work shall receive a minimum of four (4) hours of overtime. The provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift.

(e) Exempt Employees. During the life of this Agreement, Section 5-245(b)(1) shall be deemed to exempt from overtime all employees being paid above the applicable rate for Grade 20, Step 10, and those unclassified positions which on June 30, 1977 were deemed exempt positions. Notwithstanding the previous sentence, employees in the following classifications shall be eligible for overtime payment upon contract implementation:

Executive Secretary 2 - Classified

Motor Vehicle Central Office Supervisor 2

Office Supervisor

Subject to the operating needs of the agency:

(1) Exempt employees who are required by the State to attend regular and recurrent evening meetings or otherwise to be called out regularly and recurrently to perform work outside the regular scheduled workweek shall be authorized to work a flexible work schedule or to receive compensatory time off; and

(2) Exempt employees who are required by the State to perform extended service outside the normal workweek to complete a project or for other State purpose shall be authorized to receive compensatory time off. In no event shall such time be deemed to accrue in any manner or be the basis for compensation on termination of employment. Employees who are consistently denied compensatory time off under subsection 1 or 2 may grieve up to but not beyond Step III of the grievance procedure.

(f) Overtime pay shall not be pyramided.

(g) When practicable, overtime checks shall be paid no later than the second payroll period following the overtime worked.

Section Ten. Shift Preference. In a work unit which has a multi-shift schedule:

(a) if there is an opening on a shift which the Employer intends to fill permanently, the Employer shall first ask for volunteers;

(b) if there are more volunteers than openings, preference will be given to the most senior employee in the same classification who has the ability to perform the specific assignment provided that a shift will not be left with a totally inexperienced crew.

No employee may exercise shift preference rights more than once a year.

Section Eleven. Ten Month Positions. A college or university may establish ten (10) month positions or may convert vacancies or existing positions to ten (10) month

schedules provided that any employee occupying such position volunteers for the reduced schedule. The period of employment for the ten (10) month positions shall commence August 15 and shall conclude June 15. No employee who currently occupies a year-round position shall be involuntarily placed in a ten (10) month schedule.

The compensation for the ten month schedules shall reflect the reduced schedule but shall be paid over the twelve month period. Should the prior provision be found to be improper under state or federal wage laws (e.g. FLSA), the compensation method shall be changed so that the ten month employees are paid over ten months and are treated as on a unpaid personal leave of absence during the nonwork summer period. In accordance with existing practice, ten month employees will be eligible for health benefits and state service credit (e.g. seniority) for the period of receiving compensation and will be granted leave accruals for the period actually worked, if different from the period of payment.

Section Twelve. An employee who is regularly assigned a State vehicle and whose job primarily involves field assignments rather than assignment to a fixed duty station shall be considered in pay status commencing with arrival at the first business call until departure from the last business call, provided, however, any travel in excess of twenty (20) miles to or from the employee's home shall be considered as time worked. The above provisions shall apply only to those occasions when the employee is reporting to a field assignment.

ARTICLE 18

TEMPORARY SERVICE IN A HIGHER CLASS

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

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

Eligibility for temporary assignment to a higher classification requires that the employee meet the minimum qualifications for the higher classification as defined in the official job specification.

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

The Commissioner of Administrative Services shall expedite requests for approval of assignments to temporary service in a higher class.

If on or after the thirty-first consecutive working day of such service, the Commissioner of Administrative Services has not approved the assignment, or in the event the Commissioner of Administrative Services disapproves the requested assignment, the employee upon request shall be reassigned to his/her former position.

If the employee does not request reassignment to his/her former position, the employee shall continue working as assigned with recourse under the appeal procedure for reclassification. The form certifying the assignment will specify the rights and obligations of the parties under this Article.

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

Section Five. Temporary assignments to higher classifications shall not be used to circumvent the merit system.

Therefore, when a temporary assignment has been made to a vacancy in a permanent position, upon approval from the Office of Policy and Management to fill the position, any permanent appointment shall be made in accordance with merit system requirements including the use of a certified list for appointments to competitive positions.

The exclusive forum for resolution of claims under this section shall be a conference with the Commissioner of Administrative Services or his/her designee.

ARTICLE 19

JOB SPECIFICATIONS

Section One. Each employee shall upon promotion or appointment and thereafter upon request be given a copy of his/her job specification. Work assignments shall be in accordance with that job specification.

Section Two. Wherever the phrase “and performs related duties as required...” appears in the job specifications for job classifications within this bargaining unit, the term “related duties” shall be interpreted to mean duties and responsibilities which could normally or reasonably be expected to be required in accordance with the overall job specification.

The functions of serving as a receptionist and/or receiving the “operator” calls from a voice mail system shall be considered as “related duties” for secretarial and clerical classifications.

Disputes regarding the appropriateness of assigned duties shall be addressed under the procedure established in Article 15A.

Section Three. The reference to Appendix B has been deleted and this section is reserved for future use.

Section Four. The State will notify the Union of any changes in the job specifications for bargaining unit classifications in order to permit the parties to negotiate the

impact, if any, of such changes and the effective date, if appropriate, of the results of such negotiations.

ARTICLE 20
CAREER LADDERS

To the extent possible, classifications in this bargaining unit shall be slotted in career ladders which have the following levels:

- 1st** Training level, limit to one (1) year
- 2nd** Positions involving routine or repetitive assignments OR entry level for positions requiring more advanced skills than at the training level
- 3rd** Working level, with advanced skills; may perform basic or minimal supervision such as assisting in training, coordination and review of work
- 4th** Working supervisor OR jobs which require equivalent specialized skill or complex work
- 5th** Supervision of a self-contained unit OR highly complex work in support of appropriate level of responsibilities
- 6th** Supervision of large office staff OR highly complex work in support of appropriate level of responsibilities

The career ladder chart shall serve as a guideline to position classification, provided, however, that the job specification shall be controlling with respect to an individual's duties and responsibilities.

The State shall continue to investigate and give further consideration to the feasibility of consolidating classes as recommended by the Union and of establishing new classes where there are gaps in the career ladder for a particular occupational area or where presently no classification exists which appropriately describes the content of the job and the overall specialized skills involved.

ARTICLE 21
CLASS REEVALUATIONS

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

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

Section Three. The submitted materials shall be reviewed by the Department of Administrative Services. When there is a determination by the DAS that there are significant enough changes in job content/working conditions to affect the evaluation of the class, the DAS will schedule a Master Evaluation Committee hearing within 60 days. This time frame may be extended for an additional 30 days by mutual agreement.

If the DAS determines that there are not significant enough changes in the job content/working conditions, the DAS will notify the agency, the Office of Labor Relations and the Union.

Section Four. The Union shall have the right to appeal the determination of the DAS to a mutually agreed upon arbitrator or permanent umpire who shall be experienced in public sector position classification and evaluation. He/she shall base his/her decision on the following criteria:

- (a) Whether there was a change in job content/working conditions of the class appealed significant enough that it would change its evaluation points.
- (b) Having found a significant enough change in job content/working conditions, the class shall be presented to the Master Evaluation Committee for evaluation.

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

ARTICLE 22
TEMPORARY, DURATIONAL, PROVISIONAL AND PERMANENT
PART-TIME EMPLOYEES

Section One. Temporary Employees. A temporary employee, as defined in Article 1, shall be covered by this Agreement after six (6) months of continuous service, except that a temporary employee may be terminated at any time by the Employer without right of appeal.

This Agreement entitles a full time temporary employee to the following fringe benefits after six (6) months of continuous service:

(1) Vacation accrued from date of hire in accordance with Article 30, use of accrued vacation, and payment of unused vacation upon termination.

(2) Sick leave accrued from date of hire in accordance with Article 31, and use of accrued sick leave.

(3) Holiday benefits in accordance with Article 29.

