

## INITIAL UNION PROPOSALS

- #1 **GWI's**
- #2 **Bump(s)**
- #3 **Additional Step(s)**
- #4 **Annual Increment(s)**
- #5 **Longevity**
- #6 **Night Shift Diff(s)**
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## Housekeeping

- #1 Working Test Period**
- #2 Vacation Scheduling**
- #3 Assigned Employee Number**
- #4 Shift Transfer List**

**Proposal No. 1**

**Article 17, Section One**

**Subject: General Increase**

**[Section 1. Salaries**

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

- 1. Effective the pay period including July 1, 2008, the base annual salary of all employees shall be increased by seven percent (7.0%).**
- 2. Effective the pay period including July 1, 2009, the base annual salary of all employees shall be increased by seven percent (7.0%).**
- 3. Effective the pay period including July 1, 2010, the base annual salary of all employees shall be increased by seven percent (7.0%).**
- 4. Effective the pay period including July 1, 2011, the base annual salary of all employees shall be increased by seven percent (7.0%).]**

**Proposal No. 2 (New)**

**Subject: Bump**

**[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 (5.0%).]**

**[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 (5.0%).]**

**[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 (5.0%).]**

**[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 (5.0%).]**

**Proposal No. 3 (New)**

**Subject: Additional Step**

**[Article 17, Section 1 (C) Additional Step. Effective the last day of the first year of the Agreement, a new additional top step shall be added to the pay plan. The new top step shall be four percent (4%) greater than step ten (10).]**

**[Article 17, Section 1 (D) Additional Step. Effective the last day of the second year of the Agreement, a new additional top step shall be added to the pay plan. The new top step shall be four percent (4%) greater than the existing top step.]**

**[Article 17, Section 1 (E) Additional Step. Effective the last day of the third year of the Agreement, a new additional top step shall be added to the pay plan. The new top step shall be four percent (4%) greater than the existing top step.]**

**[Article 17, Section 1 (F) Additional Step. Effective the last day of the fourth year of the Agreement, a new additional top step shall be added to the pay plan. The new top step shall be four percent (4%) greater than the existing top step.]**

**Proposal No. 4**

**Article 17, Section Two**

**Subject: Annual Increments**

**[Section 2. Annual Increments. Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with the existing practice. All annual increments shall be on time.]**

**Proposal No. 5**

**Article 17, Section 4**

**Subject: Longevity**

Section 4. Longevity. The longevity schedule ~~based on the pay plan effective on June 30, 1977 shall remain unchanged in dollar amounts during the life of this Agreement, and is~~ appended.

**[shall change in dollar amounts during the life of this Agreement and is appended under Appendix B.]**

## **Proposal No. 6**

### **Article 17, Section 6 (B.) (C.) (D.)**

#### **Subject: Night Shift Differential**

**[Section 6 (B.) Night Shift Differential. Effective July 1, 2008, the night differential shall be increased to ninety (90) cents per hour. Shift differential will only be paid when an employee is actually working.]**

**[Section 6 (C.) Night Shift Differential. Effective July 1, 2009, the night differential shall be increased to one dollar (\$1.00) per hour. Shift differential will only be paid when an employee is actually working.]**

**[Section 6 (D.) Night Shift Differential. Effective July 1, 2010, the night differential shall be increased to one dollar and ten cents (\$1.10) per hour. Shift differential will only be paid when an employee is actually working.]**

**[Section 6 (E.) Night Shift Differential. Effective July 1, 2011, the night differential shall be increased to one dollar and twenty cents (\$1.20) per hour. Shift differential will only be paid when an employee is actually working.]**

**Proposal No. 7**

**Article 17, Section 7 (C.) (D.) (E.) (F.)**

**Subject: Weekend Differential**

**[Section 7 (C.) Weekend Differential. Effective July 1, 2008, the weekend differential shall be increased to sixty-five (65) cents an hour.]**

