

SUBMITTED ISSUES OF THE UNION

FOR A

SUCCESSOR AGREEMENT

TO THE 2004 – 2008 NP-4 AGREEMENT

Union Proposal Arbitration 1

Article 12, Section 9. (A) Arbitration. Effective July 1, 2008 from receipt of a Step III response, or if no response within [sixty (60)] days of the due date, grievances, during the life of this Agreement, shall be submitted for arbitration as follows:

A. Dismissals.

1. Submission shall be to the Connecticut Board of Mediation and Arbitration by letter, postage pre-paid, addressed to the Board; a copy of such letter will also be mailed concurrently to the Office of labor Relations by certified mail;

Union Proposal Arbitration 2

2. **Cost Allocation.** Effective July 1, 2008, and for each year of this Contract, the State shall allocate ~~\$5,000.00~~ [**\$2,500.00**] to cover the cost of arbitration

[submission per the State Board of Mediation and Arbitration rules per case]. Unexpected funds in any contract shall carry over into the next contract year. Should the yearly allocation and the carry over funds combined be insufficient to pay for cases in any contract year, the parties agree to share equally in the per case submission cost.

3. **[Arbitrators shall be assigned by the SBMA to hear dismissal cases per the State Board of Mediation and Arbitration rules.]**

[Dismissal cases already submitted to the Board under previous contract provisions shall be resubmitted to the Board per the State Board of Mediation and Arbitration rules for SBMA services.]

Union Proposal Arbitration 3

B. Other Discipline and Contract Interpretations

- 1) **[Submission shall be to the Connecticut Board of Mediation and Arbitration by letter, postage prepaid, addressed to the Board; a copy of such letter will also be mailed concurrently to the Office of Labor Relations by Certified Mail.]**
- 2) **Arbitrators shall be assigned by the Board to hear cases other than dismissals per the Board rules.**

Union Proposal Arbitration 4

- 3) **Cost Allocation.** Effective July 1, 2008, and for each year this contract, the State shall allocation \$2,500.00 to cover the cost of arbitration submissions per the State Board of Mediation and Arbitration rules.

[Should the yearly allocation and the carryover funds combined be insufficient to pay for cases in any contract year, the parties agree to share equally in the per case submission cost.]

Union Proposal Arbitration 5

- 6) [Cases other than dismissals already submitted to OLR shall be resubmitted by letter to the SBMA for arbitration services under the SBMA rules by the Union.]**

Union Proposal Arbitration 6

A copy of such letter will also be mailed concurrently to the Office of Labor Relations.] [The Union submission fee will be paid for out of the funds allocated under Section 9, B, 3 of this Article.

Union Proposal Arbitration 7

- [C. Arbitrability. A party raising an issue or arbitrability shall do so per the State Board of Mediation and Arbitration rules.]**

Union Proposal Arbitration 8

- [D. Expedited Cases. A party can expedite a case per the rules of the State Board of Mediation and Arbitration.]**

Union Proposal Arbitration 9

- E. Pending Cases.** The parties agree, immediately upon legislative approval of this Agreement, if not beforehand, to meet and discuss the backlog of pending arbitration cases with the goal of resolving, thereby reducing, the numbers of same.

Union Proposal Arbitration 10

- G. Postponements.** In any individual Arbitrations case, the parties can postpone per the rules of the State Board of Mediation and Arbitration.

Union Proposal Arbitration 11

Article 12, Section 14. Arbitration Decisions are precedent setting for Prohibitive practice complaints before Labor Department.

Union Proposal Arbitration 12

Article 13, Section 3. A. Implementation of a Suspension. Effective July 1, 2008 the implementation of a suspension action by the employer shall be forestalled until the Arbitration Award has been rendered regarding the grievance filed under Article 13 of the grievance process.

Article 17, Section 1. Salaries.

A. General Increases. Employees shall receive pay increases as follows :

Union Proposal Arbitration 13

- (1) Effective the pay period including July 1, 2008, the base annual salary of all employees shall be increased by seven percent (7.0%).

Union Proposal Arbitration 14

- (2) Effective the pay period including July 1, 2009, the base annual salary of all employees shall be increased by seven percent (7.0%).

Union Proposal Arbitration 15

- (3) Effective the pay period including July 1, 2010, the base annual salary of all employees shall be increased by seven percent (7.0%).

