

**PROTECTIVE SERVICES
[NP-5]
BARGAINING UNIT CONTRACT**

BETWEEN

STATE OF CONNECTICUT

AND

**PROTECTIVE SERVICES EMPLOYEE COALITION
IUPA/IAFF, AFL-CIO**

EFFECTIVE: JULY 1, 2008

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PREAMBLE

STATE OF CONNECTICUT, acting by and through the Office of Labor Relations, hereinafter called “the State” or “the Employer” and the PROTECTIVE SERVICES EMPLOYEES COALITION, IUPA/IAFF, AFL-CIO, hereinafter called “the Union”.

WITNESSETH:

WHEREAS the parties of 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 of Connecticut herein recognizes the Protective Services Employees Coalition, IUPA/IAFF, AFL-CIO as the exclusive representatives of the State employees whose job titles were placed within the following certified unit by the Connecticut State Board of Labor Relations or by Agreement of the parties: The Unit of Protective Services Employees, Case No. SE-5953. The State furthermore acknowledges that for purposes under this Agreement the Employer is the State even though employees are assigned and take direction from an agency within which they work.

Section Two. (a) This Agreement shall pertain only to those employees whose job titles fall within the certification above cited. All employees except those specifically exempted under Section 5-270 (C.G.S.) or by mutual consent of the parties shall be covered by this Agreement.

(b) This Agreement shall not apply to non-permanent employees defined as those who are appointed on a temporary, emergency, durational not to exceed twelve (12) months, or seasonal basis. Employees appointed originally on a provisional basis shall be covered by the agreement provided they shall have no right of appeal from termination unless and until they have completed the merit examination and appointment requirements and completed the working test period. Persons serving a working test period are not excluded.

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

ARTICLE 2

PROTECTIVE SERVICES BILL OF RIGHTS

Section One. Each employee shall be expected to render a full and fair days work in an atmosphere of mutual respect and dignity, and free from significant abusive and/or arbitrary conduct.

Section Two. An employee’s off-duty conduct, speech, beliefs and politics shall not in and of themselves, impact on his/her employment unless clearly job related.

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

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

(2) The employee under investigation shall be informed of the name(s) and agency of the person in charge of the investigation, and of those conducting the interrogation, and the reasons for the investigation;

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

(4) An employee shall be entitled to union representation at each step of the grievance procedure and all predisciplinary hearings;

(5) Prior to any disciplinary hearing or predisciplinary hearing, involving noncriminal charges against an employee, a copy of all complaints and statements will be submitted to the accused. No record of complaint against any employee shall be kept in an employee's personnel file unless such record includes identification of the complainant;

(6) Interrogation sessions shall be for reasonable periods and shall be timed to allow such personal necessities and rest periods as are necessary;

(7) No employee shall be requested to sign a statement of an admission of guilt to be used in any disciplinary proceeding without having consulted with a Union representative or having signed a written waiver of rights to representation;

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

ARTICLE 3

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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), or corresponding state statutes. 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.”

ARTICLE 4

NO STRIKES - NO LOCKOUTS

Section One. Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sick-out or any interference with the mission of any State agency. This Article shall be deemed to prohibit the concerted boycott or refusal of overtime work.

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 5

MANAGEMENT RIGHTS

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

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

ARTICLE 6

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 and/or assessments 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 within thirty (30) days after initial employment in the bargaining unit fails to become a member of the Union or an employee whose membership is terminated for nonpayment 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(a) C.G.S. to pay such fee as a condition of employment, provided, however, no such payment shall be required of an employee whose membership is terminated for reasons other than nonpayment of dues or who objects to payment of such fee based on the tenets of a religious sect. The amount of agency service fee shall not exceed the minimum applicable dues payable to the exclusive bargaining agent or any employee organization constituent thereof.

Section Five. The amount of dues, assessments or agency service fee deducted under this Article shall be remitted to the Treasurer of the Union as soon as practical after the payroll period in which the deduction is made together with the list of employees for whom any such deduction is made.

Section Six. No payroll deduction of dues, assessments or agency service fee shall be made from workers' compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in questions (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 fee, provided any such payroll deduction has been approved by the State in advance.

Section Nine. The Union shall indemnify the State for any liability or damages incurred by the State in compliance with this Article.

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

ARTICLE 7

UNION RIGHTS

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

Section Two. The Union may designate up to forty-four (44) bargaining unit employees to serve as stewards. The Union will furnish the State employer with a list of such stewards, specifying the jurisdiction of each and shall keep the list current. Up to ten (10) stewards may be designated by the Union as stewards of general jurisdiction.

Section Three. Access to Premises. Union staff representatives and/or stewards within their assigned jurisdiction, shall be permitted to enter the facilities of an agency at any reasonable time for the purposes of discussing, processing or investigating filed grievances, or fulfilling its role as collective bargaining agent, provided that they give notice prior to arrival, or if that is not possible, provided that they immediately give notice of their presence to the supervisor in charge and do not interfere with the performance of duties. The Union will furnish the State employer with a list of its staff personnel and their jurisdictions, and shall keep the list current.

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

Section Five. Bulletin Board. The State will continue to furnish reasonable bulletin board space in each institution which the Union may utilize for its announcements. 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 Six. Access to Information. The employer agrees to provide the Union, upon request and adequate notice, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. The Union shall reimburse the State for photocopying expense at rates endorsed by the State Freedom of Information Law. The Union shall not have access to privileged or confidential information.

Section Seven. (a) Union Business Leave. The Union shall be entitled to up to 680 hours of paid leave per contract year for Union officials, delegates, stewards or other representatives to attend Union business-related meetings, conventions, training programs, meetings of national affiliates or other affiliated organizations, legislative or agency hearings. The Union shall notify the State Office of Labor Relations of the names, agencies, dates and number of hours when employees are to be released for such Union business, normally at least seventy-two (72) hours in advance. Such release time shall be granted; the Union agrees not to unduly deplete agency operations. If notice of release is received less than seventy-two (72) hours in advance, the leave may be denied if the absence will unduly hinder minimum operating needs. Time off shall be deducted from the bank of hours. Any hours not used in one year may be carried over to the next contract year and added to that Union business leave bank of hours. Said bank shall expire at the end of the contract.

(b) No more than two (2) employees elected or appointed to a full-time office or position with the Union or a national affiliate will be eligible for an unpaid leave of absence not to exceed one (1) year. An extension not to exceed one (1) additional year may be granted, subject to the approval of the Director of Labor Relations. Upon return from such leave, the State employer shall offer said employee a position relatively equal to the former position in pay, benefits, and duties, at the rates in force at time of return from such leave.

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

(c) The Union President shall be eligible for full-time paid leave, including vacation, sick leave and health insurance. The State and the employee in the Union President position shall continue to be responsible for their respective portions of health and life insurance premiums. The Union shall reimburse the State for 100% of base pay, to be billed to the Union on a quarterly basis. The Union President's accruals shall not be charged during the period of presidential leave but may accumulate to the maximum allowable levels.

Section Eight. Both the employer and the Union agree that every bargaining unit member should be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason, the parties will print the Agreement and give one (1) copy to each bargaining unit employee. The parties will share the cost of printing the Agreement in booklet form. The State employer will provide each new employee with a copy of the collective bargaining agreement then in force and will furnish said employee with the name(s) of his/her steward(s).

Section Nine. Use of Facilities. The Union shall be permitted use of the Connecticut Police Academy auditorium and/or classrooms for meetings, subject to its availability. The Union shall reimburse the State for any incidental costs incurred by such use. Use of facilities under this Section shall not be unfairly denied.

Section Ten. Wherever feasible, stewards shall not be assigned workloads during Union business leave or steward leave.

Section Eleven. Stewards not to exceed forty-four (44) in number, who have permanent status in State service, shall be deemed to have the highest seniority within their job classification for purpose of layoff selection and involuntary transfer.

Section Twelve. Stewards assigned State vehicles shall retain the right to use their vehicle on steward business. To the extent practicable, employees who are assigned State vehicles shall retain the right to use their assigned vehicles to and from Union meetings, hearings, and training sessions, provided such activities directly precede or follow the employee's work schedule.

ARTICLE 8

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.

Section Two. An employee covered hereunder shall, on his/her request, be permitted to examine and copy, at his/her expense, any and all materials in his/her personnel file, other than preemployment material or any 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 may have access to any employee's records upon presentation of written authorization by the appropriate employee.

Section Three. No new material derogatory to an employee shall be placed in his/her personnel file unless he/she or the Union steward had an opportunity to sign it (indicating receipt of such material) and has received a copy of such material. Notices of proven and/or accepted discipline and stipulated agreements while containing possible negative inferences are not deemed derogatory material for purposes of this Article and shall be included in the personnel file.

Within thirty (30) days of receipt, an employee may file a written rebuttal to such materials or request that such material not subsequently merged in any service rating be voided from the record. For purposes of this Section **VOIDED SHALL BE DEFINED AS:** 1) the document has been removed and placed in another non-personnel file, 2) no negative presumption can be drawn from the document, and 3) the document is not usable in the future as a reference or a document.

Section Four. This Article shall not be deemed to prohibit supervisors from maintaining written notes or records of employee's performance for the purpose of preparing service ratings. However, such written notes or records shall not be admissible in any appeal unless the material has been included in the employee's personnel file in a manner consistent with this Article.

Section Five. When an employee seeks access to his personnel file, the Employer shall provide time off, charged as work time to travel to the Agency Office to examine the file or have the file or copies of its contents transferred to the employee's work site for inspection in accordance with Section Two.

ARTICLE 9

SERVICE RATINGS

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

A rating of "unsatisfactory" in one (1) category or of "fair" in two (2) categories shall constitute a rating of "less than good". Prior to issuing an "unsatisfactory" service rating, supervisors shall forewarn or notify the employee of any deficiency. When an employee is rated "unsatisfactory" in any category, the rating supervisor shall state reasons, and, if practicable, suggestions for improvement. All service ratings less than good must be discussed with the employee at an informal meeting to be scheduled by the rating supervisor, normally within seven (7) days after the employee has seen the report. For the purposes of deciding eligibility for an annual increment (step raise), a single "unsatisfactory" rating or two (2) category ratings of "fair" may be considered grounds for denial of such step.

Section Two. Disputes over service ratings may be subject to the grievance and arbitration procedure. In any such 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, capriciously, or without supportive documentation. It is understood that only "fair" and/or "unsatisfactory" ratings in any category shall be grievable.