**[Section 7 (D.) Weekend Differential. Effective July 1, 2009, the weekend differential shall be increased to seventy-five (75) cents an hour.]**

**[Section 7 (E.) Weekend Differential. Effective July 1, 2010, the weekend differential shall be increased to eighty-five (85) cents an hour.]**

**[Section 7 (F.) Weekend Differential. Effective July 1, 2011, the weekend differential shall be increased to ninety-five (95) cents an hour.]**

**Proposal No. 8**

**Article 17, Section 9 (B.) 2, 9 (B.) 3, 9 (B.) 4, 9 (B) 5**  
**Subject: Meal Rate**

**[Section 9 (B.) 2 Meal Rate. Effective July 1, 2008, the meal reimbursement rate shall be \$10.00.]**

**[Section 9 (B.) 3 Meal Rate. Effective July 1, 2009, the meal reimbursement rate shall be \$11.00.]**

**[Section 9 (B.) 4 Meal Rate. Effective July 1, 2010, the meal reimbursement rate shall be \$12.00.]**

**[Section 9 (B.) 5 Meal Rate. Effective July 1, 2011, the meal reimbursement rate shall be \$13.00.]**

## **Proposal No. 9**

### **Article 17, Section Nine, C**

#### **Subject: Meal Eligibility**

**B. Eligibility.** The minimum time for eligibility for such reimbursement shall be equal to one-half (1/2) of the shift, except unanticipated overtime after a regular scheduled shift the employee shall be provided with a sandwich and a beverage, prepared by a staff member.**[Also, the employee will be paid the full meal reimbursement rate.]**

## **Proposal No. 10**

### **Article 33, Section 2**

#### **Subject: Tuition Reimbursement Fund/Professional Development**

Section Two. Fund Amount 1 There shall be ~~\$50,000~~ **[\$100,000]** appropriated for the first year of this Agreement for the purpose of tuition reimbursement. Effective July 1, ~~2005~~ **[2009]** there shall be \$55,000 **[\$105,000]** appropriated for this purpose, and effective July 1, ~~2006~~ **[2010]** and July 1, ~~2007~~ **[2011]** there shall be ~~\$60,000~~ **[\$110,000]** appropriated for this purpose for each year. Funds committed for reimbursement in one fiscal year shall carry over into the next fiscal year in order to allow payment of tuition reimbursement claims for prior year courses. **[Funds not expended during the life of this Agreement shall roll over into the successor to this Bargaining Agreement under the provisions of this Article.]**

## **Proposal No. 11**

### **Article 33, Section Three**

#### **Subject: Tuition Reimbursement Rate/Professional Development**

Section 3. Application for Reimbursement. An employee applying for tuition reimbursement must submit the appropriate forms to the agency's tuition reimbursement coordinator not less than two weeks prior to the start of the course. After approval has been received, if the employee decides not to take the course(s) or to drop a course(s), he/she shall notify the employer so that funds may be utilized for another employee. Upon presentation of evidence of payment and successful completion of the course(s), the employee shall receive tuition reimbursement as follows:

- A. Reimbursement for Credit Courses. For credit courses at accredited institutions of higher education, one hundred (100%) percent of the cost of tuition, laboratory fees and community college service fees up to a maximum of \$100 [**\$150**] per credit for undergraduate courses, and \$120 [**\$180**] per credit for graduate courses.
- B. Reimbursement for Other Courses. For other courses or programs, there shall be fifty (50%) tuition reimbursement to a maximum of \$50 [**\$75**] per credit for undergraduate courses and \$60 [**\$90**] per credit for graduate courses.