(4) Participation in group health insurance provided in accordance with Article 27, subject to any waiting period imposed by the insurance carrier.

(5) Group life insurance in accordance with Section 5-257, Connecticut General Statutes.

Time served as a temporary employee shall be credited toward seniority once the employee has completed a working test period in a permanent position provided that there is no break between the periods of temporary and permanent employment.

Section Two. Durational Employees. A durational employee, as defined in Article 1, shall be covered by this Agreement after six (6) months of continuous service. However, due to the nature of the durational appointment, a

durational employee cannot be guaranteed continued employment beyond the termination date of the appointment. Termination is therefore without right of appeal and a durational employee shall not have bumping rights. Also, this Section shall not be deemed as a waiver of any requirements of the merit system.

This Agreement entitles a full time durational employee to the following fringe benefits after six (6) months of continuous service:

(1) Vacation accrued from date of hire in accordance with Article 30, use of accrued vacation, and payment of unused vacation upon termination.

(2) Sick leave accrued from date of hire in accordance with Article 31, and use of accrued sick leave.

(3) Holiday benefits in accordance with Article 29.

(4) Participation in group health insurance provided in accordance with Article 27, subject to any waiting period imposed by the insurance carrier.

(5) Group life insurance in accordance with Section 5-257, Connecticut General Statutes.

(6) Personal Leave days as provided in Article 30, Section Seven for permanent employees.

Time served as a durational employee shall be credited toward seniority once the employee has completed a working test period in a permanent position provided that there is no break between the periods of durational and permanent employment.

Section Three. Provisional Employees. Provisional employees, as defined in Article 1, are subject to the requirements of the merit system in all respects, including but not limited to, certification from an examination list and completion of the working test period. Permanent appointment is contingent upon meeting all said requirements, and failure to do so will result in termination without right of appeal.

In other respects, this Agreement shall apply to a provisional employee in a permanent position from the date of appointment.

A permanent employee who is provisionally promoted shall be paid at the rate for the higher class as if promoted thereto.

Section Four. Permanent Part-Time Employees.

Permanent part-time employees will receive wages and fringe benefits on a pro-rata basis in accordance with existing practice, and shall receive pro-rata personal leave in accordance with Article 30, Section Seven.

Permanent part-time employees working under twenty (20) hours per week (excluding retired reemployed workers and unscheduled intermittent employees who work less than ten (10) hours per week) shall be eligible for all benefits currently provided to over twenty (20) hours per week permanent part-time employees except as follows:

(a) Article 14 - Order of Layoff - The terms of this provision will govern with these exceptions:

(1) Under Section Four an incumbent in a position to be eliminated will be given as much notice as possible but not less than two (2) weeks.

(2) Exercise of rights under Section Five, Bumping and Section Six, Reemployment will be limited to securing other permanent part-time under 20 hours a week positions.

(b) Article 27 - Group Health Insurance -

(1) For employees hired on or before February 13, 1985, the State shall continue in force the health insurance coverage received by such employees.

(2) For employees hired after February 13, 1985, eligibility for health insurance coverage was limited to those individuals who are regularly scheduled to work at least 17 1/2 hours per week.

(3) Effective with the 1996 implementation of the 1994-99 contract, the specified minimum number of hours for health benefits (i.e. 50% of the full-time standard workweek) was increased in accordance with the increased workweek. Therefore, as of July 1, 1998, eligibility for health benefits is limited to those employees who are regularly scheduled to work at least 20 hours per week. In the event that a less than 20 hour per week employee's work schedule, averaged over four successive calendar months, equals or exceeds 20 hours per week, such employee shall be eligible to commence health benefits. In the event that the work schedule of any employee falls below 20 hours per week, averaged over four successive calendar months, health benefits will be terminated.

The parties agreed that the increase in the minimum eligible hours from 17.5 hours to 20 hours would not disqualify a part-time employee receiving health insurance benefits as of January 1, 1996 whose work schedule had not otherwise been changed.

(c) It is further understood that access to benefits and privileges under the contract will not result in a loss of work time except in emergency situations. This understanding does not pertain to sick or vacation leave usage or absence from work during an approved leave of absence.

ARTICLE 23

NOTICE OF OPENINGS AND PROMOTIONAL OPPORTUNITIES

Copies of all examination announcements shall be provided to the Union and posted on bulletin boards which are normally used for such announcements. If examination announcements are not received by an agency or are posted late, requests for late application for admission to the examination will be sympathetically considered.

Prior to or concurrent with any outside recruiting efforts, the agency will post a notice of the vacancy at the facility where the vacancy exists. In addition, agencies will be

encouraged to post and distribute such notices of vacancies in other locations. A copy of each notice shall be mailed to the Union's central office.

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

ARTICLE 24 PAYCHECK DISTRIBUTION

When paychecks are available and sorted at the facility or work location, every effort will be made to distribute them on Thursday after 3:00 p.m.

Where checks are not currently distributed on Thursdays, the Union shall meet with the appropriate management official to discuss the feasibility of new methods of distribution.

ARTICLE 25 WORKERS' COMPENSATION

Section One. The State will continue to provide benefits and coverage pursuant to Sections 5-142(a) and (b) of the Connecticut General Statutes (1981).

Section Two. Workers' Compensation Coverage and Payments. Where an employee has become temporarily totally disabled as a result of illness or injury caused directly by his/her employment, or sustained in the course of his/her employment, said employee may, pending final determination as to the employee's eligibility to receive workers' compensation benefits, charge said period of absences to existing leave accounts. Where a determination is made supporting the employee's claim, State authorities shall take appropriate steps to rectify payroll and leave records in accordance with said determination. Upon final and non-appealable decision by appropriate State authority that an

employee is entitled to receive workers' compensation benefits, said employee shall receive his/her first payment no later than four (4) weeks following such determination. Accrued leave time may be used to supplement workers' compensation payments up to but not beyond the regular salary.

Section Three. Section 5-142, paragraph (a) of the General Statutes shall prevail in determining the eligibility of employees of this bargaining unit for the extended workers' compensation benefits as described in that law. Section 5-142(a) is applicable to an administrative-clerical employee who is:

(1) performing his/her regular duties;

(2) working in one of the following agencies or institutions: the division of state police within the department of public safety, any correctional institution, any institution or facility of the department of mental health giving care and treatment to persons afflicted with a mental disorder or disease, any institution for the care and treatment of persons afflicted with any mental defect, or the division of criminal justice;

(3) injured while attending or restraining an inmate of an institution or is assaulted by a patient or inmate, provided that the injury or assault occurs in the course of the administrative-clerical employee's regular employment.

ARTICLE 26 COMPENSATION

Section One. Effective the pay period including July 1, 2006, the base annual salary of all employees shall be increased by three percent (3%).

Effective the pay period including July 1, 2007, the base annual salary of all employees shall be increased by three percent (3%).

Effective the pay period including July 1, 2008, the base annual salary of all employees shall be increased by three percent (3%).

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

Employees hired between January 1 and June 30 of any year shall receive their first annual increment in the January next following date of hire. Employees hired between July 1 and December 31 of any year shall receive their first annual increment in the second next January following date of hire.

Effective July 1, 2006, employees at the maximum step of the salary plan shall be eligible for a lump sum payment of seven hundred and fifty dollars (\$750). The payment shall be made as of the date the increment would have applied (e.g. January 1 or July 1) and may be denied for a "less than good" rating.

Section Three. Employees shall continue to be eligible for longevity payments for the life of the contract in accordance with existing practice. The longevity schedule in effect on June 30, 2002 shall remain unchanged in dollar amounts for the life of this Agreement and is appended hereto.