Section Three. Service Rating forms will be provided for the annual evaluation. These forms shall contain space for constructive statements or suggestions for improvement. Such statements shall be consistent with the rating.

ARTICLE 10 TRAINING

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

Section Two. Protective Services Training and Tuition Fund. Effective the contract year commencing July 1, 2008 and the contract year commencing July 1, 2009, the State shall allocate \$75,000.00 to a Protective Services Training and Tuition Fund for the purpose of enabling bargaining unit employees to participate in relevant outside training programs, workshops, seminars, vocational training courses or to reimburse employees under the Tuition Reimbursement section of this Article. Said funding allocation shall be increased to \$80,000 effective the contract year commencing July 1, 2010.

The State will honor reimbursement claims submitted by bargaining unit employees for the contract year 2008-2011, if such claims meet the contractual standards, and to the extent that the aggregate of such claims shall not exceed the permissible limitations.

(a) There shall be established a Protective Services Education and Training Committee, consisting of six (6) knowledgeable members, with right of substitution, three (3) appointed by the Union and three (3) by the State. Said Committee shall be responsible for identifying relevant training programs, seminars, workshops and vocational training courses which would be beneficial to employees and the State Employer.

(b) Said Education and Training Committee shall meet at least once each month for the purpose of expeditiously processing, approving, rejecting or tabling training requests. The Committee will attempt to accommodate relevant training requests. The Committee shall also assist in scheduling employees to attend such training programs, seminars, workshops or vocational training courses, as necessary. A quorum at any scheduled meeting of the Protective Services Education and Training Committee shall be four (4) members. A consensus (majority vote) of those Committee members present shall constitute agreement on any issue. Failure to obtain a consensus shall constitute a deadlock. The decision of the Committee shall be binding upon any agency, except that the Employer may deny release time where an emergency staffing situation precludes such attendance and a replacement cannot be obtained for the employee being assigned to the training. Committee members may attend all meetings without loss of pay or benefits, and attendance shall be considered as time worked as a part of the employee's regular schedule. During the regular monthly meeting day, committee members shall be granted up to one (1) full work day of release time when necessary to accomplish the committee responsibilities.

(d) Bargaining unit members who wish to participate in relevant training programs, workshops, seminars, or vocational training courses, other than those qualifying under the tuition reimbursement program, may apply for such training through their respective agencies on an approved request form, identifying the program, the date(s), the location and the cost of participation, including fees and relevant expenses. Such employees should indicate the relevancy of the training and the expected benefit to both the employee and the agency.

(e) Agency representatives designated in advance shall immediately forward such applications and requests to the Protective Services Education and Training Committee for review and approval or disapproval on the basis of the relevancy of the training to the employee's job, need for such training, agency recommendations, potential benefits and skills to be gained, and equity in distribution of such training programs among bargaining unit employees who submit requests within that specific agency.

(f) When forwarding training request forms to the Protective Services Education and Training Committee, the agency shall identify the total direct cost to be incurred for the training, including fees, relevant expenses and overtime salary of the replacement, if any, directly attributable to the training, which costs shall be deducted from the training and tuition fund. The Committee shall notify the employee and the Agency immediately in writing of its approval or denial with any necessary explanations. Except as outlined in subsection (b) herein, or in the event of an unforeseen emergency, the Agency, when notified by the Committee, will expeditiously implement and comply with such Committee decision.

(g) Once the training and tuition fund is exhausted, the State shall not be obligated under this Article to fund any additional training or tuition reimbursement. Up to \$5,000 of unexpended funds may be carried over and added to the next year's funding. Additionally, funds committed for training or tuition reimbursement which take place in one fiscal year shall carry over into the next fiscal year in order to allow payment of claims for prior year training. The fund shall end upon expiration of the contract, except previously committed funds shall carry over for one hundred twenty (120) days to allow for final payment. During this carryover period, agencies shall process claims within thirty (30) days of receipt from the Committee.

(h) Sufficient copies of the Protective Services Training and Tuition Fund Policy regarding outside training and tuition reimbursement shall be distributed through State Agencies to all bargaining unit employees together with sufficient approved request forms.

(i) It is understood that any employee who attends a training program, seminar, workshop or vocational training course on any day in which he/she is normally scheduled to work, will be paid his regular normal rate of pay for all hours normally worked for such training day and said normal pay will not be deducted from the Protective Services Training and Tuition Fund. Travel time experienced when engaged in training shall be considered as time worked where the commute exceeds the normal commute for the employee, however only the travel in excess of thirty (30) minutes shall be considered as time worked. Training during any day shall mean the full day off without loss of pay or benefits regardless of the shift assigned provided that the training is of at least four (4) hours duration. An employee who is assigned on an unscheduled workweek will receive one (1) day's pay as time worked for each day of attendance at any training program, seminar, workshop or vocational training course, provided that the training is of at least four (4) hours duration on any such day; if less than four (4) hours duration, sufficient time off will be granted. The regular pay shall not be deducted from the Protective Services Training and Tuition Fund.

(j) The cost of any employer required training, including training for entry level or new employees, shall not be deducted from the Protective Services Training and Tuition Fund.

(k) Except as specifically provided herein, nothing shall prohibit an agency from continuing to fund relevant training or to carry out its obligation to properly train personnel as is current practice. This Section is not intended to have any effect upon or impact upon any Special Act, Statute, or Agency Training budget which is current practice.

(l) It shall be the obligation of the Protective Services Education and Training Committee to encourage and promote the access and availability of federal or private funds whenever possible and to work with agency personnel with responsibility in this area toward this goal.

(m) Where vehicles are available, employees who are attending training programs within the State of Connecticut shall be allowed to use the vehicles. Use of vehicles for outside the State of Connecticut shall be at the discretion of the employer. No costs under this subsection will be deducted from the Protective Services Training and Tuition Fund.

(n) **Tuition Reimbursement.** The Employer shall pay up to seventy-five (75%) percent of the cost for tuition, books, and related fees deemed appropriate by the Protective Services Education and Training Committee for any bargaining unit employee who attends any accredited institution of higher education; such reimbursements to be deducted from the Protective Services Training and Tuition Fund. It is understood that the employee must successfully complete the course in order to be reimbursed. Requests for payment to the employee under this subsection shall be processed upon submission of receipts and/or records to the Protective Services Education and Training Committee.

(o) Nothing in this Article shall be interpreted as precluding advance payment of conference and training fees and expenses in accordance with existing State Travel Rules and Regulations.

Section Three. (a) Law enforcement personnel who are issued weapons by their employer or have access to State-provided weapons shall have access to the firearms range on an annual basis for the purpose of practicing and qualifying for firearms use. The employer shall provide sufficient ammunition, sixty (60) rounds for practice and sixty (60) rounds for qualification. Such employees shall be granted time off to obtain this training.

(b) In addition, time off shall be granted to all law enforcement personnel assigned rifles and/or shotguns for the purpose of practice and familiarization with such weapon, on an annual basis. The employer shall provide sufficient ammunition, twelve (12) rounds per weapon for each employee for the purpose of practice and qualifying.

(c) Additionally, the employer, in cooperation with the Protective Services Education and Training Committee, shall provide night time or night fire training on a biannual basis for all law enforcement personnel who are assigned to carry weapons by their employer or who have access to agency weapons. The employer shall provide sufficient ammunition, thirty-six (36) rounds for practice and thirty-six (36) rounds for familiarization for such training. Such employees shall be granted time off to obtain this training. It is understood that any additional costs incurred by the employer by providing this training shall be deducted from the Protective Services Training and Tuition Fund.

(d) All law enforcement personnel may have access to the firearms range at other times for practice at their own expense, provided that: (1) space is available; (2) a State Police Range Officer is present for the purpose of supervision; and (3) at a firearms range other than State Police, a Protective Services Range Officer must be present.

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

(a) Send all new Motor Vehicle Inspectors through a course of instruction appropriate to meet the inspection, examination and law enforcement responsibilities of said classification;

(b) Provide Department of Environmental Protection personnel assigned to fire fighting duties an annual training course;

(c) Send all new full-time fire fighters to the Connecticut Fire Academy for required and appropriate training. New hires who have achieved this training or equivalent training shall not be required to attend the Academy program. However, where there is a legitimate issue over the qualifications of a newly hired firefighter a skills assessment shall be required. Said assessment will be conducted by the Commission on Fire Prevention and Control (CFPC). The CFPC will render an opinion on the training need for the new hire (whether the Recruit Training Program is needed). The agency will implement said recommendation.

(d) Establish an in-service training program for Conservation Enforcement Officers which shall attempt to include search and seizure, wildlife identification, interpretation of pertinent laws, law enforcement surveillance and investigative techniques;

(e) Make every effort to send Protective Services Trainees (Police) to the Police Academy within eight (8) months of their employment;

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

(g) Provide in-service training for other law enforcement personnel which attempts to include where appropriate, search and seizure, interpretation of pertinent laws, accident investigation, defensive tactics, investigative techniques and law enforcement surveillance.

The Union may make recommendations in this area and shall have these recommendations expeditiously investigated.

ARTICLE 11

HEALTH SAFETY

Section One. The employer is receptive to all recommendations regarding improvement of apparently unsafe or unhealthy conditions. Once the employer determines that an unsafe or unhealthy condition exists, it will attempt to alleviate or otherwise remedy the situation.

Except as provided elsewhere in this Article, disputes over unsafe or unhealthy working conditions shall be processed through the Labor Department for compliance with OSHA or otherwise with the Protective Services Health and Safety Committee.

Disputes over unsafe or unhealthy working conditions may be processed under the grievance procedure, but shall not be arbitrable unless Connecticut OSHA has specifically declined jurisdiction or by agreement of the parties. In any such arbitration, the arbitrator shall have no authority to impose a remedy which requires the hiring of additional staff. The arbitrator shall not substitute his/her judgment for that of the employer in setting law enforcement weapons policy, but shall specifically retain the power to issue a cease and desist order where an alteration of an existing policy impacts negatively upon the health and/or safety of the bargaining unit personnel. The arbitrator shall be obligated to consider the impact of any award with respect to an agency budget as well as the effect of the decision upon employee safety, protection and morale, and shall balance the need for decisions which have significant impact with the tender of evidence indicating a clear and present danger of serious injury. In all cases hereunder, the arbitrator shall render the remedy portion of his decision ten (10) days after the mailing of the arbitral award to the parties to permit negotiations over the remedy.