Union Proposal Arbitration 16

- (4) Effective the pay period including July 1, 2011, the base annual salary of all employees shall be increased by seven percent (7.0%).

Article 17, Section 2. Annual Increments. Employees will continue to be eligible for and receive annual increments during the term of this contract.

Union Proposal Arbitration 17

1. Annual increments for 2008-2009 shall be on time.

Union Proposal Arbitration 18

2. Annual increments for 2009-2010 shall be on time.

Union Proposal Arbitration 19

3. Annual increments for 2010-2011 shall be on time.

Union Proposal Arbitration 20

4. Annual increments for 2011-2012 shall be on time.

Union Proposal Arbitration 21

Article 17, Section 4. (A) Longevity. The longevity schedule is appended under Appendix B(1), and it will go into effect on July 1, 2008.

Article 17, Section 6

Union Proposal Arbitration 22

B. Effective July 1, 2008, the night shift differential shall be increased by ten (10) cents per hour. Shift differential will only be paid when an employee is actually working.

Union Proposal Arbitration 23

C. Effective July 1, 2009, the night shift differential shall be increased by ten (10) cents per hour. Shift differential will only be paid when an employee is actually working.

Union Proposal Arbitration 24

D. Effective July 1, 2010, the night shift differential shall be increased by ten (10) cents per hour. Shift differential will only be paid when an employee is actually working.

Union Proposal Arbitration 25

E. Effective July 1, 2011, the night shift differential shall be increased by ten (10) cents per hour. Shift differential will only be paid when an employee is actually working.

Article 17, Section 7

Union Proposal Arbitration 26

B. (2) Effective July 1, 2008, the weekend shift differential shall be increased by ten (10) cents per hour.

Union Proposal Arbitration 27

B. (3) Effective July 1, 2009, the weekend shift differential shall be increased by ten (10) cents per hour.

Union Proposal Arbitration 28

B. (4) Effective July 1, 2010, the weekend shift differential shall be increased by ten (10) cents per hour.

Union Proposal Arbitration 29

B. (5) Effective July 1, 2011, the weekend shift differential shall be increased by ten (10) cents per hour.

Article 17, Section 9

Union Proposal Arbitration 30

B. (2) Effective July 1, 2008 the meal reimbursement rate shall be increased by two (2) dollars.

Union Proposal Arbitration 31

B. (3). Effective July 1, 2009 the meal reimbursement rate shall be increased by one (1) dollar.

Union Proposal Arbitration 32

B. (4) Effective July 1, 2010 the meal reimbursement rate shall be increased by one (1) dollar.

Union Proposal Arbitration 33

B. (5) Effective July 1, 2011 the meal reimbursement rate shall be increased by one (1) dollar.

Article 17, Section 9

Union Proposal Arbitration 34

- C. (1) Effective July 1, 2008 employees will be paid the full meal reimbursement rate when working unanticipated overtime after a regular shift.

Union Proposal Arbitration 35

Article 17, Section 12. Bumps Top Step.

A. Employees shall receive top step bumps as follows:

Union Proposal Arbitration 36

- (1) Effective July 1, 2008, immediately following the application of the General Wage Increase on July 1, 2008, the top step shall be increased by five percent (5%).

Union Proposal Arbitration 37

- (2) Effective July 1, 2009, immediately following the application of the General Wage Increase on July 1, 2009, the top step shall be increased by five percent (5%).

Union Proposal Arbitration 38

- (3) Effective July 1, 2010, immediately following the application of the General Wage Increase on July 1, 2010, the top step shall be increased by five percent (5%).

Union Proposal Arbitration 39

- (4) Effective July 1, 2011, immediately following the application of the General Wage Increase on July 1, 2011, the top step shall be increased by five percent (5%).

Union Proposal Article 40

Article 17, Section 13. Additional Step

A. Employees shall receive additional steps as follows:

Union Proposal Article 41

- (1) Effective the last day of the first year of the Agreement, a new additional top step shall be added to the pay plan for each grade. The new top step shall be four percent (4%) greater than Step Ten (10).

Union Proposal Article 42

- (2) Effective the last day of the second year of the Agreement, a new additional top step shall be added to the pay plan for each grade. The new top step shall be four percent (4%) greater than the existing top step.

Union Proposal Article 43

- (3) Effective the last day of the third year of the Agreement, a new additional top step shall be added to the pay plan for each grade. The new top step shall be four percent (4%) greater than the existing top step.