Section Four. Night Shift Differential. The existing rules and regulation for night shift differential shall continue in force for the life of the contract except as may be modified by the contract. Eligible employees whose assigned work shift begins after 2:00 p.m. and before 6:00 a.m. or whose assigned shift is more than 10 hours of work time shall be entitled to a night shift differential. The shift differential will be paid for hours worked but not for vacation, sick leave or other paid leave. The shift differential shall apply to employees regularly assigned to qualifying shifts and shall not apply to additional hours of work which may extend into such shifts and/or which are not part of such shifts (e.g. overtime work which occurs after 2:00 p.m. or which extends the workday to more than 10 hours). Employees whose salary grade is Salary Group 19 or below shall be eligible for the shift differential payment. The rate for night shift differential shall be sixty-five cents (\$0.65) per hour. Effective at the start of the first pay period following

thirty (30) days after legislative approval, the rate for night shift differential shall be increased to seventy cents (\$0.70) per hour. Effective July 1, 2004, the rate for night shift differential shall be increased to seventy-five cents (\$0.75) per hour.

Section Five. Weekend Differential. (a) For the purposes of this Article, a weekend is defined as the forty-eight (48) hour period beginning at 11:00 p.m. on Friday night and ending at 11:00 p.m. on Sunday night.

(b) Weekend differential shall be paid for working a full shift with a majority of shift hours falling on the weekend.

(c) Weekend differential shall be paid only for employees working in seven (7) day operations and only for hours worked and not while such an employee is on leave of any nature.

(d) Effective the pay period including July 1, 2008, bargaining unit members working schedules at the Department of Motor Vehicles that include Saturday hours of 8 a.m. – 1 p.m. shall be eligible for weekend differential at the rate established in this section.

(e) The rate for weekend differential shall be forty cents (\$0.40) per hour.

Section Six. Objective Job Evaluation. The terms and conditions concerning Objective Job Evaluation are negotiated separately by the State and the Unions. All provisions concerning Objective Job Evaluation are governed by the separate agreement of the parties on that subject.

For ease of reference, the applicable sections of that agreement are reprinted in this contract booklet as Appendix G.

Section Seven. Overpayments. When the employer determines that an employee has been overpaid, it shall notify the employee of this and the reason therefor. The employer shall arrange to recover such overpayment from the employee over the same period unless the employer and employee agree to some other arrangements. (For Example: An employee who has been overpaid by \$5.00 per pay period for six months shall

refund the employer at the rate of \$5.00 per pay period over six months.)

In the event the employee contests whether or how much he/she was actually overpaid, the employer shall not institute the above refund procedure until the appeal is finally resolved through the grievance procedure.

Section Eight. Emergency Medical Technician. On or about December 1 of each contract year, the State shall pay a four hundred dollar (\$400) annual skill premium to each employee who is certified as an Emergency Medical Technician, and who has volunteered and been designated by the agency to provide such services at his/her work location during the prior contract year.

Section Nine. The rates of additional compensation provided to eligible clerical employees for performing sign language interpreting assignments (Item 456-Q) or performing Spanish interpreting assignments (Item 442-Q) shall be revised to reflect the salary groups and rates as of January 1, 1996 and shall be implemented effective on the start of the pay period that includes June 1, 1996.

Section Ten. (a) The hourly pay differential which was established for certain designated job assignments or working conditions in the Departments of Correction, Health Services, and Public Safety and the UConn Health Center shall continue under the criteria and standards for payment established in the prior agreements. The hourly pay differential rate shall be fifty-five cents (\$0.55) per hour. Effective the pay period including July 1, 2007 the differential shall be sixty (\$.60) cents per hour. Effective the pay period including July 1, 2008 the differential shall be sixty five (\$.65) cents per hour.

Notwithstanding the above provision, the pay differential for employees in the Department of Correction or the UConn Health Center units serving correctional inmates shall apply to those NP-3 employees who work every work day inside facilities of the Department of Correction which house incarcerated inmates, including the correctional managed

health care units of the UCONN Health Center. The differential would not apply to clerical employees at other DOC locations, e.g. central office, community locations, district offices or other offices which are not located inside correctional incarceration facilities. The four Inventory Unit employees who generally spend 80% of their workdays inside correctional incarceration facilities will continue to receive the differential.

Section Eleven. Travel Reimbursements. (a) An employee who is required to use his/her personal vehicle in the performance of duty shall be paid at the rate of forty four and one-half cents (\$.445) per mile. The rate per mile shall be readjusted within thirty (30) days of readjustment by the US General Services Administration.

Each employee required by the Employer to use a personally owned motor vehicle for official State business shall produce an insurance policy for review by the Employer showing that the vehicle to be used is insured in at least the following amounts: (a) \$50,000/100,000 liability and \$5,000 property damage; (b) \$100,000 minimum for liability for bodily injury and property damage.

(b) An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position shall be reimbursed for meals, lodging and miscellaneous expenses authorized in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services. Advance approval must be obtained, except in emergencies.

The maximum meal reimbursement rates shall be as follows:

Breakfast	\$ 6.00
Lunch	\$ 8.00
Dinner	\$18.00

(c) Any employee who regularly travels on State business and is required to make long-distance telephone calls from non-state facilities shall be provided with a credit card number for charging business calls to his/her agency.

Section 12. Lottery Incentive Compensation. The State shall continue its existing practice of providing, at its discretion, entrepreneurial incentives to designated State Lottery employees.

The following provision shall apply to those Lottery employees who elected to switch from the standard compensation plan to the incentive pay plan prior to January 1, 1997. After the Connecticut Lottery Corporation announces its revised incentive plan, these employees will have a thirty day period to elect to return to the standard compensation plan (i.e. ten step plan). This shall be a one-time opportunity and the employees who choose the standard plan will not be allowed to change to the incentive pay plan in the future except with the permission of the CLC. During the thirty day period, the State and the Union will meet to discuss the proper step placement on the standard plan for any employees who decide to change to the standard compensation plan.

Section Thirteen. On-call/Standby Pay. For those employees who are, by managerial direction, obligated to (1) be available for service, (2) standby for a call, or (3) carry a response device to provide immediate response or coverage, the sum of \$1 per hour shall be paid for each hour so assigned. Notwithstanding the duration of any on-call/standby assignment, such compensation shall not exceed \$100.00 per employee per week.

ARTICLE 27

GROUP HEALTH INSURANCE

The terms and conditions of employee health insurance benefits are negotiated separately by the State and the Unions. All provisions concerning health insurance benefits are governed by the separate agreement of the parties on that subject.

**ARTICLE 27 A
RETIREMENT**

The terms and conditions of employee retirement benefits are negotiated separately by the State and the Unions. All provisions concerning retirement are governed by the separate agreement of the parties on that subject.

**ARTICLE 28
PREGNANCY, MATERNAL, PARENTAL AND FAMILY LEAVE**

Section One. Health insurance coverage for disabilities resulting from or contributed to by pregnancy shall be available consistent with the requirements of applicable law.

Section Two. Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion, childbirth or maternity, defined as that period of time, as certified by the attending physician, in which an employee is unable to perform the requirements of her job, will be charged to any accrued sick leave and may be charged to any other accrued leave upon the exhaustion of accrued sick leave.

After the period of paid leave, an employee who remains disabled may request a medical leave of absence to the extent provided by existing statutes and regulations, as they may be amended.

Section Three. Up to three (3) days of paid leave, deducted from sick leave, will be provided to a spouse in connection with the birth, adoption or taking custody of child, or the prenatal or postnatal care of a spouse. Vacation or personal leave may also be used for such purposes, subject to the approval of the appropriate agency official.

Section Four. Parental and Family Leave. Parental leave and family leave shall be governed by CGS Section 5-248a (and any amendments) and the appurtenant regulations.