Section Two. Weather Extremes. It is understood that some Protective Services employees are required to work during weather extremes. Under such extremes, the employer, where practicable, shall take reasonable steps to protect the well-being of employees, e.g., by curtailing work, providing additional or extended rest periods.

(a) The Union may designate two (2) bargaining unit members to meet with the Department of Motor Vehicle Officials to investigate the feasibility of providing shelter (either permanent or temporary) and adequate lighting at Motor Vehicle work locations which currently do not have such facilities. On or after September 1, 1980, the Union, but not any employee, may submit unresolved issues involving the health and safety of employees directly to Step II of the grievance and arbitration procedure.

(b) Whenever Department of Environmental Protection employees are working fish ponds at hatcheries below 15 degrees, supervisors shall be cognizant of conditions and shall provide necessary breaks, consistent with agency operating needs.

Section Three. All work areas shall have drinking water within reasonable access which meets all health standards as drinking water. To the extent practicable, all general employee reporting areas shall have toilets and sinks.

Section Four. The parties recognize that law enforcement personnel are sometimes given assignments in which there is a recognized threat of possible violence, e.g., felonies in progress, fights, drunk or disorderly persons, transporting prisoners, burglar or holdup alarms. Whenever possible, at least two (2) officers shall be assigned to any incident in which there is a recognized threat of possible violence, e.g., felonies in progress, fights, drunk or disorderly persons, transporting prisoners, burglar or holdup alarms. This provision shall not prevent a single officer from responding to incidents which require a rapid response in order to protect life or property; however, each agency shall prepare an operating scheme for the provision of backup support, which shall be available as soon as possible to all personnel.

Section Five. To the extent possible, the employer shall provide each fire fighting employee with modern safety equipment and accessories necessary for the efficient and safe performance of their duties and shall replace such equipment on an as needed basis.

Section Six. Where necessary, emergency vehicles, including police and law enforcement vehicles shall be equipped with acceptable emergency lights which provide full visibility when stopped on highways and when responding to emergencies.

Section Seven. Motor Vehicle Inspectors who are issued weapons and who are assigned investigative duties shall be permitted to carry personal weapons, provided the sidearm accepts the prescribed department-issued ammunition and that the employee obtains a safety clearance from S.P.B.I. for the weapon. Airport Police Officers at Bradley International Airport may carry personal sidearms for duty use provided the sidearm accepts the prescribed department-issued ammunition and that each member obtains a safety clearance from State Police Range Officer for the weapon to be worn.

Section Eight. Protective Services Trainee (Police) shall not be assigned to law enforcement duties without proper supervision. To the extent provided by current practice, Protective Services Trainees (Fire) shall not be assigned to fire fighting without proper supervision.

Section Nine. Prior to being assigned a sidearm, an employee shall be properly trained and qualified in the use of such weapon.

Section Ten. No vehicle assigned to a Protective Services Unit employee shall be equipped with recapped tires. Replacement tires shall meet federal standards for the vehicle on which they are mounted.

Section Eleven. The practice shall be to use radio call signals and numbers rather than last names for conversation between Conservation Enforcement Officers.

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

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

Section Thirteen. Motor Vehicle Inspectors shall be provided with proper inspection equipment. When equipment is broken or not working properly, the inspector shall submit

a written request for the equipment to be repaired. The employer agrees to expeditiously respond to such requests.

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

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

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

ARTICLE 12

HEALTH AND SAFETY COMMITTEE

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

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

The Committee shall report its findings to the Commissioner of Administrative Services and the appropriate agency officials who will take all appropriate steps to comply with Article 11.

Within the framework of available resources the Committee may employ the services of independent experts to conduct studies of alleged problems.

ARTICLE 13

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. (a) The Working Test Period for classes in the Protective Services Unit shall be six (6) months, except as provided in paragraph (c) below. At any time during the Working Test Period, after a fair trial, the appointing authority may remove any employee if, in the opinion of such appointing authority, the working test indicates that such employee is unable to unwilling to perform his/her duties so as to merit continuance in such position and shall forthwith report his/her action to the Commissioner of Administrative Services. The Working Test Period may, with the approval of the Commissioner of Administrative Services, be extended on an individual basis for a definite period of time not to exceed six (6) months at any time. At any time, an employee in a promotional Working Test Period may be granted the option of returning to his/her original position or a comparable position if the original position is not available.

(b) Any employee who transfers, is transferred, or is promoted to a position which requires a Working Test Period shall be advised by the immediate supervisor of his/her performance at the midway point of the Working Test Period. At the employee's request, such progress report shall be put in writing within ten (10) working days.

(1) If the employee's performance is "less than good", the immediate supervisor must offer suggestions for improvement if requested by the employee. These suggestions shall be reduced to writing within two (2) weeks.

(2) If at the end of the Working Test Period the employee's performance in the new position is rated as unsatisfactory, he/she must be returned to the previous position or a comparable position without any loss of benefits or seniority rights.

(c) For those classes in the Protective Services that require completion of both academy training and field training, the working test period shall automatically extend until completion of both the academy training and field training requirements. Those employees completing the academy training requirement shall be upgraded from Grade PS 05 to Step 1 in Grade PS 06. Upon completion of both the academy training and field training requirements the employees in such classes shall be upgraded to the target class.

Section Three. The Working Test Period shall commence on the date of appointment from the employment list if the position is competitive. Otherwise, the Working Test Period shall commence on the date of original permanent appointment.

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

(b) Dismissal of an employee during a promotional Working Test Period shall be subject to the grievance procedure through Step III, provided, however, that the burden shall be on the employee to show patent unfairness of the Working Test period due to evaluator bias or variance from the pertinent job specification.

ARTICLE 14

SENIORITY

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

1. Time in Rank (Trainee time is included as time in the target class)
2. Time in Agency
3. Coin Toss

Section Two. Seniority shall not be computed until after completion of the Working Test Period.

Section Three. State service while working in a trainee class shall not accrue until permanent appointment after 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) working days without authorization.

Credit for seniority up to a break in service may be restored to an employee who returned to service within one (1) year of a service break, but will apply automatically to an employee who is reemployed from layoff. Restoration of seniority shall not be arbitrarily withheld.

Section Five. Seniority Lists. Seniority lists shall be maintained annually.

ARTICLE 15

ORDER OF LAYOFF

Section One. (a) No employee shall be dismissed or laid off from his/her position because of lack of work, economy, insufficient appropriation, change in departmental organization, or abolition of position except in compliance with this Article.

(b) Except as otherwise provided in Section 2 or in Article 7, Section Eleven (Union Rights), the employee with the least seniority within the bargaining unit at the agency affecting the layoff shall be selected for layoff.

Section Two. Seniority by Class. (a) For purpose of layoff selection within classification seniority shall be defined by Article 14, Section One (bargaining unit seniority).

(b) Special Skills. Five percent (5%) of the employees (not less than one person) to be laid off within a class within an agency shall be exempt from the seniority factor when the State determines that there is a need for special skills. "Special skills" refers to jobs difficult to fill with a replacement except after extensive training. Where practical, the State will attempt to meet its "special skills" requirements by exempting the employees with the highest seniority among employees with the same special skills.

Management decisions on special skills shall be subject to expedited arbitration provided, however, that no back pay remedy shall accrue to any individual employee.

(d) An employee whose last service rating was unsatisfactory shall be treated for layoff purposes as having lost one (1) year of seniority.

Section Three. The State employer shall give an employee not less than six (6) weeks written notice of layoff, stating the reason for such action. Such notice does not apply to a bumper under Section Four. The Commissioner of Administrative Services shall arrange to have the employee transferred to a vacancy in the same or comparable class of any other position which, in the judgment of the State employer, the employee is qualified to fill within the department, agency or institution in which the employee works. If the employee refuses to accept the transfer, an eligible employee may exercise bumping rights as specified in Section Four.

Section Four. Bumping. In lieu of layoff an employee may bump into a lower class within the same general classification series within the department, agency, or institution in which the employee works. The bumper shall bump the employee with the lowest seniority in such lower class with less seniority than the bumper.

The bumper shall be paid at the rate closest to the rate paid at the time of layoff however; the bumper shall not be paid at a rate higher than his/her prior rate.

Section Five. There shall not be any additional layoffs of permanent employees during the remainder of this contract except for layoffs due to agency consolidations, closings and/or programmatic reductions enacted by the legislature. This provision shall

not apply to temporary or durational positions or to grant-funded or federally funded positions upon the expiration of those funds. This provision shall expire at the expiration date of this contract.

ARTICLE 16

GRIEVANCE PROCEDURE

Section One. Definition. Grievance. A grievance is defined as, and limited to, a written complaint involving an alleged violation of or a dispute involving the application or interpretation of a specific provision of this Agreement inclusive of letters of understanding entered into by the State and Union as clarification of cited contractual provisions.

Section Two. Format. Grievances shall be filed on mutually agreed forms which specify: (a) the facts; (b) the issues; (c) the date of the violation alleged; (d) the controlling contract provision; and/or letter of understanding; and (e) the remedy or relief sought.

A grievance may be amended up to the date of the Step 2 conference, but not at the conclusion of the conference, as 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 individual employee(s) or group of employees elect(s) to submit a grievance without Union representation, the union’s representative or steward shall be notified of the pending grievance, shall be provided a copy thereof, and shall have the right to be present at any discussions of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting but shall be provided with a copy of the written response to the grievance. The steward shall be entitled to receive from the employer all documents pertinent to the disposition of the grievance and to file statements of position.

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

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.

Section Six. The Grievance Procedure.

Step 1. A grievance may be submitted within the thirty (30) day period specified in Section Five to the agency head or his/her designee. Within fourteen (14) days after receipt of the grievance a conference will be scheduled with the employee and his/her representative and a written response shall be issued within five (5) days after the conference is held. The grievance may be appealed to Step 2 if no conference has been held within twenty-five (25) days of submission to Step 1.

Step 2. All proceedings at Step 2 and/or Step 3, held hereunder, shall be deemed confidential and closed to the public unless the parties mutually agree otherwise. An unresolved grievance may be appealed to the Office of Labor Relations within seven (7) working days of the receipt of the Step 1 response. The Office of Labor Relations shall

hold a conference within forty-five (45) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

Step 3. Arbitration. Within ten (10) working days after the state's answer is due at Step 2, or if no conference is held at Step 2, within ten (10) working days after the expiration of the forty-five (45) period, as provided in Step 2, an unresolved grievance may be submitted to arbitration by the Union, but not by an individual employee(s), except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of five (5) or more 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 hereinbefore cited.