Union Proposal Article 44

- (4) Effective the last day of the fourth year of the Agreement, a new additional top step shall be added to the pay plan for each grade. The new top step shall be four percent (4%) greater than the top step.

Union Proposal Arbitration 45

Article 17, Section 14. Lump Sum to Top Step Employees

A. Employees shall receive a lump sum if they are at their top step as follows:

Union Proposal Arbitration 46

- (1) Commencing in the first year of this Agreement (July 1, 2008 to June 30, 2009), employees at their maximum step of their pay plan who are not eligible for an annual increment shall be paid a lump sum payment equal to three (3) percent of their annual straight time salary. Payment shall be made at the time the employee would have received an annual increment (July or January).

Union Proposal Arbitration 47

- (2) Commencing in the second year of this Agreement (July 1, 2009 to June 30, 2010), employees at their maximum step of their pay plan who are not eligible for an annual increment shall be paid a lump sum payment equal to three (3) percent of their annual straight time salary. Payment shall be made at the time the employee would have received an annual increment (July or January).

Union Proposal Arbitration 48

- (3) Commencing in the third year of this Agreement (July 1, 2010 to June 30, 2011), employees at their maximum step of their pay plan who are not eligible for an annual increment shall be paid a lump sum payment equal to three (3) percent of their annual straight time salary. Payment shall be made at the time the employee would have received an annual increment (July or January).

Union Proposal Arbitration 49

- (4) Commencing in the fourth year of this Agreement (July 1, 2011 to June 30, 2012), employees at their maximum step of their pay plan who are not eligible for an annual increment shall be paid a lump sum payment equal to three (3) percent of their annual straight time salary. Payment shall be made at the time the employee would have received an annual increment (July or January).

Union Proposal Arbitration 50

Article 17, Section 15. Revised Pay Plan

A. Employees shall receive revised pay plan rates as follows :

Union Proposal Arbitration 51

- (1) Effective the first day of the successor NP-4 Agreement, each step of each NP-4 pay grade shall be increased by \$2,828 prior to the 2008-2009 GWI being implemented.

Union Proposal Arbitration 52

- (2) On July 1, 2009, each step of each NP-4 pay grade shall be increased by \$2,828 prior to the 2009-2010 GWI being implemented.

Union Proposal Arbitration 53

- (3) On July 1, 2010, each step of each NP-4 pay grade shall be increased \$2,828 prior to the 2010-2011 GWI being implemented.

Union Proposal Arbitration 54

- (4) On July 1, 2011, each step of each NP-4 pay grade shall be increased by \$2,828 prior to the 2011-2012 GWI being implemented.

Union Proposal Arbitration 55

Article 17, Section 16. Effective July 1 2008 employees carrying a state issued response device during off-duty hours will be compensated at the rate of twenty-five (\$25) dollars per day.

**ARTICLE 25
VACATIONS**

Union Proposal Arbitration 56

Article 25, Section 1. (a) The following vacation leave shall apply for NP-4 members' vacation accrual(s):

Effective July 1, 2008 employees shall be entitled to:

YEARS OF SERVICE VACATION

Zero (0) to five (5) years: One (1) day per month.

Over five (5) and under sixteen (16) years: One (1) and a quarter (.25) days per month.

**16 years: 16 days
17 years: 17 days
18 years: 18 days
19 years: 19 days
20 years: 20 days
21 years: 21 days
22 years: 22 days
23 years: 23 days
24 years: 24 days
25 years: 25 days**

Vacation leave beyond fifteen (15) days is granted as bonus day(s) each January 1st of the calendar year.]

Union Proposal Arbitration 57

Article 27, Section 3.B

B. Uniformed Personnel. Effective July 1, 2008 the Department of Correction shall provide uniforms in accordance with Appendix E, "Uniform Specification and Allotment," except that the Commissioner of Correction may change the color and style of the uniform upon notice to the Union. Uniforms shall only be worn as provided in this Directive. No portion of a uniform shall be worn with any other clothing not authorized herein. Uniforms shall not be worn while off duty except as necessary to travel to and from the employee's worksite, fulfill family responsibilities, or while volunteering and officially representing the Department of Correction. The consumption of alcohol while in uniform is strictly prohibited.