An employee who is granted a statutory non-disability leave may request and shall be granted the financial benefits of

accrued vacation leave, personal leave and/or compensatory time during the period of statutory leave; however, such time, if taken during the period of statutory leave, shall not be utilized to extend the same leave for a period in excess of that described in the request for such leave or the statutory maximum.

Holidays which occur during the period covered by the leave provisions of CGS Sec. 5-248a shall not be compensated unless the employee is concurrently utilizing paid vacation, compensatory time or personal leave as may be permitted above and consistent with current practice.

ARTICLE 29 HOLIDAYS

Section One. For the purposes of this Article, holidays are as follows: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day. If a holiday falls on Saturday or Sunday, it shall be considered celebrated on the day off granted in lieu thereof.

For employees at the Department of Motor Vehicles branch offices, DMV shall continue the existing practices regarding work schedules in the weeks when the above listed holidays fall on a Monday or Thursday.

Section Two. Unless superseded in this Article, the provisions of Section 5-254 and the appurtenant regulations shall continue in force.

Section Three. Premium Holidays. (a) Premium holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Effective upon contract implementation, in continuous operations, New Year's Day, Independence Day and Christmas shall be celebrated on January 1, July 4 and December 25 respectively, even if these holidays fall on Saturday or Sunday.

(b) An employee who is required to work on a premium holiday shall be paid at the rate of time and one-half for all hours actually worked on the premium holiday. In addition, the employee shall receive either: a compensatory day off OR his/her regular daily rate of pay in lieu of the compensatory day. In deciding whether to grant the compensatory day or pay the employee, the Employer shall take into account the desires of the employee.

(c) For purposes of this Article, premium pay shall be made for those shifts where the majority of hours fall on the premium holiday. In no event will a facility be required to make payment for more than a twenty-four (24) hour period.

Section Four. Non-Premium Holidays. (a) Non-premium holidays are those not designated as premium holidays.

(b) A full-time employee who is required to work on a non-premium holiday as part of his/her regular schedule shall receive his/her regular pay for the day worked and shall receive a compensatory day off in lieu of the holiday. In such event, the Employer may pay the employee his/her regular daily rate of pay in lieu of the compensatory day. In making the determination, the Employer shall take into account the desires of the employee.

(c) At higher educational institutions or other agencies that designate a nonpremium holiday as a regularly scheduled work day, employees would be required to work on said day and would receive a compensatory day off in lieu thereof. The agency may designate another work day as the compensatory day off provided that the day is common for all affected bargaining unit employees and that the Union and the Agency agree on the common date.

Section Five. Overtime - Call-in on a Holiday. (a) Each full-time permanent employee whose job does not require him/her to work on a holiday shall ordinarily receive the

holiday off and shall receive his/her regular week's pay for the week in which the holiday falls. When such employee is required to work on a holiday, he/she shall receive overtime pay at the applicable rate for the hours worked on the holiday, in addition to the regular holiday pay for the day.

(b) Each full-time permanent employee whose job requires him/her to work on a holiday and who is called in or required to work on a holiday falling on a regular scheduled day off shall receive overtime pay at the applicable rate in addition to the compensatory day off in lieu of such holiday.

(c) When a full-time employee is pre-scheduled to work a portion of his/her regular schedule on a holiday, the employee shall receive the day of holiday pay and shall receive compensatory time or overtime pay at the applicable rate for the hours worked on the holiday. In deciding whether to grant compensatory time or pay to the employee, the employer shall take into account the desires of the employee.

Section Six. Part-Time Employees. (a) A part-time employee shall receive holiday pay when a holiday falls on his/her regular workday and he/she shall be paid for the hours normally scheduled on that day, up to a maximum of eight (8) hours.

For part-time employees in the Department of Motor Vehicles, the eligibility for holiday pay shall be based upon the workday and/or portion of the workday that is designated by the DMV as the celebrated holiday for the full-time employees.

A part-time employee who is normally scheduled to work certain days of the week shall not have his/her scheduled work days changed during weeks containing holidays in order to avoid the payment of holiday pay.

(b) A part-time employee required to work on a holiday shall receive compensatory time for the hours worked on the holiday, in addition to any holiday pay to which he/she may be entitled.

ARTICLE 30
VACATIONS AND PERSONAL LEAVE

Section One. Seniority as defined in Article 13, Section Seven, including war service as provided in Article 13, shall be used to determine years of service for vacation accrual eligibility.

Section Two. Employees who were on the State payroll as of June 30, 1977 shall accrue one and one-quarter (1-1/4) vacation days or the equivalent per month, except that employees who have completed twenty (20) years of service shall earn paid vacation credits at the rate of one and two-thirds (1-2/3) work days or the equivalent for each completed calendar month of service. For employees hired on or after 7/1/77, the following vacation leave shall apply:

zero to five (0-5) years, one (1) day per month;

over five (5) and under twenty (20) years, one and one-quarter (1-1/4) days per month;

over twenty (20) years, one and two thirds (1-2/3) days per month.

Section Three. (a) Each employee shall accrue vacation for each completed calendar month of continuous service, provided that:

(1) such leave starts to accrue on the first working day of the calendar month and is credited to the eligible employee on the completion of the calendar month;

(2) an eligible employee on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance leave records. For such employees, the accrual rate will be based on the number of calendar years of service;

(3) vacation leave shall not accrue for any calendar month in which the employee is on leave of absence without pay an aggregate of more than five (5) working days;

(4) vacation leave shall accrue for the first twelve months in which an employee is receiving compensation benefits in accordance with Section 5-142 or 5-143 of the General Statutes.

(b) An employee shall be eligible to use accrued vacation upon completion of six (6) calendar months of continuous service, subject to the approval of his/her appointing authority.

(c) A holiday or a day granted by statute in lieu thereof occurring during the vacation of an employee shall be recorded as a holiday, and not as a day of vacation. When a full day off is granted by act of the Governor, an employee on vacation shall not have the day charged as vacation.

(d) Any employee who has completed six (6) months of continuous service and who leaves State service shall receive a lump sum payment for accrued vacation.

(e) Employees are encouraged to use vacation credits in full days, but may use them in minimum units of one (1) hour.

Section Four. No employee will carry over more than ten (10) days of vacation leave to the next year, provided however, that in exceptional circumstances agency permission may be granted to carry over more than ten (10) days. Such permission shall not be unreasonably denied.

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

Section Five. In the event that more employees request the same vacation time off than can be reasonably spared for operating reasons, vacation time off will be granted based upon seniority as defined in Article 13.

Once vacation schedules are posted, or a vacation is approved, there will be no bumping on the basis of seniority. The Employer will not change scheduled vacations except in the case of emergency.

Section Six. Advance Vacation Pay. Upon written request to the agency, no later than four (4) weeks prior to the commencement of a scheduled vacation period, an employee shall receive such earned and accrued pay for vacation time as he/she may request, such payment to be made prior to the commencement of the employee's vacation period. Such advance shall be for the period of not less than one (1) pay week.

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

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

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

ARTICLE 31 SICK LEAVE

Section One. Each employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) days or the equivalent per completed calendar month of continuous full-time service, including authorized leave with pay, provided that:

(1) such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee on the completion of the calendar month;

(2) an eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records;

(3) no such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than five (5) working days;

(4) sick leave shall accrue for the first twelve months in which an employee is receiving compensation benefits in accordance with Section 5-142 or 5-143 of the General Statutes.

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

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

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

(b) in the event of death in the immediate family when as much as three (3) working days leave with pay shall be granted. Immediate family means husband, wife, civil union partner as provided in Public Act 05-10, father, mother, sister, brother, or child, and also any relative who is domiciled in the employee's household;

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

immediate family for this subsection only shall include grandparents;

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

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

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

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

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

- (1) the employee provides a statement from the physician that the treatment program is required and indicating the expected number of visits
- (2) advance notice of the appointments is given to the employee's supervisor.

