

Arbitration

**SUBMITTED ISSUES OF THE STATE OF CONNECTICUT
SUCCESSOR AGREEMENT TO THE 2004-2008 NP-4 CONTRACT**

**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 with the lowest number having preference.
- B. **Involuntary Transfer.** Inverse class seniority shall be the basis for selecting employees for non-disciplinary, involuntary transfer from one institution or facility to another.
- C. **(I) Transfer List.** As the correctional institutions, centers and units develop vacancies, the senior institution, center or unit employee in the same classification whose name appears on the transfer list for institutions, centers or units will be transferred, with the exception of transfers into the Central Office, Center for Training and Staff Development and the K-9 Unit. Employees assigned to the Central Office, Center for Training and Staff Development or K-9 Unit may transfer out of the unit in accordance with this Article. An employee on workers' compensation leave will be eligible to transfer under this provision, but only if the return to work date is within ninety (90) calendar days of the date of transfer. An employee requesting transfer under this Section must put his/her name on the departmental transfer list in accordance with the departmental procedures in order to be considered. [Such list will be updated quarterly.(This language subject to proposal 2 below)]

Proposal A2S:

**ARTICLE 10
SENIORITY**

(Section 2.C.)

(1) Transfer List. As the correctional institutions, centers and units develop vacancies, the senior institution, center or unit employee in the same classification whose name appears on the transfer list for institutions, centers or units will be transferred, with the exception of transfers into the Central Office, Center for Training and Staff Development and the K-9 Unit. Employees assigned to the Central Office, Center for Training and Staff Development or K-9 Unit may transfer out of the unit in accordance with this Article. [An employee on workers' compensation leave will be eligible to transfer under this provision (This language subject to Proposal 1 above).] An employee requesting transfer under this Section must put his/her name on the departmental transfer list in accordance with the departmental procedures in order to be considered. Such list will be updated ~~semi-annually on January 1 and July 1 of each year.~~

Deleted: quarterly

Proposal A3S:

**ARTICLE 10
SENIORITY**

Section 10. Shift Transfer Lists. Each facility shall maintain a shift transfer list which will be updated on a ~~semi-annual basis on January 1 and July 1 of each year.~~ An employee on Worker's Compensation shall be eligible for shift transfer under this provision.

Deleted: quarterly

Proposal A4S:

**ARTICLE 26
RETIREMENT, INSURANCES AND LEAVES**

Section 3. Medical Certificate. If an employee is absent on sick leave for ~~three (3)~~, or more consecutive working days, the employee must submit a medical certificate stating reasons for the absence. When continued absences from work constitute an abuse of sick leave, the employee and the Union shall be notified in writing. After such notification, the Employer may deny sick pay. Such denial of sick pay is subject to the grievance and arbitration provision of this Agreement. Continued abuse of sick leave will subject the employee to progressive discipline.

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**ARTICLE 12
GRIEVANCE PROCEDURE**

Section 9. Arbitration. Within forty (40) 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:

- 1) **Submission.** Submission shall be by certified letter, postage prepaid to the Office of Labor Relations.
- 2) **Selection of Panel.** The parties shall establish a panel of five (5) arbitrators selected by mutual agreement.
- 3) **Costs.** The parties shall share equally in the expenses of the arbitrator.
- 4) **Assignment of Cases.** Cases shall be assigned on a rotating basis (alphabetically) to the arbitrator panel based on the date of filing, first filed, first assigned except that Dismissal cases shall be given precedence in scheduling. For Dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator.
- 5) **Removal of Arbitrator.** Either party, upon written notice to the other, between March 1st and March 10th of each contract year may remove an arbitrator(s). By April 1st the parties will have a reconstituted mutually agreed upon panel of five (5) arbitrators for the succeeding contract year.
- 6) Cases Submitted Under Previous Agreement. Dismissal cases already submitted to the Connecticut Board of Mediation and Arbitration will remain with the Board in accordance with the prior contract provisions.