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

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

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

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

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

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

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

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

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

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

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

(a) Disputes over an employees job classification (reclassification grievances);

(b) Compliance with health and safety standards and COSHA except where specifically mandated by this Agreement.

The following matters shall not be subject to the grievance and arbitration procedure.

(a) the decision to lay off employees;

(b) classification and pay grade for newly created jobs; however, this clause shall not diminish the Union's right to negotiate on pay rates, hours of work and working conditions;

(c) dismissal of employees during the initial working test period;

(d) non-disciplinary termination of employment.

Section Eleven. The existing procedures for handling appeal of rejection from admission to examination and disputes over reclassification shall remain in force.

ARTICLE 17

DISMISSAL, SUSPENSION, DEMOTION AND OTHER DISCIPLINE

Section One. No permanent employee who has completed the Working Test Period shall be demoted, suspended, dismissed, or disciplined in any other manner except for just cause.

Section Two. Permanent employees shall submit grievances concerning dismissal, suspension or demotion directly to Step 3 within fifteen (15) days of official written notification.

All other disciplinary grievances shall be filed in accordance with Article 16.

Section Three. The State reserves the right to discipline or discharge an employee for breach of the No Strike Article.

In any arbitration, the arbitrator shall have no authority to alter or modify the discipline imposed where the State can show that:

- (a) The employee intentionally engaged in an activity prohibited by said Article or
- (b) Where the discipline imposed is less than a five (5) day suspension.

Section Four. The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and shall supersede any pre-existing forums.

Section Five. Employer Conduct for Discipline. Whenever it becomes necessary to discipline an individual employee, the supervisor vested with said responsibility shall undertake said talks in a fashion calculated to apprise the employee of his/her shortcomings, while avoiding embarrassment and public display.

Section Six. Placement of an employee on an unpaid leave of absence under 5-240-(d) shall be subject to the following:

(a) An employee may draw his/her accrued vacation even if he/she remains on an unpaid leave of absence under Regulation 5-248-3.

(b) In cases other than those which involve a criminal investigation or the disposition of a criminal charge the employee shall be placed on a paid leave of absence for the duration of the investigation into the situation and/or event. At the conclusion of the investigation the employee will be informed of the disposition and whether he/she is to be disciplined.

(c) In all cases where practicable, the State will investigate the possibility of alternative assignment.

Section Seven. Whenever practicable, the investigation, interrogation or discipline of employees shall be scheduled in a manner intended to conform with the employee's work schedule, with an intent to avoid overtime. When any employee is called to appear at any time beyond his/her normal work time and actually testifies, he/she shall be deemed to be actually working. This provision shall not apply to Union stewards. The applicability of this Section to employees on unscheduled workweeks shall be a subject of continuing discussion.

Section Eight. Reprimands. A written reprimand or a written record of an oral reprimand which is placed in an employee's personnel file and which is not merged in the service rating (No. 1) following the issuance of such reprimand shall remain in the file no later than conclusion of the next annual service rating period (No. 2).

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

ARTICLE 18

HOURS OF WORK, WORK SCHEDULES AND OVERTIME

Section One. Standard Workweek. The standard workweek for all full-time employees shall be forty (40) hours worked in five (5) eight (8) hour days. The standard workweek period shall be defined as commencing on a Friday and concluding on the

following Thursday. The standard workday shall be defined as an eight (8) hour work period between the hours of 7:00 A.M. and 5:30 P.M..

A non-standard workweek for full-time employees shall be an average of forty (40) hours of work per week over a specific time period. Non-standard or averaging schedules shall only be provided where overtime premium can be legitimately exempt from the over forty (40) hours work requirement of FLSA.

An unscheduled workweek for full-time employees shall be an averaging work schedule of forty (40) hours with the starting and ending time and the number of work days determined by the requirements of the position. It is understood that management retains the right to make specific assignments within unscheduled workweek situations, so long as said assignments are posted not later than the Friday prior to the start of the pay period.

The establishment or disestablishment of non-standard or unscheduled workweeks shall be consistent with CGS Section 5-238 and the regulations appurtenant thereto. However, the Union will be advised of any such establishment or disestablishment and the reasons for such schedules shall be discussed with the Union upon request. Employees affected by such establishment or disestablishment shall be provided not less than two (2) weeks' notice of schedule change.

Section Two. Meal Breaks. (a) Meal breaks shall be scheduled close to the middle of a shift consistent with the operating needs of the agency.

(b) Employees who are required to work without taking their full scheduled meal break, or who are required to serve without said meal break (or within thirty (30) minutes prior to and forty-five (45) minutes after) shall receive payment or such meal break. Employees who do not have a scheduled meal break shall be compensated for any meal period if such break could not begin within thirty (30) minutes before or seventy-five (75) minutes after the middle of the shift due either to assignment or call-out during said period.

(c) Department of Environmental Protection personnel shall be entitled to a paid meal break while (1) fighting fires, or (2) stocking fish, provided it is not possible to take the meal break within thirty (30) minutes prior to or forty-five (45) minutes following the scheduled meal time.

(d) Liquor Control Agents, Liquor Control Special Agents, and Liquor Control Supervising Agents shall be entitled to a paid meal break when conducting special investigations and/or minor sting operations, provided it is not possible to take the meal break within thirty (30) minutes prior to or forty-five (45) minutes following the scheduled meal time.

(e) It is understood that police officers as defined by POST, fire fighting employees, and Protective Services Trainees-Police and Protective Services Trainees-Fire Fighting, (exclusive of Academy Training), shall be on duty and subject to call during their meal break and shall have their meal break counted as part of their work schedule as time worked. If called out during their meal break, a later meal break may be taken.

(f) The above shall not be construed to alter existing meal break practices for employees not provided for above.

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

Section Four. Overtime. (a) The provisions of this Section shall be interpreted consistent with C.G.S. Section 5-245 except when specifically provided otherwise.

(b) The State will pay overtime to eligible employees at time and one-half for hours worked over forty (40) within a workweek, except as provided otherwise in CGA Section 5-245 for employees on rotating shifts and for unscheduled positions and classes for employees on averaging schedules approved by the Director of Labor Relations.

(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.

In order to comply those employees whose schedules are covered by 29 CFR Part 553.230, shall have their payments offset pursuant to the rules for said section, i.e., twenty-eight (28) day work period or one hundred seventy-one (171) hours.

Notwithstanding this provision, those employees employed by the Police Officers Standards and Training Council who are otherwise deemed eligible for such overtime compensation shall be eligible to receive compensatory time in lieu of such overtime pay on an hour-for-hour basis. The Accumulation of such compensatory time is subject to the maximum of 120 hours. If, at any time an employee's compensatory time exceeds the 120 hour maximum, the employee shall be paid for the time in excess of the 120 hours as soon thereafter as is practicable. Said monies shall be paid at the straight time rate. In no event shall compensatory time be deemed to accrue in any other manner or be the basis for compensation on termination of employment.

(d) **Call In/Call Back.** Effective upon legislative approval of this Agreement, employees who have left work after the end of their scheduled work shift and who are called in or called back for other than their regularly scheduled work shift, other than a continuous extension thereof, shall be compensated as follows:

(1) A minimum of two (2) hours overtime pay for the first two (2) hours work or any portion thereof.

(2) Two (2) hours overtime pay for the next two (2) hours work or any portion thereof.

(3) Pay for work beyond the first four (4) hours shall be paid as overtime on the basis of actual hours worked.

If within said period, in the reasonable judgment of the supervisor, the employee is no longer required for the situation or emergency for which he/she was called in, and/or called back, and except for any unforeseen emergency or situation requiring the employee, then the supervisor shall allow the employee to go off-duty and said employee shall not forfeit said overtime pay. Should an employee be released and subsequently recalled the cycle

referenced in 1 through 3 above shall begin anew. The minimum overtime pay shall begin from the time the employee is called.

(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 Salary Grade 16. Notwithstanding the above, Section Four F of the State Coalition Agreement on Pay Equity will govern in determining whether a classification is eligible for the overtime payment.

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

(g) Work schedules of employees working unscheduled workweeks shall not be reduced after the performance of emergency work (i.e. work performed in addition to that performed during the normal workday) for the purpose of avoiding overtime.

(h) Overtime pay shall not be pyramided.

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

Section Five. Equalization of Overtime. To the extent possible, consistent with current practice, voluntary overtime opportunities shall be distributed equally among qualified volunteers with similar skills and duties. The employer will attempt to meet overtime needs by first soliciting volunteers prior to making assignments. It is understood that soliciting volunteers may not be appropriate in emergency situations (including short-notice absences).

Section Six. (a) Effective 7/1/95, employees who are assigned to a fixed duty station and have previously been receiving portal-to-portal pay, shall have the benefit of counting their travel time to and from the fixed duty station limited to one-half (1/2) hour each way.

(b) Time worked by Motor Vehicle Inspectors who perform special inspection assignments, i.e. race tracks, shall be calculated as follows:

(1) Where the Inspector has a State vehicle assigned to him/her, time worked shall include home-to-duty station and duty station-to-home time;

(2) Where the Inspector must pick up a State Vehicle, time worked shall include pick-up-to-duty station and duty station-to-drop-off time.

(c) Motor Vehicle Inspectors with assigned vehicles who, when traveling to work, stop for emergencies, accidents, motor vehicle breakdowns or any related motor vehicle violation shall be in pay status from the time the Inspector stops at the scene of such emergency, accident, motor vehicle breakdown or motor vehicle violation.

An Inspector, when traveling from his/her assignment at the end of his/her shift, who stops at any emergency, accident, motor vehicle breakdown or for any motor vehicle violation shall be in pay status from the end of the inspector's assigned shift until completion of such emergency, accident, motor vehicle breakdown or violation.

It is understood that such stops shall be made in accordance with published agency policy.

(d) 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 to be in pay status commencing with arrival at the first business call until departure from the last business call, provided, however, any travel in excess of twenty (20) miles to or from the employee's home shall be considered as time worked. The above provisions shall apply to occasions when the employee is reporting to a field assignment for the majority of the assigned shift.

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

Section Seven. Exchange of Shifts. Employees working under the same shift schedules performing substantially similar work may exchange shifts provided:

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

Section Eight. Workweek Changes. Subject to the provisions of this Agreement, employees shall be notified by the Employer in writing at least fourteen (14) calendar days in advance of proposed changes in schedules and implementation except where an emergency condition precludes such action. Workweek changes shall not be arbitrarily made for the specific purpose of circumventing payment of overtime.