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

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

For the purpose of preparing service ratings, the number of sick time occasions shall not be considered in isolation; rather, the entire attendance record shall be considered, including those factors specified in (b) above.

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

(1) any period of absence consisting of more than five consecutive working days;

(2) to support request for sick leave of any duration during annual vacation;

(3) leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified that a certificate will be required;

(4) leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

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

Section Six. Advance and Extended Sick Leave. (a) No sick leave in excess of the leave accumulated to the employee's credit may be granted by the appointing authority unless approved by the Commissioner of Administrative Services or designee. Such authorization shall be granted only in cases involving extended periods of illness or injury. In requesting an advance of sick leave, the appointing authority shall submit the following facts for the consideration of the Commissioner or designee:

(1) the length of state service of the employee

(2) the classification of the employee

(3) the sick leave record of the employee for the current and for the four preceding calendar years

(4) a medical certificate which shall be on the prescribed form and which shall include the nature of the illness, the prognosis, and the probable date when the employee will return to work.

(b) No advance of sick leave may be authorized unless the employee shall have first exhausted all accrual to his/her credit for sick leave, personal leave, earned lieu time and vacation leave, including current accruals. No advance of sick leave may be granted unless an employee has completed at least five (5) years of full-time work service. If approved, such extension shall be on the basis of one (1) day at full pay for each completed year of full-time work service. In no case shall advanced sick leave exceed thirty (30) days at full pay.

(c) Any such advanced sick leave as may be granted by the Commissioner of Administrative Services or designee shall be repaid by a charge against such sick leave as the employee may subsequently accrue. Upon the employee's return to duty, one-half of the employee's monthly sick leave accrual shall be deducted for the re-payment of the advanced sick leave, i.e. if an employee would otherwise accrue ten (10) hours of sick leave for a month, the employee shall be granted five (5) hours of sick leave and the other five (5) hours shall be applied to the amount of advanced sick leave owed.

(d) An employee who has at least (20) years of state service and who has exhausted his/her sick leave and his/her advance of sick leave may be granted extended sick leave with half pay for thirty (30) days upon the appointing authority's request and subject to approval by the Commissioner of Administrative Services or designee. Any such extended sick leave shall be repaid by the same method used for the repayment of advanced sick leave (i.e. one-half of the employee's monthly accrual), commencing as soon as the advanced sick leave has been repaid.

Section Seven. Miscellaneous. (a) If an employee is sick while on vacation leave, the time shall be charged against accrued sick leave if supported by a medical certificate filed with the appointing authority.

(b) A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave. When a full day off is granted by the act of the Governor, an employee on sick leave shall not be charged as being on sick leave.

(c) An employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to State service on a permanent basis from a reemployment list within three years.

(d) An employee who has resigned from State service in good standing and who is reemployed within one (1) year from the effective date of his/her resignation shall retain sick leave accrued to his/her credit as of the effective date of his/her resignation.

Section Eight. All agency rules and policies on sick leave for employees of this bargaining unit shall be consistent with this Article.

Section Nine. Upon death of an employee who has completed 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.

Upon retirement of an employee under Chapter 66, Connecticut General Statutes, the Employer shall pay to the employee 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.

Section Ten. Donation of Vacation Leave. This is to confirm the parties' understanding reached in negotiations that from time-to-time, on an as needed basis, bargaining unit members may donate their accrued vacation and/or personal

leave to a fellow bargaining unit member who is suffering from a long term or terminal illness or disability and who has at least six (6) months of State service and has achieved permanent status and has exhausted his/her own accrued paid time off. Such donation may occur between different employing agencies.

Said benefit shall be subject to review and approval by the Director of the Office of Labor Relations and shall be applied in accordance with uniform guidelines as may be developed by such Director. As provided in those guidelines, the donation shall be made only in minimum units of one day (or the equivalent hours), which shall be the length of the standard work day (e.g. 8 hours).

ARTICLE 32

SAFETY AND HEALTH

Section One. The Employer shall provide a work place free from unsafe or unhealthy conditions. The Employer shall make every effort to make repairs or to adjust unsafe or unhealthy working conditions as soon as possible after such conditions are reported.

There shall be an ongoing cleaning program at all facilities. There shall also be programs of pest control as needed and in accordance with guidelines issued by the Commissioner of Public Health.

Section Two. Employees shall perform their duties in a safe manner and shall comply with the Employer's safety rules and accident prevention measures. Unsafe conditions or actions shall be reported to the Employer promptly.

Section Three. No employee shall be required to perform work under unsafe or unhealthy conditions; provided, however, that an employee must follow the rule "work now, grieve later" unless there is imminent danger to the employee's physical well-being.

Section Four. When mechanical failures result in temperature extremes, the Employer will make reasonable

efforts to accommodate affected employees, which may involve reassigning employees to other work locations, adjusting work assignments or other measures.

Employees with physical limitations requiring special consideration under extreme temperature conditions must notify appropriate supervisory personnel with appropriate documentation so that information will be available in deciding work assignments.

ARTICLE 33 INDEMNIFICATION

Section One. The State shall continue to indemnify an employee for damage or injury, not wanton or willful, caused in the performance of his/her duties and within the scope of his/her employment as provided by Section 5-141d., Connecticut General Statutes.

Section Two. The State shall provide counsel to an employee who is sued for malpractice, provided that the employee was acting within the scope of his/her employment and was not acting in a willful or wanton manner.

Disputes over the State's obligations to provide counsel under this Section shall be subject to expedited arbitration. In deciding questions of whether an employee was acting within the scope of his/her employment or in a willful or wanton manner, the arbitrator shall give due weight to the remedial purpose of the indemnification statutes.

ARTICLE 34 TRANSFERS

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

(a) Permanent and temporary transfers within an agency may be made with the approval of the Commissioner of Administrative Services either by the appointing authority for the good of the service or by request of the employee with the

approval of the appointing authority. Such transfers shall be made with the consent of the affected employee(s) or in accordance with Section Five.

(b) Permanent transfer of any employee from one organizational unit to another in the same agency may be made if the position to which transfer is made shall be in the same or in a lower salary range and shall have requirements as to knowledge, skill, ability, experience and training substantially the same as the occupied position.

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

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

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

(a) Permanent transfer of an employee from one agency to another may be made provided the position to which transfer is made shall be in the same or in a lower salary range and shall have requirements as to knowledge, skill, ability, experience, and training substantially the same as the occupied position.

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

14 of this Agreement. Other interagency transfers shall be made with the consent of the affected employee(s) or in accordance with Section 5.

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

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

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

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

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

Section Three. An employee who wishes to transfer to another agency shall make application directly to that agency. The agency shall maintain an application for one (1) year and when a vacancy occurs, shall consider applicants in appropriate classifications. The practice of maintaining centralized transfer lists shall be discontinued.

Upon transfer, an employee shall be required to serve a probationary period of six (6) calendar weeks. A permanent employee who transfers to another agency and whose

performance during the six (6) calendar week probationary period is not satisfactory to the new agency shall be returned to his/her former position, or if his/her position is filled, to a comparable position in the same facility, with the same pay and without any loss of any benefits or seniority rights; but failure of this probationary period shall not be subject to the grievance and arbitration provisions of this Agreement.

An employee who has only partially completed a working test period in his/her former position and transfers to another agency shall serve the balance or at least six (6) calendar weeks in the agency to which transferred.

The transfer probationary period may be extended by mutual agreement of the agency and the Union up to a maximum of six (6) additional weeks. In such cases, the agency will notify the employee's former agency of the extension.

Section Four. Leave Accruals and Salary Upon Transfer. Any employee transferred shall carry over all unused sick leave, personal leave, earned lieu time and vacation accruals to his/her credit, and the time spent in his/her former position shall be counted towards the completion of time requirements for the purpose of salary increases.