Article 27, Section 6. Stipend, Appearance and Cleaning. Effective July 1, 2008, in lieu of the request for dry cleaning, NP-4 members shall receive a stipend of \$1,000 to maintain personal appearance and to clean their work clothing commencing on July 1, 2008 and on each subsequent July 1.

Union Proposal Arbitration 58

Article 28, Section 1. A Paid Leave for Drills, Emergencies. [Effective July 1, 2008]
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 thirty (30) 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.

Union Proposal Arbitration 59

Article 33, Section 2. Fund Amount. There shall be \$100,000 appropriated for the first year of the Agreement for the purpose of tuition reimbursement.

Union Proposal Arbitration 60

Effective July 1, 2009 there shall be \$105,000 appropriated for this purpose.

Union Proposal Arbitration 61

Effective July 1, 2010 and effective July 1, 2011 there shall be \$110,000 appropriated for this purpose for each year.

Union Proposal Arbitration 62

Article 33, Section 2(B). Effective July 1, 2008, funds not expended during 2004-2008 Agreement shall roll over into the successor to that Agreement under the provisions of this Article.

Union Proposal Arbitration 63

Article 35, Section 15. Meal Rate. Effective July 1, 2008, NP-4 members working in the classification of Parole Officer II, Parole Officer I, Parole Officer Trainee and Parole Officer Aide shall receive the meal reimbursement for each day worked at the rate cited under Article 17 of the NP-4 Agreement.

Union Proposal Arbitration 64

Effective July 1, 2008, Counselors working in Community Service shall receive the meal reimbursement for each day worked at the rate cited under Article 17 of the NP-4 Agreement.

Union Proposal Arbitration 65

Appendix: D, Parole Pagers Section 1A. Effective July 1, 2008, when a Parole Officer is paged during their non-work hours by a Parole Supervisor or by the answering service, the Officer shall be paid for one and a half (1.5) hours of overtime when responding to the pager.

Union Proposal Arbitration 66

Article 38, Section 1. Effective Date. Although this Agreement covers the period July 1, 2008 to June 30, 2012, the provisions contained herein shall not be effective until legislative action under the State Employees Relations Act, unless a specific provision is stated to the contrary.

Union Proposal Arbitration 67

APPENDIX B (1)

LONGEVITY SEMI-ANNUAL PAYMENT

EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2012

<u>SALARY GROUP</u>	<u>10 YEARS</u>	<u>15 YEARS</u>	<u>20 YEARS</u>	<u>25 YEARS</u>
CO 1	225.00	450.00	675.00	900.00
CO 2	225.75	451.50	677.25	903.00
CO 3	276.00	552.00	828.00	1,104.00
CO 4	284.25	568.50	852.75	1,137.00
CO 5	292.50	585.00	877.50	1,170.00
CO 6	301.50	603.00	904.50	1,206.00
CO 7	309.75	619.50	929.25	1,239.00
CO 8	318.00	636.00	954.00	1,272.00
CO 9	327.00	654.00	981.00	1,308.00
CO 10	335.25	670.50	1,005.75	1,341.00
CO 11	344.25	688.50	1,032.75	1,377.00
CO 12	352.50	705.00	1,057.50	1,410.00
CO 13	370.50	741.00	1,111.50	1,482.00
CO 14	388.50	777.00	1,165.50	1,554.00
CO 15	406.50	813.00	1,219.50	1,626.00
CO 16	424.50	849.00	1,273.50	1,698.00

Union Proposal Arbitration 68

**APPENDIX C, (1)
EXCERPTS FROM SCOPE & STATE AGREEMENT
SECTION TWO - MAINTENANCE OF THE PAY EQUITY SYSTEM.
CORRECTIONS UNIT OJE POINT RANGES**

The following Objective Job Evaluation point to pay grade assignments shall be effective beginning July 1, 2008 and as provided for in Section 4 of the Scope Agreement.

GRADE	RANGE	POINT
1	0	127
2	136	140
3	141	155
4	156	168
5	169	182
6	183	197
7	198	213
8	214	229
9	230	246
10	247	264
11	265	282
12	283	301
13	302	319
14	320	337
15	338	355
16	356	374

Proposal A.6. State

All classifications except Correction Officer will be put on a 40 hour workweek with each retaining their existing schedule. Correction Officer classification employees shall receive a bump of \$3,000 at the top step effective July 1, 2008