

AGREED UPON LANGUAGE CHANGES

Article 3, Section 4

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Appendix D, Leave Donation

ARTICLE 3
NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 4. Americans with Disabilities Act. Notwithstanding any provision of this agreement to the contrary, the Employer will have the right and duty to take all actions necessary to comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 2101, et seq. (ADA). Upon request the Employer will meet and discuss specific concerns identified by the Union; however, this shall not delay any actions taken to comply with the ADA.

ARTICLE 7
UNION RIGHTS

Section 8. Union Leave. Not more than one (1) employee elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year which may be granted subject to the approval of the Director of Personnel and 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.

ARTICLE 10
SENIORITY

Section 1. Seniority for Length of Vacation and Longevity. For the purpose of computing longevity and length of vacation leave, seniority shall be defined as indicated below service, with the inclusion of CGS Section 5-255 and 256, including military service.

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- A. **Total Service, Longevity.** The calculation of service for purposes of longevity benefits shall be based upon total State service, including paid leave and war service.

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- B. Total Service, Longevity.** The calculation of service for purposes of longevity benefits shall be based upon total State service, including paid leave and war service.

ARTICLE 10 SENIORITY

Section 2. Seniority for Vacation Scheduling and Transfer. Seniority shall be defined as length of total service in each class from date of permanent appointment to such class, subject to the provisions of Section 3, "Seniority and Working Test Period," of this article, and shall apply as follows:

- A. **Vacation Scheduling.** In the event of conflicting schedules of vacation leave as determined by the operating needs of the facility or institution, class seniority shall be the determining factor. Ties shall be broken utilizing the employee's employee number. The employee first hired and assigned an employee number by the State of Connecticut has the higher seniority.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 6. Grievance Procedure: Steps

Step III. Director of Labor Relations or Designee. An unresolved grievance maybe appealed to the Director of Labor Relations within seven (7) days of the date that the Step II response is due. Said Director or his/her designated representative shall hold a conference within forty-five (45) days of receipt of the grievance and issue a response within ten (10) days of the conference. The local union president or his/her designee, staff representative and steward may be present at the Step III level.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 11. Job Classification Disputes. Disputes over an employee's job classification (reclassification grievances) shall be subject to the grievance procedure but shall not be arbitrable. The third step of the reclassification grievance shall be the Commissioner of Administrative Services or designee and the final step shall be appeal to a three (3) person panel consisting of personnel officers from each of two (2) State agencies, each of which has more than one hundred (100) employees, and one (1) designee of the Union who is experienced in the area of job classification.

ARTICLE 16
TEMPORARY SERVICE IN A HIGHER CLASS

Section 1. Temporary Assignment to Higher Class. An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first consecutive work day, be paid for such actual work retroactive to the first day of such work at the rate of the higher class as if promoted thereto, provided such assignment is approved by the Commissioner of Administrative Services or designee.

ARTICLE 16
TEMPORARY SERVICE IN A HIGHER CLASS

Section 3. Notice of Assignment. 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 or designee in writing..

ARTICLE 16
TEMPORARY SERVICE IN A HIGHER CLASS

Section 4. Reassignment to Former Position. If on or after the thirty-first consecutive working day of such service, the Commissioner of Administrative Services or designee has not approved the assignment, the employee upon request shall be reassigned to his/her former position, subject to the provisions of Section 5, "Appeal Procedure," of this article.

ARTICLE 16
TEMPORARY SERVICE IN A HIGHER CLASS

Section 5. Appeal Procedure. In the event the Commissioner of Administrative Services or designee 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 as provided in Article 12. The form certifying the assignment will specify the rights and obligations of the parties under Sections 4 and 5.

ARTICLE 17
COMPENSATION

Section 11. License Fees. The Employer shall reimburse employees in all classifications for the cost(s) of licenses and/or certificates required by the Employer as a condition of employment except that the cost of a Class 2 driver's license (non-CDL) shall not be reimbursed. Requests for reimbursement shall be processed upon presentation of a validated license and proof of costs and payment.

ARTICLE 18
CLASS RE-EVALUATION (UPGRADING)

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

ARTICLE 18
CLASS RE-EVALUATION (UPGRADING)

Section 2. Classification Appeal Procedure. The Union, and not any individual employee, shall have the right to appeal in writing, on forms provided by the State, reevaluation of a class. Within sixty (60) days after the filing of such appeal, the Commissioner of Administrative Services or his/her designee(s) (currently the Office of Labor Relations) shall conduct a hearing on the appeal and shall answer the appeal within thirty (30) days after the hearing is held. If the appeal is denied, or if no answer is given within ninety (90) days after the submission of the appeal, the Union, and not any individual employee(s), may submit the appeal to final and binding arbitration. Such submission must be made within one hundred five (105) days after the submission of the appeal, and in all other respects must conform to the requirements in Article 12, "Grievance Procedure." The arbitrator must be competent in public sector job evaluation, classification and compensation. The parties will seek to agree on a closed panel of arbitrators for this purpose.

ARTICLE 21
HOLIDAYS

Section 2. Effect of Statute Governing Holidays. Unless superseded in this Article, the provisions of CGS Section 5-254 and the appurtenant regulations shall continue in force.