Rate of Pay. An employee transferred to a position in the same salary group shall continue to receive when transferred his/her existing rate of pay.

When an employee, at his/her own request, accepts a transfer to a position in a lower salary range, he/she shall be paid at that lower rate of pay which he/she would have arrived at had he/she been serving in the lower instead of in the higher position.

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

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

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

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

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

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

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

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

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

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

Section Six. Nothing in this Article shall prevent the Employer from reassigning an employee from one functional unit of a work location to another functional unit of that work location, on either a temporary or a permanent basis, provided that the Employer shall provide the employee with two (2) weeks written notice of a permanent reassignment and, upon the employee's request, meet to discuss the reassignment.

A "work location" shall be defined as a facility or campus of an agency.

A permanent reassignment is one which the Employer expects, at the time of reassignment, to exceed six (6) months.

Before filling a position left vacant by an employee who was permanently reassigned, management shall give due consideration to the employee's request to return to the original assignment. However, management's decision shall be final and not grievable or arbitrable.

Section Seven. Dual Assignments. The selection of an employee to be assigned to work at two work locations of an agency shall be made in accordance with Section Five. For employees who are assigned to multiple work locations, the employee's official work site shall be the work location 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 two work locations during the work day and for the additional mileage for reporting to the secondary work location (i.e. mileage in excess of that necessary for reporting to the official work site.)

Section Eight. The Union and the Employer recognize that there are situations when a change in work surroundings of a particular employee is in the best interest of all parties. Where such situations are present, the Agency or the Union shall apprise the other. With the agreement of the Council 4

Representative and the Agency Human Resources official, the transfer will be permitted.

ARTICLE 35
EMPLOYEE PRODUCTIVITY

Section One. Employees will continue to perform their duties and responsibilities to the best of their ability.

Section Two. Employees shall continue to treat members of the general public in a business-like and courteous manner and shall perform in such a manner as to improve and upgrade the public image of state service.

ARTICLE 36
LABOR MANAGEMENT COMMITTEES

Section One. It is understood that certain subjects of mutual concern shall be considered appropriate for ongoing discussion by representatives of both the State and the Union.

These subjects include, but are not limited to, the following: training, parking, flex-time, career ladders, day care, video display terminals, workplace violence prevention and abuse and/or excessive use of sick leave.

Section Two. There shall be a statewide Labor Management Committee consisting of not more than eight (8) members each from the State and the Union. This committee shall meet quarterly upon request. Agendas shall be exchanged at least one (1) week in advance.

Effective July 1, 2006, a fund of seventy-five thousand (\$75,000) dollars shall be established for the term of the agreement. Upon mutual agreement of the State and the Union, funds may be allocated from this amount to address such issues as day care, course privileges, stress reduction, abuse and/or excessive use of sick leave, and issues concerning Video Display Terminals. Any requests for funding which are submitted and approved within the final six (6) months of this Agreement may be paid, with any remaining available funds, up to three (3) months following expiration of this Agreement.

Section Three. There shall be agency-wide Labor Management Committees consisting of not more than five (5) members each from the State and the Union. These committees shall meet to discuss items referred by the statewide Labor Management Committee. These committees shall also discuss items of mutual concern. The committees shall meet upon request of either party for a reasonable number of meetings.

In addition a Labor Management Committee may by mutual agreement be formed at a region/district, institution or facility level to consider issues as outlined in this section. Such a committee shall consist of not more than three (3) members each from the State and Union.

Section Four. Employees shall be granted time off with pay for the purpose of going to, attending, and returning from Labor Management Committee meetings.

Section Five. Labor Management Committees shall not have the authority to negotiate additions to, subtractions from, or other modifications of this Agreement.

ARTICLE 37

CIVIL LEAVE, JURY DUTY AND MILITARY LEAVE

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

(b) If a court appearance (not jury duty) is required as part of the employee's assignment, time spent shall be considered as time worked. If the appearance requires the employee's presence beyond his/her normal work day, all time beyond the normal work day shall be paid in accordance with Article 17.

Section Two. Jury Duty. An employee who is called to serve as a juror will receive his/her regular pay less pay

received as a juror for each work day while on jury duty. This provision shall not apply to “on call” jury time when the employee is able to be at work.

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

Time off for jury duty shall be arranged as follows:

(1) If the employee is scheduled to work the day shift, evening or second shift, he/she shall be off on the shift occurring on the same day as the jury duty.

(2) If the employee is scheduled to work the night or third shift, he/she shall be off on the shift immediately prior to jury duty.

If the jury duty is cancelled in advance or if the jury is not scheduled to report for certain days during a trial, the employee will report to work as scheduled.

If the employee is released from jury duty after serving less than the employee’s full workday, the employee shall return to work for the rest of the workday if at least 1/4 of the employee’s work day would be remaining after consideration of reasonable travel time to the work location. In such cases, the employee would have the option of contacting his/her supervisor and charging the remaining time to accrued leave, not including sick leave.

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

Section Three. Military Leave. The present military leave policy shall remain in force, except that paid leave for military call-ups shall be limited to emergencies.

ARTICLE 38
MISCELLANEOUS

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

Section Two. Except where varied in this Agreement, the State will continue in force its written rules and regulations with reference to: **(a)** eligibility for meals or reimbursement therefor; **(b)** leave of absence.

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

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

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

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

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

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

Section Six. State Examinations. Employees shall be allowed time off with pay and without loss of earned leave time for the purpose of taking State merit system examinations at the appropriate center, provided due notice is given to the appointing authority. Time off with pay shall also be allowed when an employee is scheduled for a job interview as a result of being certified from a merit system list to another agency, provided due notice is given to the appointing authority.

Section Seven. Damage to Personal Property. The Employer will process as expeditiously as possible claims for the payment of the cost of replacement or repair of property or prosthesis of an employee when such items are lost or damaged in the line of duty without fault of the employee.

Section Eight. Field Clerks. Employees designated as field clerks shall, except in temporary or emergency situations, be assigned to a specific location. In temporary or emergency situations, when the employee is required to travel a distance greater than that from his/her home to the permanent duty station, the employee shall be reimbursed for the additional mileage, and the additional time spent in travel shall be considered time worked. The Employer may provide a State vehicle or transportation in lieu of mileage reimbursement.

Section Nine. The reference to Appendix C has been deleted and this section is reserved for future use.

Section Ten. Staffing. The Employer agrees that during the term of this Agreement, it shall notify the Union within a reasonable time period of its intent to downgrade, red-circle, reclassify or eliminate a bargaining unit position.

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

Section Twelve. Leave Time Accrual. (a) The State reserves the right to maintain records of leave accrual and use on the basis of either days or hours.

(b) Employees are encouraged to use vacation credits in full days, but may use them in minimum units of one (1) hour. In addition, employees shall be permitted to take time for medical or dental appointments in hourly units.

(c) For those agencies which keep records of leave accrual and use on the basis of days, when use of leave time is permitted in hourly increments, conversion shall be based on one day equals eight hours.

(d) Use of leave time in hours shall not be used so as to routinely shorten the normal work day over a significant period of time.

Section Thirteen. Lateness Due to Inclement Weather or Hazardous Driving Conditions. When an employee is late for work due to inclement weather or hazardous driving conditions, the employee shall not be charged for such lateness provided that he/she arrives at work within an hour of the start of the shift.

In exceptional situations, up to 2 1/2 hours may be excused without charge to the employee's leave balances if the severity of conditions so warrants. In assessing whether or not to excuse lateness in excess of an hour, consideration will be given to the time the employee arrives at work when compared to other employees traveling to work under similar circumstances.