Prior to any major schedule change in any work unit, the employer shall notify the Union and upon request shall meet with the Union officers and/or steward(s) in advance to discuss the impact of such changes.

Major schedule changes may be made to meet legitimate business needs and shall not be arbitrarily made.

During the term of this Agreement, the employer shall not modify work schedules from regular shifts to rotating shifts (or vice-versa), without the consent of the Union.

Notwithstanding the above, effective July 1, 1995, Agencies may alter the schedules of employees and avoid the payment of overtime in order to provide training program to staff. When practicable, the Agency, will give fourteen (14) calendar days notice.

Section Nine. Except as provided elsewhere in this Article, full-time Environmental Protection Maintainers within the Division of Conservation and Preservation shall be assigned to a regular schedule consisting of five (5) consecutive days with two (2) consecutive days off.

Section Ten. Effective upon legislative approval (1985), each Agent and Supervising Agent of the Liquor Control Commission may be assigned to schedules other than the current Monday through Friday, 8:30 to 4:30 shifts for a total of twenty-three (23) times per contract year. Such schedule change shall be effective in accordance with this Article. Employees hired after June 30, 1985 shall not be restricted to the Monday through Friday, 8:30 to 4:30 work schedule, but shall be assigned in accordance with provisions of Article 18, Section 1.

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

Section Twelve. Upon request by either the employer or the Union, the parties shall discuss flexible or compressed work schedules for the Liquor Control Agents (job series) and the Casino Agents (job series). Such flexible or compressed schedules may be established by mutual agreement of the Agency and the Union subject to the approval of the appropriate management designee at the department/agency level and subject to the approval of the Director of the Office of Labor Relations or designee.

ARTICLE 19

TEMPORARY SERVICE IN A HIGHER CLASS

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

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

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.

Section Four. If on or after the thirty-first consecutive calendar day of such service, the Commissioner of Administrative Services has not approved the assignment, the employee upon request shall be reassigned to his/her former position, subject to the provisions of Section 5.

Section Five. In the event the Commissioner of Administrative Services disapproves the requested assignment on the basis of his/her judgment that the assignment does not

constitute temporary service in a higher class, the employee shall continue working as assigned with recourse under the appeal procedure for reclassification but not under the arbitration procedure. The form certifying the assignment will specify the rights and obligations of the parties under Sections 4 and 5.

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

Section Seven. In the Department of Motor Vehicles, the Motor Vehicle Inspector who is assigned the duties of a Motor Vehicle Sergeant on days when the Sergeant is not on duty shall receive \$.60 per hour, provided such additional duties are performed for ½ the shift hours or more. The Motor Vehicle Operator License Agent who is assigned the duties of a Motor Vehicle Agent Supervisor on days when the Supervisor is not on duty shall receive \$.60 per hour, provided such additional duties are performed for ½ the shift hours or more.

Section Eight. Police Officers who are assigned as “Officer in Charge” on days when a Sergeant or Lieutenant is not on duty shall receive \$.60 per hour, provided such additional duties are performed for ½ the shift hours or more. Conservation Enforcement Officers who are assigned as “Officer in Charge” on days when a Conservation Enforcement Sergeant is not on duty shall receive \$.60 per hour, provided such additional duties are performed for ½ the shift hours or more.

Section Nine. Buildings and Grounds Patrol Officers who are assigned the duties of either a Building and Grounds Lead Patrol Officer or Supervising Patrol Officer when such lead or supervisory officers are not on duty, shall receive \$.60 per hour, provided such additional duties are performed for ½ the shift or more.

ARTICLE 20

COMPENSATION

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

(b) Effective the pay period including July 1, 2009, the base annual salary of all employees shall be increased by three percent (3%).

(c) Effective the pay period including July 1, 2010 the base annual salary for 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, on time, in accordance with existing practice.

Effective July 1, 2008 those employees who are in the maximum step of the salary schedule, who receive no annual increment, shall receive a lump sum payment of six hundred dollars (\$600.00). Said payment shall be made on the date when the annual increment would have applied.

Section Three. Employees shall continue to be eligible for longevity payments for the life of this Agreement in accordance with existing practice. The longevity schedule in effect on June 30, 1977 shall remain unchanged in dollar amounts during the life of this Agreement and is appended hereto.

Section Four. Any employee who is provisionally promoted shall receive a full promotional increase as if permanently promoted.

Section Five. Workers' Compensation. (a) Personnel listed below, who exercise general or special powers of arrest, shall be covered by C.G.S. Section 5-142(a) whenever they sustain an injury while making an arrest or in the actual performance of police duties, guard duties, fire duties, inspection duties, while attending or restraining an inmate, or if assaulted in the performance of their duties, whether or not such duties are performed on a full-time basis:

(1) Institutional security personnel and Department of Environmental Protection law enforcement personnel who derive their powers of arrest from C.G.S. Section 29-18;

(2) Department of Environmental Protection personnel engaged in fire fighting duties;

(3) Institutional firefighters;

(4) Police and fire personnel at Trumbull Airport;

(5) Canine control officers injured while making an arrest or while dealing with aberrant animals.

(b) C.G.S. Section 5-142(a) is further clarified to cover bargaining unit employees of any institution or facility of the Department of Mental Health giving care and treatment to persons afflicted with a mental disorder or disease or any institution for the care and treatment of persons afflicted with any mental defect who are injured in the performance of their police or guard duties, whether or not the injury is inflicted by said persons or incurred while attending or restraining such persons.

(c) Police Officers as defined by POST (Police Officer Standards and Training Council) shall be afforded Portal-to-Portal Workers' Compensation Coverage in accordance with Section 31-275(A)(i) of the Workers' Compensation Act.

Section Six. Clothing and Accessories. (a) On or about September of each contract year, each employee in the bargaining unit shall receive one hundred and ten dollars (\$110.00) for the purchase of appropriate shoes.

(b) On or about December 1 of each contract year plain clothes personnel of a uniform service, including Motor Vehicle Inspectors, Motor Vehicle Sergeants, Motor Vehicle Operator Licensing Agents, Motor Vehicle Emissions Agents, Special Revenue Police, Military Department Officers, Liquor Control Agents, Casino Agents, Tax Enforcement Agents and Enforcement Officers shall receive a clothing allowance of three hundred fifteen dollars (\$315).

Section Seven. Home Office Differential. On or about December 1 of each contract year, employees who are required, by the employing agency, to maintain space in their homes as an office and regularly use such space to conduct State business shall receive \$675.

The differential shall be increased to \$700 effective July 1, 2000 and to \$725 effective July 1, 2001.

Said payments shall be proportionately reduced for those employees who are hired or are terminated from employment and use their home as an office for less than the full contract year, (July 1 through June 30).

The State shall pay for telephones where the employing agency requires that the employee have a telephone installed and available for use in State business.

Section Eight. Hazardous Duty Pay. (a) Employees in the Department of Environmental Protection who perform hazardous duty during the hours between dusk and dawn shall receive an additional twenty-five percent (25%) hazardous duty pay for all hours so worked. Said differential shall not be included in base pay, nor shall this differential diminish an Employee's right to payment for overtime work performed. Employees shall be eligible for such hazardous duty pay between the hours of dusk and dawn while:

- (1) Searching for lost persons;
- (2) Searching for downed aircraft/operating at aircraft accidents;

OR

- (3) Fighting night fires involving structures, boats, vehicles or forest fires.

(b) The State Police Emergency Services Specialist shall receive hazardous duty pay differential of twenty-five percent (25%) for all hours worked in the control, removal and operation at the scene of situations involving explosives and/or hazardous substances. Said differential shall not be included in base pay, nor shall this differential diminish an Employee's right to payment for overtime work performed.

(c) Department of Environmental Protection personnel assigned to the Portland Depot Sawmill and engaged in the cutting of lumber shall receive an additional hazardous duty premium of \$.40 per hour while operating cutting equipment.

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

Section Nine. Claims. The employer agrees to facilitate within ninety (90) days the expeditious processing of claims for lost or damaged property to the Claims Commissioner.

Eyeglass frames and lenses shall be replaced in kind if possible or by items of equal value. The employer will reimburse an employee for jewelry damaged in the performance of duty up to a maximum of \$40.

Section Ten. Liability Insurance. The State shall assume the cost, up to a maximum of \$75 per year, for liability (renter's) insurance for employees living in State housing.

Section Eleven. Indemnification. Protective Services employees who have general or special powers of arrest shall be covered by C.G.S. Section 29-8a and C.G.S. Section 53-39a, subject to the restrictions set forth therein.

Section Twelve. Accidental Death or Dismemberment. The State shall assume the cost of \$25,000 accidental death or dismemberment policy for each bargaining unit employee.

Section Thirteen. Emergency Medical Technicians and Paramedics. (a) The State shall pay an annual skill premium to each employee who is certified as an Emergency Medical Technician B. (EMT-B). Said payment shall amount to \$475 each contract year. This premium will be paid on or about October 1 of each contract year. For employees required by Agencies to maintain such certification, the skill premium shall be increased to

five hundred and twenty-five dollars (\$525) effective July 1, 2008, and increased to five hundred and seventy-five dollars (\$575) effective July 1, 2010.

(b) The State shall pay an annual skill premium to each employee who is certified as an Emergency Medical Technician I (EMT-I). Said payment shall amount to \$600 for each contract year. This premium will be paid on or about October 1 of each contract year. For employees required by Agencies to maintain such certification, the skill premium shall be increased to six hundred and fifty dollars (\$650) effective July 1, 2008, and increased to seven hundred dollars (\$700) effective July 1, 2010.

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

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

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

Section Fourteen. (a) The firefighters at Bradley International Airport who are assigned as the drivers of the ARFF Vehicles with elevated waterway on any particular shift shall receive an additional \$.35 per hour skill differential for all hours performing such assignments. Said differential shall not be included in base pay, nor shall this differential diminish an employee's right to payment for overtime work performed.

(b) Environmental Protection Maintainers required by the Agency to operate Special/Heavy Equipment shall be paid a differential of \$.50 per hour for all hours such duty is performed. Said differential shall not be included in base pay, nor shall this differential diminish an employee's right to payment for overtime work performed.

Section Fifteen. Effective upon legislative approval of this Agreement, any Protective Services Trainee who has served one (1) full year in such training capacity shall be promoted to his/her target class on a provisional basis, if the failure of the employee to qualify for a permanent promotion is the fault of the Employer.