ARTICLE 21 HOLIDAYS

Section 4. Work on Holidays Other than Thanksgiving, Christmas. Each employee whose job requires him/her to work on a holiday other than Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, Lincoln's Birthday, or Washington's Birthday, and who works as scheduled on a holiday which falls on his/her regular work day shall receive a compensatory day off or a day's pay at straight time in addition to his/her regular week's pay. At the beginning of each fiscal year, the employer will elect cash or time off for all such holidays.

**ARTICLE 21
HOLIDAYS**

Section 5. Work on Thanksgiving, Christmas, New Year's Day. Each employee whose job requires him/her to work on Thanksgiving, Christmas, or New Year's Day, shall be paid at the rate of time and one-half his/her regular hourly rate for all hours worked on the holiday in addition to his/her regular pay for the day in lieu of compensatory time.

**ARTICLE 21
HOLIDAYS**

Section 6. Work on Martin Luther King Day, Lincoln's Birthday. Each employee whose job requires him/her to work on Martin Luther King Day, Lincoln's Birthday, or Washington's Birthday shall be paid at the rate of time and one-half for all hours worked on the holiday in addition to his/her regular pay for the day. The employee may take compensatory time off in lieu of the holiday pay.

**ARTICLE 21
HOLIDAYS**

Section 8. Holiday Dates of Observance.

Seven Day Coverage. Employees who are assigned to areas that require seven (7) day coverage, for purposes of this Article shall observe holidays as follows:

Christmas Day	December 25
New Year's Day	January 1
Independence Day	July 4

All other holidays shall be observed on the dates designated by the State.

ARTICLE 23
LABOR MANAGEMENT COMMITTEES

Section 1. Committees. Not less than four (4) times each year, if needed, a Labor Management Committee representative of the Bargaining Unit, consisting of not more than ten (10) persons selected by each party, shall meet at the departmental level to discuss matters of mutual concern.

A. Department Level. The ten (10) Union representatives shall be picked by the Union. There shall be not be more than three Union Representatives from any one work location.

ARTICLE 23
LABOR MANAGEMENT COMMITTEES

Section 1. Committees. Not less than four (4) times each year, if needed, a Labor Management Committee representative of the Bargaining Unit, consisting of not more than ten (10) persons selected by each party, shall meet at the departmental level to discuss matters of mutual concern.

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

<u>Facility</u>	<u>Number</u>
Osborn	6
Enfield	6
Cheshire (CCC)	6
Manson Youth	6
CRCI	6
New Haven	5
Hartford	5
<u>Facility</u>	<u>Number</u>
Bridgeport	5
Brooklyn	3
J.B. Gates	3
Community Services	3
Webster	
Willard-Cybulski	6
Northern	5
MacDougall-Walker	8
Bergin	3
Garner	6
Corrigan-Radgowski	6
York	6

ARTICLE 26
RETIREMENT, INSURANCES AND LEAVES

Section 2. Insurance and Leaves. Except where varied in this Agreement, the State will continue in force its written rules and regulations presently in effect with reference to:

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RETIREMENT, INSURANCES AND LEAVES

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- E. Death benefits. Upon death of an employee on the active payroll 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 35
BOARD OF PAROLE

Section 7. Vehicles.

ARTICLE 35
BOARD OF PAROLE

Section 11. Weekend Assignments.

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

ARTICLE 35
BOARD OF PAROLE

Section 11. Weekend Assignments.

C. Days Off

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

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

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

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

ARTICLE 35
BOARD OF PAROLE

Section 12. Workweek. Effective upon the first day of the pay period following legislative approval of this Agreement, Board of Parole employees shall work a forty (40)-hour unscheduled workweek consisting of five (5) consecutive eight-hour days Monday through Friday except as modified above. The workday must begin between 8am and 10am for Field Services Division and 7am and 9am for Hearings Division except that a supervisor may pre-approve an earlier or later start time. Employees may elect either a thirty (30) or forty-five (45) minute lunch period.

A. Evening Assignments. In the Field Services Division, each Parole Officer may be assigned to work one evening each week as follows:

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

ARTICLE 35
BOARD OF PAROLE

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

ARTICLE 36
GENERAL PROVISIONS

Section 2. Printing of Agreement. The parties will share equally the cost of printing the Agreement in booklet form by a U.S. Union printer. Purchase of services to accomplish such printing will be accomplished by the Union.

ARTICLE 36
GENERAL PROVISIONS

Section 6. Hazardous duty. The Union, and not any individual employee, shall, upon request, be granted a hearing by the Commissioner of Administrative Services or 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.

ARTICLE 36
GENERAL PROVISIONS

Section 8. Transporting Inmates. In clarification of CGS Section 5-173(a), persons employed in the Department of Correction with the “Correction” in their job title who, as a regular part of their job, transport prisoners or parolees to or from any institution listed in said Section shall be deemed to be engaged in guard or instructional duties at any such institution.

APPENDIX D
MEMORANDA OF UNDERSTANDING
A.D. 2.11 EXCEPTIONS

LEAVE DONATION

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 has at least six (6) months of State service and has achieved permanent status and has exhausted his/her own accrued paid time off, who is suffering from a long term or terminal illness or disability. 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.