Failure to excuse lateness of up to 2 1/2 hours shall be subject to the grievance and arbitration provisions of this Agreement. In any arbitration of a dispute under this Section, unless the Employer can be shown to have acted arbitrarily and capriciously, the arbitration shall give substantial weight to the judgment of the Employer.

This Section shall not apply if the employee fails to report to work.

Section Fourteen. Picnics and Christmas Parties. If an agency or the Union sponsors a summer picnic and/or winter holiday party, employees shall be released for up to one-half day to attend one picnic and/or one party. In no case shall employees be released for more than the time of the event and employees who do not attend shall not be entitled to compensatory time. Employees shall continue to cooperate in providing office coverage during such events, and responsibility for such coverage shall be equitably distributed.

Section Fifteen. Meals and Housing.

(a) Meals. The rates charged to employees for meals shall be as follows:

Breakfast	\$ 3.00
Lunch	\$ 5.00
Dinner	\$ 5.00

The State expressly reserves the right to provide or not to provide meals to any employee who is not in "loco parentis" status and to terminate such services with sixty (60) days notice.

(b) Housing. The State shall have the right to establish rental rates for employees in State-owned housing. Such rental rates shall be based upon appraisals conducted by or for the State which will establish fair market values for the properties.

The rental values established by the State for employee housing shall not be subject to the grievance or arbitration procedure.

The State expressly reserves the right to provide or not provide State-owned housing to any employee, including the selection among applicants and the termination of occupancy in accordance with the Regulation on Assignment and Termination of State Housing as they may be amended from time to time.

The Employer shall not remove an employee from housing or refuse to consider an application for housing as a

form of discipline for matters unrelated to housing, but this provision shall not restrict the Employer's right to remove from housing an employee whose employment is terminated.

Section Sixteen. Past Practices. Any change in or discontinuation of an unwritten past practice concerning wages, hours or other conditions of employment not covered by this Agreement shall be subject to a test of reasonableness. The questions of:

(a) whether or not there is in fact a valid, current past practice in effect, and

(b) the reasonableness of the change or discontinuation may be submitted to arbitration in accordance with the provisions of Article 15 (Grievance Procedure).

ARTICLE 39 SAVINGS CLAUSE

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

ARTICLE 40 LEGISLATIVE ACTION

The cost items contained in this Agreement and the provisions of this Agreement which supersede preexisting statutes shall not become effective unless or until legislative approval has been granted pursuant to Section 5-278, Connecticut General Statutes or as otherwise provided by said Section. The State Employer shall request such approval as provided in Section 5-278. If the legislature rejects such request as a whole, the parties shall return to the bargaining table.

ARTICLE 41
SUPERSEDEENCE

The inclusion of language in this Agreement concerning matters formerly governed by law, regulation, or policy directive shall not be deemed a preemption of the entire subject matter. Accordingly, statutes, rules, regulations, and administrative directives or orders shall not be construed to be superseded by any provision of this Agreement except as provided in the Supersedence Appendix to this Agreement or where, by necessary implication, no other construction is tenable.

ARTICLE 42
DURATION

This Agreement shall be effective July 1, 2006 and shall expire on June 30, 2009.

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

The provisions of CGS 5-270 et seq. and the regulations thereto notwithstanding, the next window period for this bargaining unit shall be no earlier than August 2008.

MEMORANDUM OF UNDERSTANDING
PROCEDURAL DEADLINES OR NOTICE REQUIREMENTS

The parties have agreed that the inclusion of procedural deadlines or notice requirements in various Articles of this agreement was not intended to provide a basis for challenging the substance of the agency's action or seeking to overturn or rescind the agency's action. It is intended that the appropriate remedy for a violation of a provision containing a procedural deadline or a notice requirement would be a "cease and desist" order. Some examples of these provisions include, but are not limited to, the time frame for issuing annual performance evaluations and the requirement to provide a copy of a discipline letter to the Union.

**MEMORANDUM OF UNDERSTANDING
ARTICLE 15 - GRIEVANCE PROCEDURE**

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

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

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

**MEMORANDUM OF UNDERSTANDING
ARTICLE 15 - ARBITRATION PANEL**

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

**MEMORANDUM OF UNDERSTANDING
HIGHER EDUCATION**

If any Board of Trustees of any constituent unit of higher education elects to discuss the issue of a “space available” tuition waiver program for its NP-3 employees and there would be no cost impact and no general fund expense, the State employer would not oppose such discussions or agreement. It is understood that the decision to enter into such discussion or to reach such agreement is within the sole discretion of the Board and will not be pursued in any other forum.

**APPENDIX A
CLASS TITLES IN BARGAINING UNIT**

Class Title	Salary Grade
Administrative Assistant	CL 19
Associate Claims Examiner	CL 17
Associate Retirement Examiner	CL 19
Cash Accounting Clerk	CL 12
Cashier	CL 11
Cashier (Lottery)	CL 11
Claims Commission--Legal Research Assistant	CL 23
Claims Commission--Specialized Secretary	CL 15
Claims Examiner	CL 16
Clerk	CL 08
Clerk Typist	CL 10
Collection Agent	CL 15
Communication Operator	CL 11
Connecticut Careers Trainee (Clerical)	CL 15
Construction Office Supervisor	CL 20
Correctional Identification and Records Specialist 1	CL 18
Correctional Identification and Records Specialist 2	CL 19
Data Entry Operator 1	CL 11
Data Entry Operator 2	CL 13
Data Entry Supervisor 1	CL 17
Data Entry Supervisor 2	CL 20

Class Title	Salary Grade
Data Processing Operations Support Assistant	CL 10
Data Processing Operations Support Specialist 1	CL 13
Data Processing Operations Support Specialist 1 (RC)	CL 14
Data Processing Operations Support Specialist 2	CL 15
Data Processing Operations Support Specialist 2 (RC)	CL 16
Data Processing Operations Support Specialist 2 (RC)	CL 17
Data Processing Operations Support Specialist 3	CL 18
Data Processing Operations Support Specialist 3 (RC)	CL 19
Education Assistant	CL 11
Executive Secretary 2 (RC)	CL 21
Financial Clerk	CL 12
Fleet Operations Technician	CL 15
Head Cash Accounting Clerk	CL 15
Head Clerk	CL 15
Head Communications Operator	CL 15
Head Financial Clerk	CL 15
Head Medical Records Technician	CL 16
Head Motor Vehicle Examiner	CL 18
Head Telecommunications Operator	CL 15
Head Vital Records Technician	CL 14
Hearing Reporter 1	CL 17
Hearing Reporter 2	CL 19
Hearing Reporter Central Office Supervisor	CL 21
Interpreter Clerk	CL 13
Lottery Inside Sales Representative	VR99
Lottery Sales Representative 1	CL18/ VR99
Lottery Sales Representative 2	CL21/ VR99
Medical Records Specialist 1	CL 14
Medical Records Specialist 2	CL 18
Medical Records Technician 1	CL 12
Medical Records Technician 2	CL 14

Class Title	Salary Grade
Messenger and Supply Clerk	CL 07
Motor Vehicle Branch Supervisor	CL 20
Motor Vehicle Central Office Supervisor 1	CL 19
Motor Vehicle Central Office Supervisor 2	CL 22
Motor Vehicle Examiner	CL 15
Motor Vehicle Examiner Specialist	CL 16
Museum Assistant	CL 14
Office Assistant	CL 13
Office Automation Systems Specialist	CL 19
Office Supervisor	CL 22
Payroll Clerk	CL 15
Payroll Examiner 1	CL 15
Payroll Examiner 2	CL 17
Perm. Intermittent Clerk (Revenue Services)	CL 07
Perm. Intermittent Data Entry Operator 1 Term Rev	CL 10
Pre-Professional Trainee	VR 99
Processing Technician	CL 16
Public Safety Dispatcher Trainee	CL 14
Public Safety Dispatcher	CL 17
Purchasing Assistant	CL 17
Records Clerk	CL 13
Retirement Examiner (Comptroller)	CL 17
Retirement Examiner (Teachers Retirement)	CL 15
Sales Clerk	CL 09
Secretary 1	CL 14
Secretary 2	CL 16
Specialized Secretary (Legal)	CL 15
Specialized Secretary (Medical)	CL 15
State Police Dispatcher	CL 12
Telecommunications Operator	CL 11
Typist (Legal)	CL 12
Typist (Medical)	CL 12
Typist (Statistical)	CL 12
Unit Supervisor	CL 18
University Helper	CL 04
Vital Records Technician 1	CL 09
Vital Records Technician 2	CL 12