**Proposal No. 12 (New)**

**Article 35, Section 15**

**Subject: Board of Parole: Meal Rate**

**[Section 15. Meal Rate. 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.]**

**[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.]**

**Proposal No. 13**  
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APPENDIX B

COLLECTIVE BARGAINING UNIT NP-4

LONGEVITY SEMI-ANNUAL PAYMENT

~~EFFECTIVE JULY 1, 1994 THROUGH JUNE 30, 2001~~

SALARY GROUP	10 YEARS	15 YEARS	20 YEARS	25 YEARS
CO-1	75.00	150.00	225.00	300.00
CO-2	75.25	150.50	225.75	301.00
CO-3	92.00	184.00	276.00	368.00
CO-4	94.75	189.50	284.25	379.00
CO-5	97.50	195.00	292.50	390.00
CO-6	100.50	201.00	301.50	402.00
CO-7	103.25	206.50	309.75	413.00
CO-8	106.00	212.00	318.00	424.00
CO-9	109.00	218.00	327.00	436.00
CO-10	111.75	223.50	335.25	447.00
CO-11	114.75	229.50	344.25	459.00
*CO-12	117.50	235.00	352.50	470.00

~~\*Effective upon legislative approval for April 1997.~~

APPENDIX B

LONGEVITY SEMI-ANNUAL PAYMENT

[EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2012]

<u>[SALARY</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>
<u>[GROUP</u>	<u>YEARS</u>	<u>YEARS</u>	<u>YEARS</u>	<u>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	825.75	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]

**Proposal No. 14 (New)**

**LICENSING/CERTIFICATION**

**Licensing/Certification Incentives: All bargaining unit members who possess or attain a State license or certification, relevant to his/her job class, within any given contract year shall receive reimbursement for the cost of the license or certification and testing including renewal costs not to exceed \$500 in any given contract year. The money shall be payable on or about July 1 of each contract year.**

**This provision shall be effective commencing the contract year that starts July 1, 2009.**

**Proposal No. 15 (New)**

**LUMP SUM PAYMENTS**

**Commencing in the first year of this Agreement (July 1, 2008 to June 30, 2009) and each contract year thereafter, employees at the maximum step of their pay plan who are not eligible for an annual increment shall be paid a lump sum payment equal to three percent (3%) of their annual salary.**

**Payment shall be made at the time the employee would have received an annual increment (July or January).**

**Proposal No. 16 (New)**

**REVISED PAY PLANS**

**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.**

**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.**

**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.**

**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.**

**Proposal No. 17 (New)**

**Article 17, Section 11**

**Subject: Response Device**

**[Section 11. Employees carrying a state issued response device during off-duty hours will be compensated at the rate of twenty-five (\$25) dollars per day.]**

**Proposal No. 18 (New)**

**Article 27, Section 6**

**Subject: Personal Appearance and 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.**

**Proposal No. 19**

**Article 27, Section 3(B)**

**Subject: Cleaning**

The Department of Correction.....to the Union. ~~Uniform items which require dry cleaning shall be maintained by the Department through a designated vendor. A limit of three (3) pairs of uniform pants per week and one (1) Department issued winter coat per year, shall be maintained by the Department.~~ Uniforms shall only be worn .... The consumption of alcohol while in uniform is strictly prohibited.

**Proposal No. 20 (New)**

**Article 10, Section 11**

**Subject: Shift Assignment Non-Continuous Operations**

**[Section 11. Shift Assignment Non-Continuous Operations. Class seniority will be the determining factor in assignments for non-continuous operations when a non-continuous post/position becomes available for a particular shift. The post/position will be offered to an NP-4 member currently assigned to that shift.]**

**Proposal No. 21 (New)**

**Article 13, Section 3A**

**Subject: Employer Implementation of a Suspension**

**[Section 3A. Implementation of a Suspension. 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.]**

## Proposal No. 22

### Subject: Arbitration Process

#### ARTICLE 12 – GRIEVANCE PROCEDURE

**Section 9 A. Arbitration.** Within ~~forty (40)~~ **sixty (60)** days from receipt of a Step III response, or if no response within forty (40) days of the due date, grievances, during the life of this Agreement, shall be submitted for arbitration as follows :