Deleted: A. Dismissals.¶
<#>**Submission.** 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;¶

</#>**Cost Allocation.** Effective July 1, 1994, and for each year of this Contract, the State shall allocate \$5,000.00 to cover the cost of arbitration at a rate of \$250.00 per case. 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;¶

<#>**Arbitrators.** Arbitrators assigned to hear cases under this provision shall be mutually agreeable to the parties;**Cases Submitted Under Previous Agreement.** For cases already submitted to the Board under previous contract provisions, those involving suspensions of fifteen (15) days or more shall remain with the Board. All other cases shall be processed under B. below. In the assignment of cases, discharge cases will be assigned first, all other cases will be assigned in the order of the date of filing, first filed, first assigned. Cases shall be assigned on a rotating basis to the arbitrators. For Dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator.¶

B. Other Discipline and Contract Interpretation¶

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PROPOSAL A6S:

**ARTICLE 15
OVERTIME**

Section 10. Overtime for Normal Operations. No overtime shall be allowed at any designated work unit other than by employees assigned to the designated work unit for the purpose of normal operations, except in emergency situations and except as follows for Maintenance employees. Maintenance employees assigned to Central Office shall be assigned to one particular facility for the purpose of equalizing overtime and will be permitted to sign up for overtime only at that facility. All overtime worked by an employee, no matter where worked, shall be counted toward equalization.

PROPOSAL A7S:

ARTICLE 21 HOLIDAYS

Section 7. Accrued Time. Any compensatory (T.O.) time accrued at the time of any employee's separation from State service shall be paid off to the employee at the applicable rate in effect at the time of such service separation.

Deleted: Employees who are assigned to work schedules which contain daily tours of eight (8) hours and fifteen (15) minutes shall, upon separation or retirement from state service, have accrued compensatory (T.O.) time pay computed based on a standard eight (8) hour and fifteen (15) minute work day.

Proposal A8S:

ARTICLE 26 RETIREMENT, INSURANCES AND LEAVES

Section 2. Insurance and Leaves. ~~All leaves and other accruals, including holiday compensatory (T.O.) time, shall be recorded, taken and paid out in hours. Except where varied in this Agreement of this article, the State will continue in force its written rules and regulations presently in effect with reference to:~~

Proposal A9S:

ARTICLE 27 EMPLOYEE UNIFORM, PERSONAL APPEARANCE AND IDENTIFICATION

Section 3. Uniform Dress Code. Each employee shall present a neat, clean and well groomed appearance at all times during the performance of duties and/or while in uniform. Clothes shall be kept clean and neat. Footwear shall be clean, non-tattered and laced as appropriate. Direct contact personnel shall carry a Universal Precaution Pouch. No personal equipment, e.g., phones, beepers, etc., other than state issued items shall be carried or worn by staff while on duty. Union presidents and one (1) designated union duty officer per local, shall be allowed to wear a beeper for union business purposes.

A. **Non-Uniformed Personnel.** Attire for non-uniformed personnel shall be in keeping with safety and security concerns ~~and shall be at least "business casual" in appearance.~~ The wearing of provocative, suggestive or exercise attire, shorts, tee shirts, ragged or torn clothing, rubber shower/beach thongs shall not be permitted. Exceptions shall be allowed by the Unit Administrator as it applies to a specific job classification or in order to perform specific duties.

Proposal A10S.

ARTICLE 27

EMPLOYEE UNIFORM, PERSONAL APPEARANCE AND IDENTIFICATION

Section 3. Uniform Dress Code. Each employee shall present a neat, clean and well groomed appearance at all times during the performance of duties and/or while in uniform. Clothes shall be kept clean and neat. Footwear shall be clean, non-tattered and laced as appropriate. Direct contact personnel shall carry a Universal Precaution Pouch. No personal equipment, e.g., phones, beepers, etc., other than state issued items shall be carried or worn by staff while on duty. Union presidents and one (1) designated union duty officer per local, shall be allowed to wear a beeper for union business purposes.

B. Non-Uniformed Personnel. Attire for non-uniformed personnel shall be in keeping with safety and security concerns. The wearing of provocative, suggestive or exercise attire, shorts, denim jeans, tee shirts, ragged or torn clothing, rubber shower/beach thongs shall not be permitted. Exceptions shall be allowed by the Unit Administrator as it applies to a specific job classification or in order to perform specific duties.

Proposal A11S:

ARTICLE 27

EMPLOYEE UNIFORM, PERSONAL APPEARANCE AND IDENTIFICATION

Section 3. Uniform Dress Code. Each employee shall present a neat, clean and well groomed appearance at all times during the performance of duties and/or while in uniform. Clothes shall be kept clean and neat. Footwear shall be clean, non-tattered and laced as appropriate. Direct contact personnel shall carry a Universal Precaution Pouch. No personal equipment, e.g., phones, beepers, etc., other than state issued items shall be carried or worn by staff while on duty. Union presidents and one (1) designated union duty officer per local, shall be allowed to wear a beeper for union business purposes.