Section Sixteen. Effective July 1, 2008 any Motor Vehicle Inspector, Motor Vehicle Operator License Agent, Vehicle Weight and Safety Inspector who is assigned to work in an Inspection Lane, or Weigh Station on either a permanent or a rotational basis, shall receive a pay differential of \$.25 per hour for each full hour of such work assignment. Said differential shall not be included in base pay, nor shall this differential diminish an employee's right to payment for overtime work performed.

Section Seventeen. When the employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons therefore. The employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid unless the Employer and employee agree to some other arrangements.

In the event the employee contests whether he/she was actually overpaid the employer shall not institute refund procedures until completion of the grievance/arbitration appeal process.

Section Eighteen. Dog handlers shall be paid a monthly stipend of two hundred dollars (\$200) for canine related duties that cannot be accomplished during normal working hours.

Section Nineteen. (a) All unit classes shall be remunerated according to the Objective Job Evaluation point to pay grade assignment as provided in Section Four of the Agreement between the State of Connecticut and the State Coalition on Pay Equity.

(b) The following Objective Job Evaluation point to pay grade assignments shall be effective beginning June 23, 1995 and as provided in Section 4 of the Agreement between The State of Connecticut and the State Coalition On Pay Equity:

PS,PF,PT GROUP	POINT	RANGE
1	0	90
2	91	114
3	115	121
4	122	135
5	136	146
6	147	162
8	177	190
9	191	206
10	207	222
11	223	239
12	240	256
13	257	270
14	271	285
15	286	304
16	305	325
17	326	348
18	349	374
19	375	401
20	402	419
21	420	435
22	436	462
23	463	489
24	490	515
25	516	543
26	544	570
27	571	596

Section Twenty-one. Premium for Security at Groton/New London Airport. A skill premium of \$.75 per hour for each full hour of work will be provided to Police Officers at Groton/New London Airport for providing firefighting services as well as security services. Such premium shall be treated exclusively as an adder.

Section Twenty-two. 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 \$1.00 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.

Section Twenty-Three.

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

- Field Training Officer
- Firearms Instructor
- Paramedic Preceptor

Employees who have been certified as such instructors and receiving the stipend prior to 6/30/08 shall retain the stipend unless such certification lapses. Effective 7/01/08 expansion of the stipend to other employees obtaining such certifications shall be paid only to those employees designated by the Agency to perform the instructional duties of Field Training Officer, Firearms Instructor or Paramedic Preceptor.

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

ARTICLE 21

CLASS REEVALUATIONS

Section One. The procedure set forth in this Article supersedes the provisions of Section 5-200(n) C.G.S.

Section Two. The Union but not any employee shall have the right to appeal in writing by submitting data, views, arguments, or a request for a hearing relative to reevaluation of a class or classes of positions allocated to the State Compensation Plan. Within sixty (60) days after the receipt of such written data or holding the requested hearing, the Commissioner of Administrative Services or his/her designee shall answer the appeal.

Section Three. The Commissioner shall judge the appeal only with respect to the following criteria:

(a) Whether there was a change in job duties of the class appealed substantial enough that it should have the effect of changing its compensation grade. The Commissioner will not look to changes which occurred prior to the effective date of this Agreement.

(b) Having found a substantial change in job duties, then internal consistency among classes covered by this Agreement based on benchmark classes established by the Commissioner and published as soon as practical after the effective date of this Agreement shall be considered.

Section Four. In any arbitration case arising from such appeal, the mutually agreed upon arbitrator or permanent umpire, who shall be experienced in public sector position classification and evaluation, shall base his/her decision on the criteria set forth in Section Three above. Pay comparability for equal work in other jurisdictions or outside the scope of this Agreement shall not be a basis for the arbitrator's or umpire's decision hereunder. However, the arbitrator may consider pay comparability for equal work in similar occupational areas of employment in the executive branch of the State.

Section Five. Nothing in this Article shall be deemed to prevent the State from instituting a class reevaluation on its own initiative. The Union will be given a two (2) weeks' notice prior to a class reevaluation. Any dispute shall be subject to arbitration in accordance with this Article.

ARTICLE 22

PERMANENT PART-TIME EMPLOYEES

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

ARTICLE 23

METHOD OF SALARY PAYMENT

Section One. 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, 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 nonappealable 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 Two. Advanced Vacation Pay. Upon written request to the Agency, no later than five (5) weeks prior to the commencement of a scheduled vacation period, an employee shall receive such earned and accrued pay for vacation time as he/she may request, such payment to be made prior to the commencement of the employee's vacation period. Such advances shall be for a period of not less than one (1) pay week and shall not exceed the actual length of the approved vacation.

ARTICLE 24

HEALTH INSURANCE

For the duration of this Agreement, the State shall continue in force the health insurance coverage previously effective unless modified through the Health Care Cost Containment process or by mutual agreement of the parties.

ARTICLE 25

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, Veterans' Day, Thanksgiving Day, Christmas Day.

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

Section Three. Holiday Pay. Each full-time permanent employee shall receive pay for the holidays as designated in Section One as follows:

1) When an employee's schedule includes a holiday, but the employee is not obligated to work on that designated holiday, said employee shall receive his/her regular week's pay for the week in which the holiday falls [said holiday pay is equal to eight (8) hours].

2) When an employee is neither scheduled to work, nor called-in on the holiday the employee shall receive a compensatory day of eight (8) hours.

3) If an employee works on the holiday as part of his/her regular schedule, the employee shall receive a compensatory day off plus he/she shall be paid time and one-half for all hours worked on the holiday.

4) An employee who is scheduled to be off on a holiday but is called-in on that holiday shall receive pay at time and one-half for all hours worked plus a compensatory day off.

5) When an employee who is scheduled to work for less than a full day on the holiday, in order to fill out the regular workweek, the employee shall receive pay at time and one-half for all hours worked, plus compensatory time for the difference between eight (8) hours and the actual time worked.

6) Christmas Exception [December 25 12:01 A.M. through Midnight December 26] (a) for all employees who are scheduled to work on Christmas, all hours worked on that day shall be paid at time and one-half plus the employee shall receive straight time pay [eight (8) hours] in lieu of having a compensatory day for the holiday. (b) For all employees called-in to work on Christmas, outside the regular schedule, section 4) supra, shall apply.

7) Except where otherwise provided herein, a compensatory day paid to an employee who actually worked on the holiday, shall be equal to eight (8) hours. Any current stipulated agreements regarding the length of the compensatory day shall be deemed void by virtue of this provision.

8) An employee who is otherwise scheduled to work on a holiday, but at management's direction is instructed not to report for said holiday shall receive 8 hours of holiday pay. If, however, that employee is called in to work on Thanksgiving, Christmas or New Year's Day, that employee shall receive 8 hours of holiday pay and pay at time and one-half for all hours worked on the holiday plus a comp day off. On any other holiday, the employee shall receive 8 hours of holiday pay and a comp day off.

Section Four. Regularly scheduled holiday work for Conservation Enforcement Officers shall be equitably distributed within regions over long periods of time (i.e. approximately one year) consistent with operational requirements.

Regularly scheduled holiday work for Maintainers in the Department of Environmental Protection shall be equitably distributed among employees in the same classification performing similar duties within the same work area (e.g. park, forest) over long periods of time (i.e., approximately one year), consistent with operational requirements.

Section Five. Employees shall be allowed to bank up to but not more than 100 hours of holiday compensatory time. If, at any time an employee's personal compensatory time bank exceeds the 100 hour maximum, the employee shall be paid for the time in excess of 100 hours as soon thereafter as is practicable. Said monies shall be paid at the pay rate in force on the date of the payment. Employees who exceed the 100 hour maximum on the

date of legislative ratification of this Agreement shall arrange with their Agency to eliminate the excess by use of release time and/or payment, but in no case may they continue to bank new compensatory time until their bank is less than 100 hours.

ARTICLE 26

PREGNANCY, MATERNAL AND PARENTAL LEAVE

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

Up to three (3) days of paid leave, deducted from sick leave, will be provided to an employee in connection with the birth, adoption or taking custody of a child.

Parental Leave. The provisions of C.G.S. Sec. 5-248a (and amendments thereto) and the regulations appurtenant thereto, as they apply to parental leave, shall apply. 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 parental leave provisions of C.G.S. 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 27

VACATIONS

Section One. For employees on the payroll June 30, 1977, the present vacation schedule as provided in C.G.S. Section 5-250 and the appurtenant Regulations shall remain in force, except that employees who have completed twenty (20) years of service shall earn paid vacation credits at the rate of one and two-thirds (1-2/3) work days for each completed calendar month of service. For employees hired on or after July 1, 1977, the following vacation leave shall apply: zero (0) to five (5) years, one (1) day per month; over five (5) years and under (20), one and one-quarter (1-1/4) days per month; over twenty (20), one and two-thirds (1-2/3) days per month.

Section Two. Employees are encouraged to take at least two (2) weeks or equivalent of vacation per year. Employees shall be able to schedule earned vacation subject to Agency operating needs. Employee requests to pre-schedule vacation shall not be unreasonably denied. Requests by more senior employees will not be denied solely on the basis of granting vacation time to less senior employees. Supervisors are encouraged to approve leave requests where possible. No employee will carry over more than ten (10) days of vacation leave to the next year, except in extraordinary situations and with the permission of the Agency. For employees hired on or before June 30, 1977, the maximum accumulation of vacation leave shall be one hundred twenty (120) days. For employees hired on or after July 1, 1977, the maximum vacation accumulation shall be sixty (60) days.

ARTICLE 28

SICK LEAVE AND OTHER LEAVES OF ABSENCE

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

Section Two. A bonus day will be added to the sick leave bank of any employee if no sick leave is used in any six (6) month period of July 1 to December 31, or January 1 to June 30. For purposes of this Section, Funeral Leave and Injury Leave (supplemented by Sick Leave) of less than two (2) weeks shall not preclude the bonus day.

Section Three. Upon the 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.

ARTICLE 29

PERSONAL LEAVE

Each full-time permanent bargaining unit employee shall be entitled to three (3) personal leave days with pay in each calendar year. Each permanent part-time employee shall receive the entitlement to personal leave days on a pro-rata basis.

Personal leave shall be for the purpose of conducting private affairs, including observance of religious holidays, and shall not be deducted from vacation, holiday time, sick leave credits or any other leave time. Personal leave days not taken in a calendar year shall not be accumulated.