#### A. Dismissals, **[Other Discipline and Contract Interpretation.]**

1. Submission shall be to the Connecticut Board of Mediation and Arbitration by letter, postage prepaid, addressed to the Board with the Board fee for submission. Such letter will also be mailed concurrently to the Office of Labor Relations by certified mail.
2. Cost Allocation. Effective July 1, ~~1994~~ **2008**, and for each year of this Contract, the State shall allocate ~~\$5,000.00~~ **[\$10,000.00]** to cover the cost **[at the prevailing Board submission fee]**. Unexpended funds in any contract year 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 cost **[filing fee]**. **[The State will reimburse the Locals on a monthly basis.]**
- ~~3. Arbitrators. Arbitrators assigned to hear cases under this provision shall be mutually agreeable to the parties;~~
- ~~4.~~ **3. Cases Submitted Under Previous Agreement(s).** ~~For cases already submitted to the Board under previous contract provisions ... shall also be heard by the same arbitrator.~~ **[Any and all grievances submitted to either the State Board of Arbitration and Mediation and/or the Office of Labor Relations previously shall be submitted by the Union, via a written letter, to the State Board of Mediation and Arbitration for arbitration services under the SBMA rules. Such letter will also be mailed concurrently to the Office of labor Relations. The Union will submit these cases to the SBMA within sixty (60) days of the Successor Agreement being implemented.]**
- [4. Cost Allocation for Cases Submitted Under Previous Agreements. Effective July 1, 2008 the State shall allocate \$10,000 to cover the SBMA submission fee to cover the cost for submission by the Union to the SBMA of cases previously submitted under previous Agreements. Should the \$10,000 allocation be insufficient to pay for these case, the parties agree to share equally in the per case filing fee. The State will reimburse the submission fees to each Local.]**

~~B. Other Discipline and Contract Interpretation~~

- ~~1) Submission. Submission shall be .... Labor Relations.~~
- ~~2) Selection of Panel. The parties shall ... by mutual agreement.~~
- ~~3) Costs. The parties shall ... of the arbitrator.~~
- ~~4) Assignment of Cases. Cases shall be ... , first assigned.~~
- ~~5) Removal of Arbitrator. Either party ... succeeding contract year.~~

**C. B.** Arbitrability. A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. ~~Such notice requirement shall be waived in instances of new evidence discovered during the arbitration hearing~~ **[per the existing SBMA rules.]**

**D. C.** Expedited Cases. ~~Up to ten (10) cases per contract year by the Union and up to five (5) cases per year by the State may receive expedited arbitrator assignment as exclusions to the “first filed, first assigned” rule expressed~~ **[SBMA rules prevail regarding expedited cases.]**

~~E. D.~~ Pending Cases. The parties agree ... numbers of same.

~~F. Multiple Case Assignments. The parties by mutual agreement may assign multiple cases to an individual arbitrator for expedited arbitration.~~

**G.** Postponements. In any individual arbitration case, ~~each party will be allowed one postponement. Thereafter, postponements shall only be by mutual consent of the parties~~ **[the parties will abide by the prevailing SBMA rules pertaining to postponements.]**

## Proposal No. 23

### Article 25, Section 1

#### Subject: Vacation Accrual

~~Section 1. Schedule. Employees who were hired prior to July 1, 1977 shall continue to accrue vacation at the rate of one and one-quarter (1 1/4) days per month, except that employees who have completed twenty (20) years of service shall earn paid vacation at the rate of one and two-thirds (1 2/3) work days for each calendar month of service. For employees who were hired on or after July 1, 1977, the following vacation leave shall apply:~~

~~Years of Service Vacation~~

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

~~Over five (5) and under twenty (20) years:-~~

~~One and one-quarter (1 1/4) days per month~~

~~Over twenty (20) years: One and two-thirds (1 2/3) days per month~~

**[Section 1. The following vacation leave shall apply for NP-4 members' vacation accrual(s):**

#### **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.]**

**Proposal No. 24 (New)**  
**(Page 1)**

**Article 26, Section 5**  
**Subject: Sick Leave Donation**

**[Sick Leave Donation. From time-to-time, on an as needed basis, bargaining unit members may donate their accrued leave (vacation, personal, sick leave and holiday time (T.O.)) to a fellow bargaining unit member, who has at least six (6) months of State service, has achieved permanent status and has exhausted his/her own accrued paid time off (vacation, personal, sick leave and holiday time (T.O.)), who is suffering from a long term or terminal illness or a disability.]**