C. Non-Uniformed Personnel. Attire for non-uniformed personnel shall be in keeping with safety and security concerns. The wearing of provocative, suggestive or exercise attire, shorts, tee shirts, ragged or torn clothing, rubber shower/beach thongs shall not be permitted. Shirts will have collars for males and the equivalent for females. Exceptions shall be allowed by the Unit Administrator as it applies to a specific job classification or in order to perform specific duties.

Proposal A12S:

Section 5. Department Uniform, Property and Equipment Return. Upon permanent separation from the Department, an employee shall return any issued Department uniform, property and/or equipment, to include a weapon, badge, identification card(s) and/or telecommunication devices. All items must be returned to the employees unit head or designee by the last day of the pay period in which the employee has a separation, dismissal or retirement date. Employees who fail to return issued uniforms, property and/or equipment shall be assessed a fee of \$250.00 (two hundred and fifty dollars), to be deducted from their final paycheck.

Proposal A13S:

**ARTICLE 17
COMPENSATION**

Section 11 (new). Maintenance On-call/Standby. Management may determine a requirement to designate employees in Correctional Maintenance positions by job classification and function as on-call/standby status. Such designation obligates the designated employee to be available and to respond in the event of a call. Employees designated to this on-call/standby status shall be compensated at the rate of \$1.00 per hour for each hour so assigned. Notwithstanding the duration of any on-call/standby assignment, such compensation shall not exceed \$100.00 per work week. Employees so designated shall be issued cell phones or similar equipment.

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A. An employee who is required to take or respond to a call while on such status shall receive one-hour's compensation at the applicable rate.

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B. An employee who is required to report for duty shall be compensated in accordance with the Overtime Article (Article 15).

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**ARTICLE 37
EMPLOYEE DRUG TESTING/SCREENING**

Section 2. Probable Cause. An employee shall be subject to an immediate drug test if probable cause of drug use exists as determined by his/her supervisor, Warden, or designee.

Section 3. Random Drug Testing. All bargaining unit members will be subject to random drug testing. During any contract year any bargaining unit member may be so tested.

Upon notification that an employee is scheduled for random drug testing, such employee will appear as required at the location specified for drug testing. The random selection shall be made by computer-generated numbers for each employee covered by this Agreement. Such computer-generated program shall be performed by an outside contractor hired by the State after consultation with the Union and which specializes in such function. Each random selection shall be made from the full complement of bargaining unit members, by Agency, covered by this Agreement.

Section 4. Refusal to Take Test. An investigation will result if the employee refuses to be administered the test or if it is indicated that the sample has been tampered with. Termination will result if the employee is found culpable for either refusing to take the test or tampering with the sample. **Section 5. Post-incident drug testing.** An employee may be subject to an immediate post-incident drug test when involved in any incident which results in the death of or injury to a person.

Section 6. Drug Testing Procedures. Drug testing shall be administered by a qualified physician of the Employer's choice. The initial method of testing shall use an immunoassay. All specimens identified as positive on the initial test shall be confirmed using the chromatography/mass spectrometry test. If such test is again positive, a third more complex test on the same specimen can be administered at the request and expense of the employee. All initial tests shall be paid for by the Employer.

Section 7. Consequences of a Positive Test. Any test that indicates a positive presence of any prohibited drug shall result in the employee being relieved of duty and placed on sick or vacation pay, if the employee has sufficient accruals, or authorized leave without pay, pending completion of an Agency approved drug rehabilitation program. Termination of the employee will result if he/she refuses to participate in or to complete such program.

Section 8. Return to Duty. After return to duty following successful completion of the drug rehabilitation program, the employee will be subject to a maximum of three directed drug screens for the first eighteen (18) months following return to duty, in addition to drug screening based on probable cause or random selection. Any positive drug test will subject the employee to termination. Any employee refusing to be administered a directed, random or probable cause drug test, as appropriate, shall be

Deleted: Such drug testing shall be administered by a qualified physician of the Employer's choice. The initial method of testing shall use an immunoassay. All specimens identified as positive on the initial test shall be confirmed using the chromatography/mass spectrometry test. If such test is again positive, a third more complex test on the same specimen can be administered at the request and expense of the employee. All initial tests shall be paid for by the Employer.

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terminated.