ARTICLE 30

LEAVE ACCRUALS

Section One. For the purpose of facilitating the bookkeeping mechanism implemented by the employer, each employee's accumulated leave balances (e.g. vacation, sick leave, personal leave, earned time) as of September 30, 1979 shall be converted from

days to hours, and all future accumulations will be recorded on an hourly basis. Said conversions and future accumulations shall be implemented in such a manner, consistent with each employee's work schedule, so as to continue the present level of leave benefits, and is not intended to diminish, alter or amend any benefit or accrual.

Section Two. The previous Section notwithstanding, employees who are regularly assigned to a forty (40) hour workweek as specified in Article 18, Section 7, shall accrue leave benefits on the basis of (1) day equals eight (8) hours.

ARTICLE 31 MILITARY LEAVE

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

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

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

ARTICLE 32 CIVIL LEAVE

Civil leave (not jury duty) for any purpose other than State-related business shall not be treated as time worked. If a court appearance is required as part of the employee's work and requires the employee's presence beyond his/her normal work day, all such time shall be paid in accordance with Article 18, Section 4. It is understood that this provision shall apply to an employee who is subpoenaed to appear in court primarily because of his/her employment role.

ARTICLE 33 RETIREMENT

The terms and conditions of employee retirement benefits are contained in a separate agreement between the State and Union.

ARTICLE 34 BARGAINING UNIT WORK

Section One. Employees shall perform such duties as are required by their job specifications and shall not normally be required to perform work which is inconsistent with the overall purpose of the job class.

Section Two. The employer agrees that there shall be no part-timing of full-time employees or positions, except with the concurrence of the employee. Part-time employees shall not replace any bargaining unit employee.

Section Three. Non-bargaining unit employees shall not perform bargaining unit work so as to terminate or replace bargaining unit employees or positions, except for temporary unforeseen emergencies.

Section Four. Bargaining unit employees shall not normally be supervised by temporary or seasonal employees, unless in the State employer's judgment there is a need for special skills or background or such assignment will enhance operational efficiency.

ARTICLE 35

SHIFT AND WORK LOCATION

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

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

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

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

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

Section Two. When a vacancy is to be filled, the agency will review the qualifications and work records of employees seeking lateral transfer to the shift or work location where the vacancy exists. Of those applicants who are equally qualified for the vacancy, preference will be given to the employee with the greatest seniority in that classification.

Section Three. This Article shall not be deemed to limit the agency's right to fill a vacancy by some other means other than lateral transfer when the need for training, operational efficiency, staffing and service requirements, need for special skills or background, or compliance with Federal or State programs so dictate. The Union or the most senior qualified employee who has requested transfer to the vacancy, if adversely affected, shall be given a written explanation, if so requested. The Union may grieve concerning unreasonable denial to qualified transfer applicants.

Section Four. An appointing authority wishing to transfer an employee who has not volunteered for such transfer shall notify the employee in writing, and, except in an

emergency, shall provide at least two (2) weeks' advance notice. To the extent practicable, involuntary transfers shall be made on the basis of inverse seniority.

Section Five. In all other matters of transfers not superseded by this Article, the current practice will remain in force.

ARTICLE 36

SHIFT DIFFERENTIAL

Section One. Employees in Salary Group PS 16 and below shall be entitled to shift differential payments for all hours worked between the hours of 6:00 P.M. and 6:00 A.M. and for all shifts that are characterized by the fact that fifty percent (50%) or more of the hours are between the 6:00 P.M. and 6:00 A.M. parameters.

Section Two. Shift differential shall be included in pay for vacation, holiday and leave time provided that the employee would have been eligible had he/she not been absent.

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

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

ARTICLE 37

CONTRACTING OUT

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

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

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

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

ARTICLE 38

VEHICLE POLICY

When an assigned vehicle is not available due to an accident, maintenance or repairs, or any other similar reason, a replacement vehicle will be provided. Every effort will be made to provide a comparably equipped vehicle.

ARTICLE 39

UNIFORMS

Section One. During the life of this Agreement, the State will not increase the cost to employees for uniforms and equipment. There shall be no downgrading in the quality of current uniforms and/or equipment issued to employees during the Contract term.

Section Two. The State shall issue four (4) new work uniforms to the Environmental Protection Regional Fire Control Officers, which uniforms shall have the Department of Environmental Protection patches with "Fire Control Officer" rockers.

Section Three. Within the Department of Environmental Protection, all new, permanent Environmental Protection Parks and Recreation Supervisor 1,2 and 3 shall be issued a complete uniform at the time of appointment (or as soon thereafter as possible) and replacement as needed. The department shall continue its current practices with respect to alterations and cleaning of all issued uniforms.

Section Four. The employer reserves the right to determine the uniform which it will require. The Union may submit recommendations as to uniform styles. Disputes over any safety aspects of the designated uniform may be subject to the grievance and arbitration procedure.

Section Five. Firefighters who have not been issued dress uniforms by the State, and who chose to purchase such a uniform shall be entitled to reimbursement of 70% of the cost of said purchase, provided that no employee shall be entitled to more than \$130. The employee must submit a receipt of purchase in order to receive reimbursement.

A joint committee of three (3) Union representatives and three (3) Employer representatives shall be appointed for the purpose of drafting specifications for appropriate dress uniforms.

ARTICLE 40

TRAVEL REIMBURSEMENTS

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

Breakfast	\$ 6.00
Lunch	\$ 8.00
Dinner	\$18.00
Miscellaneous	\$ 5.00

The standard state travel regulations in force on January 1, 1990, shall be incorporated by reference, except as superseded herein.

An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the GSA rate. As U.S. General Services Administration adjusts this rate, the State will utilize the adjusted rate within thirty days of such adjustment.

ARTICLE 41

HYPERTENSION

Section 5-145a C.G.S. is amended to include peace officers covered under Section 29-18, 29-18a, 29-18b, C.G.S. or Section 26-5 C.G.S. and full-time firefighting personnel.

Bargaining Unit employees otherwise covered by Section 5-145a C.G.S., upon initial employment, shall be given a physical examination by the State within thirty (30) days of employment. Should the employer fail to give such an examination, the employee shall be deemed to have successfully passed a physical examination for the purpose of Section 5-145a C.G.S. On the effective date of this Agreement, employees for whom there is no record of a physical examination shall be deemed to have successfully passed a physical examination for the purposes of Section 5-145a C.G.S.

ARTICLE 42

MISCELLANEOUS ARTICLE

Section One. Except where varied in this Agreement, the State will continue in force its written rules and regulations with reference to:

- (a) Insurance coverage (unless changed by mutual agreement);
- (b) Workers' compensation;
- (c) Death benefits.

Section Two. Notwithstanding the provisions of the Entire Agreement Article, any written agency policy which concerns mandatory subjects of collective bargaining and which was continued in force by the agency head or his/her designee at the time of ratification of this Agreement shall not be canceled unless such policy is inconsistent with the terms of this Agreement without first negotiating such change with the Union.

Section Three. References in this Agreement to "rules and regulations" refer to the "Blue Book" Regulations of the Personnel Policy Board effective July 1, 1975. Such references include also all applicable General Letters and Q-items.

Section Four. Hazardous Duty. The Union, and not any individual employee, shall upon request, be granted a hearing by the Director of Labor Relations or his/her designee concerning a claim for hazardous or unpleasant duty pay differential. Disputes under this Section shall not be subject to the Grievance and Arbitration Article. It is herein determined that where the decision is to provide the differential, said shift differential will be paid for hours worked in the hazardous or unpleasant duty at a rate of \$.50 per hour. The Office of Labor Relations will retain an official record of such designated individual situation.

Section Five. Seniority Lists. September 1 is the target date for completion of class seniority lists.

Section Six. Employees hired on or before June 30, 1979, without being required to be a resident of the State of Connecticut shall not be so required during the life of this Agreement.

Section Seven. Funeral Detail. In the event of the death of a member of the bargaining unit in the line of duty, up to six (6) employees in the same job series, or, in the alternative, the same agency, shall be granted time off to attend the funeral. Department heads shall be notified a reasonable time in advance. Personnel attending funerals for other law enforcement officers or fire fighters, where the Union has determined that a funeral detail is necessary, shall be permitted to wear their uniform to such services.

Section Eight. Employees may grieve the arbitrary denial of permission to engage in outside employment.

Section Nine. During the term of this Agreement the Department of Environmental Protection will allow the Conservation Officers to use assigned vehicles while off-duty subject to those rules, regulations and orders promulgated by the Commissioner of the Department of Environmental Protection. This specific provision of this Article shall sunset upon expiration of this Agreement.

ARTICLE 43

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 Miscellaneous Article, Sections 1 and 2 and the State Employees Labor Relations Act (Chapter 68 of the Connecticut General Statutes), and no such provision shall be deemed to have been vitiated by reason of this Article.

ARTICLE 44

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.

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

ARTICLE 45

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(b) of the Connecticut General Statutes. The State employer shall request such approval as provided in said Section 9. If the legislature rejects such request as a whole, the parties shall return to the bargaining table.

ARTICLE 46
SAVINGS CLAUSE

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

ARTICLE 47
MEALS AND HOUSING

Section One. Meals. Rates charged to employees for meals at State agencies with employee dining facilities shall be as follows:

Breakfast	\$2.50
Lunch	\$4.00
Dinner	\$4.00

Section Two. Housing. The employer 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 State will continue to take into consideration whether the housing is located on the grounds of the State institutions, when determining rental values.

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

ARTICLE 48
DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 2008 and shall expire on June 30, 2011. Unless otherwise stated to the contrary changes to language provisions shall take effect upon legislative approval.

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

The provisions of CGS 5-270, et seq., and the regulations thereto notwithstanding, the next window period for this bargaining unit shall be no earlier than August 2010.

MEMORANDUM OF UNDERSTANDING - I

RE: DONATION OF VACATION AND PERSONAL LEAVE

This is to confirm the parties' understanding reached in negotiations (effective May 1, 1990) 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.

Said benefit shall be subject to review and approval by the Commissioner of Administrative Services and shall be applied in accordance with uniform guidelines as may be developed by such Commissioner.

MEMORANDUM OF UNDERSTANDING II (New)

RE: ARTICLE 35- SHIFT AND WORK LOCATION

The State and the Union agree that the following procedures shall apply to the implementation of new shift and work location posting plans or modifications to existing shift and work location plans.