## **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 Director of Personnel and Labor Relations and shall be applied in accordance with uniform guidelines as may be developed by such Director.**

## **Proposal No. 25**

### **Article 36, Section 2**

#### **Subject: Printing of Agreement**

Section 2. Printing of Agreement. The parties shall 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]** ~~in accordance with State purchasing procedures.~~

## **Proposal No. 26**

### **Article 34, Section Six**

#### **Subject: Appeal Service Rating**

Section Six. Appeals. [**Needs improvement designations and**] ~~only~~ overall unsatisfactory service ratings shall be subject to the grievance and arbitration procedure. ~~In any arbitration,~~ the arbitrator shall not substitute his/her judgment for that of the rater in applying relevant rating stands unless the rater can be shown to have acted arbitrarily or capriciously. [**The evaluator bears the burden of demonstrating the appropriateness of said evaluation.**]

**Proposal No. 27**

**Article 38**

**Subject: Duration**

Subject 1. Effective Date. Although this Agreement covers the period July 1, ~~2004~~ **[2008]** to June 30, ~~2008~~ **[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.

Section 2. Legislative Approval. 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 CGS 5-278. The State Employer shall request such approval as provided in Section 9. If the legislature rejects such request as a whole, the parties shall return to the bargaining table.

**Proposal No. 28**

**Appendix C**

**Subject: OJE Point Ranges**

**[Amend point range table to include Grade 12 through Grade 16.]**

12	283	[301]
[13	302	319
14	320	337
15	338	355
16	356	374]

**Proposal No. 29**

**Article 35, Section 11 b.**

The assignment shall be made in advance by a supervisor[.] ~~and the employee shall be assigned field work.~~

**Proposal No. 30**

**Article 35, Section 15  
Parole Pager Pay**

**[Section 15. 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.]**

**Proposal No. 31**

**Article 35, Section 11 (C.)**

**Subject: Days Off**

C. Days Off

- (1) An employee assigned to work on a Saturday shall be given the ~~following~~ **[preceding] Monday [Friday]** off.
- (2) An employee assigned to work on a Sunday shall be given the **[subsequent] Friday [Monday]** off.

## **Proposal No. 32**

### **Article 28, Section 1**

#### **Subject: Drills**

**Section 1. Paid Leave for Drills, Emergencies.** A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training, provided such leave does not exceed two (2) calendar weeks in a calendar year, in addition to up to ~~seven (7) days~~ **[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.

## Housekeeping

- #1            Working Test Period**
- #2            Vacation Scheduling**
- #3            Assigned Employee Number**
- #4            Shift Transfer List**

## Housekeeping #1

### Article 9, Section 1

**Section 1. Working Test Period Defined.** The six (6) month Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during the Working Test Period shall be tantamount to a failure of the competitive exam. ~~A working test period may, with the approval of the Commissioner of Administrative Services, be extended on an individual basis for a definite period not to exceed three (3) months.~~

## **Housekeeping #2**

### **Article 10, Section 2 (A.)**

**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.]**

**Housekeeping #3**

**[Article 10, Section 12**

**In the event that there is a tie pertaining to seniority issues, the employee first hired and assigned an employee number by the State of Connecticut has the lowest employee number.]**

## **Housekeeping #4**

### **Subject: Shift Transfer Lists**

**Article 10, Section 10 [11.] [Shift Transfer Lists.]** Each facility shall maintain a shift transfer list which will be updated on a quarterly basis. An employee on Workers' Compensation shall be eligible for shift transfer under this provision.