APPENDIX B
GUIDELINES CONCERNING CERTAIN SECRETARIAL AND
CLERICAL CLASSIFICATIONS

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

APPENDIX C
OFF-TRACK BETTING AND TELETRACK CASHIERS

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

APPENDIX D
LONGEVITY - SEMI-ANNUAL PAYMENT
(JULY 1, 2002 THROUGH JUNE 30, 2006)

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

APPENDIX E
REGULATIONS FOR APPLICATION REJECTION

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

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

APPENDIX F
PERFORMANCE APPRAISAL FORM

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

APPENDIX G
EXCERPTS FROM STATE/SCOPE AGREEMENT

Section Two - Maintenance Of The Pay Equity System.

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

B. The Objective Job Evaluation unit in concert with the Master Evaluation Committee will complete an evaluation for new jobs in accordance with the Willis Point Factor Evaluation system. Once the class has been filled by an employee for at

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

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

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

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

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

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

may be extended for an additional 30 days by mutual agreement.

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

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

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

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

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

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

F. Classification Audit System

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

The first classes to be studied and implemented under this review will be any classes covered in the NP-3 and P-2

studies. Because of a lack of an appeal process, NP-3 and P-2 classes will have their benchmarks re-evaluated by the Master Evaluation Committee.

Section Three - Placement And Training Committee

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

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

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

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

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

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

5. If an agency decides not to fill a vacant funded position with an employee who is qualified to fill the position, then the Agency shall state the reasons for not filling position to the Commissioner of Administrative Services. The Commissioner of Administrative Services shall make the final decision as to whether the employee shall be placed into the vacant funded position. The provisions above which provide

for the placement at the direction of the Commissioner of Administrative Services shall only apply to positions in the classified service and to unclassified positions in the Departments of Corrections, Social Services, Mental Retardation, Children and Families, Education and Services for Blind, Public Health and Addiction Services and Mental Health. Other employers and appointing authorities retain the right to determine whether an individual shall be appointed to the vacant funded position.

Section Four - Equity

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

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

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

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

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

step one based upon this agreement. On their subsequent anniversary date, the employees shall be moved to step one of the higher group.

F. Shift, Weekend, or Overtime Differentials

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

G. Working Conditions

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

H. Red Circled Classes

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

I. Recruitment and Retention

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

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

guided by, but not limited to, the criteria set forth in Appendix A.

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

J. Downgradings

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

Section Five - Long Term Equity

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

Section Six - Disputes And Arbitration

A. Disputes Regarding General Provisions

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

2. Any dispute regarding the interpretation or application of the general provisions of the agreement may be submitted to the labor-management review committee, which shall meet to consider the dispute within two weeks of the union's request. If the dispute is not resolved, the matter may be submitted to final and binding arbitration. The arbitrator shall be mutually agreeable to the parties. If the parties can not

agree to an arbitrator, one will be selected using the Voluntary Rules of the American Arbitration Association. The expenses for the arbitrator's services and for the hearing shall be shared equally by the parties.

B. Unit Specific Disputes

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

Section Seven - Duration

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

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

ADDENDUM
CLERICAL UNIT OJE POINT RANGES

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

Salary Group	Point Range	
	0	80
7	81	93
8	94	102
9	103	111
10	112	119
11	120	128
12	129	137
13	138	148
14	149	166
15	167	179
16	180	195
17	196	207
18	208	226
19	227	243
20	244	260
21	261	274
22	275	289
23	290	309
24	310	330
25	331	353
26	354	378

SUPERSEDEDENCE APPENDIX
(EFFECTIVE JULY 1, 2006 TO JUNE 30, 2009)

PROVISION	CONTRACT REFERENCE	STATUTE/REGULATION AMENDED
Provides for 60 days to write a rebuttal to derogatory material in personnel file.	Article 9, Section 3	C.G.S. Sec. 4-193(h)
Deems a "NO" reply to an offer shall be deemed a waiver	Article 14, Section 6	C.G.S. Section 5-241 Regulation 5-241-1
Allows for employees assigned State vehicles to be considered in pay status for travel in excess of 20 miles to and from home.	Article 17, Section 12 (new)	Regulation Section 5-238-2 (d)
General Wage Increases Effective 7/1/06, 7/1/07 and 7/1/08	Article 26 Section 1	C.G.S. 5-200(k) C.G.S. 5-200(m)
Annual increments and Lump Sum payment for employees at salary maximum of \$750.00	Article 26 Section 2	C.G.S. 5-200(k) C.G.S. 5-200(m)
Provides an hourly differential for unpleasant duty pay to certain Clerical employees within the Department of Corrections	Article 26 Section 10	Q-item 212
Holiday procedure for the Department of Motor Vehicle	Article 29 Section 1	C.G.S. 5-254 Regulation Section 5-254-1
Allows Public Safety Dispatchers to receive Personnel Leave in accordance with the length of their work day.	Article 30 Section 7	C.G.S. 5-250 (c) Regulation Section 5-250-8

STATE BARGAINING COMMITTEE

Judy Lederer, Chief Negotiator, Office of Labor Relations
Ellen Carter, Office of Labor Relations

Debra Atkinson	Dept. of Admin. Services
Gladys Miller	Dept. of Children & Families
Claudia Helfgott	Dept. of Banking
Paul Jachimowski	Dept. of Correction
Debra Paradis	Dept. of Education
Teresa Oulundsen	DOIT
Karen Mehigen	Conn. Lottery Corp.
Henry Burgos	Dept. of Mental Retardation
Anne Fairbanks	Dept. of Motor Vehicles
Doris Vieira	Dept. of Public Health
Jackie Ciampi	Dept. of Public Safety
Maria Taylor	Dept. of Social Services
Nancy Malinguaggio	Dept. of Transportation
Jay Hickey	UConn
Karen Duffy Wallace	UConn Health Center
Toby Bates	Southern Conn. State Univ.

UNION BARGAINING COMMITTEE

Jeff Scanlon, Chief Negotiator

Kelly Cashman, Service Representative

John Little, Service Representative

Terri Paventi, Service Representative

Tom Sellas, Service Representative

Carla Boland	Local 196	Conn. Lottery Corp.
Linn Miller	Local 196	DSS, New Britain
Deborah Austin	Local 318	DOC, Central Office
Jennifer Pelletier	Local 318	DMV, Wethersfield
Linda Armstrong	Local 355	UConn, Storrs
Julie Bouchard	Local 355	UConn, Storrs
Betty Dasher-Wood	Local 478	DCF, New Haven
Diane Tourangeau	Local 478	Southern Conn. St. Univ.
Wanda Smith	Local 538	DSS, Central Office.
Nelson Leon	Local 538	Consumer Protection
Thursa Isaac	Local 562	DOE, Torrington
Phylisha Coles	Local 562	DOT, Thomaston
Deborah Civitello	Local 610	Three Rivers Comm. Coll.
Roberta Marien	Local 610	DMHAS, Norwich
Wilson Maestre-Soto	Local 704	SOS
Richard Rowley	Local 704	DEP, Hartford

NP-3

PAY

PLANS

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