1. All current shift and work location plans shall remain in effect until or unless replaced by a plan that has been reached by mutual agreement of the parties or arbitrated pursuant to this understanding.
2. Between July 1, 2008 and September 1, 2008 the Union or any agency with an existing Shift Work Location (SWL) plan may notify the other that it wishes to modify said plan.
3. The party issuing said notice shall copy the Office of Labor Relations on such notice. Failure to serve such notice shall automatically continue the existence of said SWL plan. If either party wishes to modify its SWL plan during the life of this Agreement, it shall give the other party and OLR notice of its desire to commence negotiations. Said negotiations shall commence within 30 days of receipt of said notice.
4. The Union and the Office of Labor Relations shall commence negotiations over the development and implementation of an agency SWL plan. Any agency that does not offer a plan to its employees, or any unit thereof, shall be considered to have filed notice as set forth above.
5. All agency plans reached by agreement shall be submitted to OLR for final approval. The OLR shall notify the Union of such approval.

6. The parties may reach an agreement that includes any element that is not otherwise prohibited by law, or requires legislative approval. This includes any other elements that may be considered inappropriate for a final plan SWL proposal as set forth below.
7. Negotiations shall continue until agreement is reached but on the first of December 1, 2008 if agreement has not been reached, each side shall serve on the other a final SWL plan proposal. Any arbitrator selected by mutual agreement shall choose between the final SWL plan proposals offered by the parties. Unless otherwise agreed, the AAA rules shall apply in providing a list from which to strike arbitrators if the parties cannot otherwise agree to an arbitrator.
8. No final plan proposal shall be deemed appropriate for arbitral consideration if it includes any of the following elements:
 - a) Bidding on any basis other than seniority.
 - b) A delay of the implementation of a bid in excess of two (2) pay periods following the completion of the bidding process.
 - c) Preferred bidding rights on the basis of steward status.
 - d) Mandatory relocation of permanent employees during a working test period.
 - e) Requiring an increase in overtime costs by the agency.
 - f) Requiring legislative approval.
 - g) Exemption of employees for any reason other than requirement of law or business necessity.
9. Each side may utilize up to three (3) hours for its presentation and rebuttal at arbitration. The party to present first shall be the party having served notice upon the other party as set forth above. The Union will present its position first in any case involving an initial SWL plan within an agency. This procedure shall not follow the formal rules of evidence.
10. The parties may make oral argument, call witnesses, and/or submit written arguments in support of their final SWL plan proposal. Briefs shall be postmarked to the arbitrator within three (3) weeks following the hearing. Upon receipt of the parties' briefs, the record shall be deemed closed. No further proposals or reply briefs shall be submitted thereafter.
11. An arbitrator's decision shall be based upon a standard of reasonableness. In reaching said decision, the arbitrator shall consider the following criteria, including, but not limited to the impact upon patient, clients, students or other consumers served by the agency; the impact upon the employer, and the impact upon the individual employees. The arbitrator shall not be empowered to direct the employer to hire additional staff. Said SWL shall be implemented within 60 days of receipt of award.

MEMORANDUM OF UNDERSTANDING - III
RE: ARTICLE 11 - SECTION FOUR

Reference is made to the provision of Article 11, Section 4. The parties reaffirm their commitment to provide, whenever possible, for the assignment of at least two officers to those incidents in which there is a recognized threat of violence. At the same time they acknowledge that assignment of two officers may in fact be unnecessary when sufficient alternatives provide a comparable measure of safety. For example, the transportation of a prisoner may not, in all cases, demand use of two officers, particularly where movement is within a sterile environment(s) or where other facts, such as prisoner age or physical condition, availability and/or use of handcuffs, leg irons and in place restraint are sufficient to insure officer safety in the situation.

In any case however, management shall fully and sympathetically consider the stated concerns of the effected employee.

MEMORANDUM OF UNDERSTANDING- IV (NEW)

The State of Connecticut agrees to send the following classes to the Master Evaluation Committee (MEC) during the term of this agreement:

- 1) Police Sergeant
- 2) Police Detective
- 3) Motor Vehicle Sergeant
- 4) Motor Vehicle Weight and Safety Inspector
- 5) Buildings and Grounds Patrol Officer
- 6) Buildings and Grounds Lead Patrol Officer
- 7) Buildings and Grounds Supervising Patrol Officer.

The Department of Administrative Services (DAS) shall make good faith efforts during the term of this Agreement to review these classes.

The Union shall not seek to have any other classes reviewed unless there has been a substantial change in the duties of existing classes or the State develops new job classes.

Those are the only two exceptions to this moratorium on MEC appeals.

MEMORANDUM OF UNDERSTANDING - V

RE: ARTICLE 19 - SECTIONS SEVEN, EIGHT AND NINE

Article 19, Sections 7, 8 and 9 address premium payment for personnel assuming Officer In Charge status. The intent of this language is to compensate an individual when performing intermittently in the capacity of “Officer In Charge” due to the absence of the individual who holds such position.

This provision (Sections 7, 8 and 9) is not intended to be utilized to avoid promotion or temporary service in a higher class. The intent is clearly for coverage during absence and not for long term replacement due to termination, resignation or retirement.

MEMORANDUM OF UNDERSTANDING – VI

RE: REVIEW OF PREMIUM PAYMENTS

The State shall submit classes to OJE for review of need for the continuation of premium payments.

If the OJE Master Committee determines that the premium is no longer justified, because the service has been determined to be part of the compensation for the classification specification; or would not justify additional salary adjustment, then the premium shall terminate at the close of the fiscal year within which the classification is studied by the Master Committee.

MEMORANDUM OF UNDERSTANDING – VII

RE: ARBITRATION PANEL

The parties agree that the arbitration panel referenced in Article 16, Section Nine, shall be expanded to include five (5) arbitrators, from which a specific arbitrator shall be selected on a rotational basis. Each party retains the right following three (3) case experiences to strike any particular arbitrator from the panel. In that case, a replacement arbitrator shall be jointly agreed upon to replace each rejected arbitrator.

MEMORANDUM OF UNDERSTANDING - VIII

**RE: CHILD ABUSE PREVENTION AND TREATMENT (CAPTA)
DEPARTMENT OF CHILDREN AND FAMILIES (DCF)**

During the course of the collective bargaining negotiations for a successor agreement to the Agreement expiring June 30, 1999, the parties discussed at great length a process and program know as "Hot Line". This program has been patterned and developed under the guidance of the U.S. Department of Health and Human Services.

Public Law 104-235 authorized the annual award of funds to States that submit plans meeting certain eligibility criteria.

One such criterion is assurances that an appeals process be in place. It is herein affirmed that DCF will have in place an appeals process available to individuals alleged to have committed child abuse or neglect.

The above reference "appeals process" shall be published and distributed to DCF employees (PSEC members) to ensure knowledge of and availability to the process. It is furthermore, affirmed that provisions will be in place to expunge records used for purposes of employment or background checks in cases that are either abandoned during the investigation process or determined to be unsubstantiated or false. Expunge as used herein shall be defined consistent with the term "voided" as specified in Article 8, Section 3 of the collective bargaining agreement.

**MEMORANDUM OF UNDERSTANDING IX
RE: ARTICLE 20, SECTION FOURTEEN (b)**

The parties have agreed the Environmental Protection Maintainers required by the Agency to operate Special/Heavy Equipment shall comply with all Federal and State rules and regulations necessary for the operation of such equipment. Environmental Protection Maintainers designated by the Agency to operate such equipment shall be provided three opportunities to achieve compliance with applicable Federal and State requirements and regulations. Failure to achieve such compliance within six months of notification of such requirements shall result in a non-disciplinary separation from state service.

Employees subject to said separation shall be eligible for transfer to an approved vacancy in the same or comparable class within the department or Agency in which the employee works, which in the judgment of the State employer, the employee is qualified to fill, and which the Agency has authorization to fill. If separated the employee may be eligible for reemployment if compliance with Federal and State requirements is achieved within one year from date of separation. Upon receiving written notice of compliance by the employee within the one year period, the employer shall identify an available vacancy, in State service, the employer is authorized to fill and the employee is deemed qualified to fill. If no such vacancy exists, the employee shall be placed on a reemployment list, per C.G.S. 5-241 and the appurtenant state regulation thereto, for any position within the classification in which the employee held permanent status, or any position the employee is otherwise deemed qualified to fill.

MEMORANDUM OF UNDERSTANDING X
RE: ARTICLE 20, SECTION THIRTEEN (d)

The parties have agreed an employee designated by the Agency as required to be certified as a Medical Response Technician (MRT) shall be provided three opportunities to achieve the required certification. Failure to achieve such required certification within six months of notification of such requirements shall result in a non-disciplinary separation from state service.

Employees subject to said separation shall be eligible for transfer to an approved vacancy in the same or comparable class within the department or Agency in which the employee works, which in the judgment of the State employer, the employee is qualified to fill, and which the Agency has authorization to fill. If separated the employee may be eligible for reemployment if compliance with state certification requirements is achieved within one year from date of separation. Upon receiving written notice of compliance by the employee within the one year period, the employer shall identify an available vacancy, in State service, the employer is authorized to fill and the employee is deemed qualified to fill. If no such vacancy exists, the employee shall be placed on a reemployment list per C.G.S. 5-241 and the appurtenant state regulation thereto, for any position within the classification in which the employee held permanent status, or any position the employee is otherwise deemed qualified to fill.

LETTER OF UNDERSTANDING

March 29, 2004

Mr. Timothy A. Scott, President
PSEC
705 North Mountain Road
Newington, CT 06111-1411

RE: Article 36 Shift and Weekend Differential

Dear Mr. Scott:

Effective the pay period including July 1, 2005 employees will become eligible for the payment of a weekend differential as provided by Article 36, Section Four. It is understood that employees who are employed effective June 30, 2005 shall be entitled to this differential; however those employees hired July 1, 2005 or thereafter and are in salary grade PS 16 or higher shall not be eligible for said differential. It is likewise understood that if a classification is upgraded to grade PS 16 or higher, on or after July 1, 2005, that employees in that position shall not be eligible for the differential.

Truly,
Robert L. Curtis
Assistant Director of Labor Relations
Concur: Timothy A. Scott, President, PSEC

**MEMORANDUM OF UNDERSTANDING
CONCERNING
ARTICLE 16: GRIEVANCE PROCEDURE**

The parties have reached the following agreement concerning Article 16, Section 6 (Step 2) of the grievance procedure:

In cases involving disciplinary action, the Union will include a copy of the discipline notice with the grievance that is submitted to Step 2. The failure of the Union to provide a copy of said notice shall not, standing alone, constitute a jurisdictional bar to Step 2 and/or arbitration.