

**STATE OF CONNECTICUT  
STATUTORY INTEREST ARBITRATION  
BEFORE  
HONORABLE J. LARRY FOY, ARBITRATOR**

<b>In the matter of</b>	)	
	)	
<b>STATE OF CONNECTICUT</b>	)	<b>Case# 2008-SBA-4</b>
	)	<b>NP-4 Bargaining Unit</b>
<b>and</b>	)	
	)	<b>AAA Case 12 390 00717 07</b>
<b>AMERICAN FEDERATION</b>	)	
<b>OF STATE, COUNTY AND</b>	)	
<b>MUNICIPAL EMPLOYEES,</b>	)	
<b>Council 4, AFL-CIO</b>	)	
<b>Locals 387, 391 and 1565</b>	)	<b>May 30, 2008</b>
_____	)	

**LAST BEST OFFERS  
OF THE  
STATE OF CONNECTICUT**

**Paul Bodenhofer  
Labor Relations Specialist  
Office of Labor Relations  
450 Capitol Avenue  
Hartford, CT 06106**

The State of Connecticut respectfully requests that the arbitrator note that the parties have not agreed on the term of the successor agreement. Accordingly, any State LBO addressing language for a fourth year of a contract term is submitted solely as a contingency and does not indicate acceptance by the State of a four-year contract term.

**STATE OF  
CONNECTICUT  
PROPOSALS**

**ISSUE NO: A1S:**

**State's Last Best Offer:**

**Article 10**

**Seniority**

**Section 2(C) 1**

**(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, but only if the anticipated 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 A2S below)]

**ISSUE NO: A2S:**

**State's Last Best Offer:**

**Article 10**

**Seniority**

**Section 2(C) 1**

**(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 thrice-yearly on January 1, May 1 and September 1 of each year.

**ISSUE NO: A3S**

**State's Last Best Offer:**

**Article 10**

**Seniority**

**Section 10**

**Section 10. Shift Transfer Lists.** Each facility shall maintain a shift transfer list which will be updated on a thrice-yearly basis on January 1, May 1 and September 1 of each year. An employee on Worker's Compensation shall be eligible for shift transfer under this provision.

**ISSUE NO: A4S**

**State's Last Best Offer:**

**Article 26**

**RETIREMENT, INSURANCES AND LEAVES**

**Section 3**

**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.

**ISSUE NO: A13S**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**New Section 11 Development Of A Maintenance On-Call Standby Program**

**Section 11** (new). **Maintenance On-call/Standby.** Effective thirty (30) days following legislative approval, management may establish a procedure to designate qualified employees in Correctional Maintenance positions by job classification and function as on-call/standby status. Management will solicit volunteers and provide any necessary training for the performance of on call duties, which will be rotated among the volunteers. 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.

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

**ISSUE NO: A14S**

**State's Last Best Offer:**

**Article 37**

**Employee Drug Testing/Screening**

**Sections 2 Through 8**

**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 up to twenty-five percent (25%) of bargaining unit members may be so tested. No employee shall be subject to more than two (2) random drug tests in any contract year.

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 for either refusing to take the test or being found culpable for 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 terminated.

(Each party has proposals relating to the same contract sections)

**Issue No. A5S:**

**State's Last Best Offer:**

**Article 12**

**Grievance Procedure**

**Section 9**

**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. Effective upon legislative approval of this Agreement, the State shall allocate \$5,000.00 to cover the cost of arbitration at the rate of: \$225 for day one of the hearing; \$150 per day for each additional hearing date; and \$175 for writing the arbitration award. Unexpended funds shall revert to the State. Should the yearly allocation be insufficient to pay for all remaining cases, the parties will share equally in the per case cost.
- 7) 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.
- 8) Pending Cases.** The parties agree, immediately upon legislative approval of this Agreement, if not beforehand, to meet and discuss the backlog of pending arbitration case with the goal of resolving, thereby reducing, the numbers of the same.
- 9) Postponements.** In any individual arbitration case, each party will be allowed one postponement. Thereafter, postponements shall only be by mutual consent of the parties.

**UNION**

**PROPOSALS**

**ISSUE NO: 1**

**State's Last Best Offer:**

**Article 12**

**Grievance Procedure**

**Section 9**

**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.

**ISSUE NO: 2**

**State's Last Best Offer:**

**Article 12**

**Grievance Procedure**

**Section 9**

- 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.

**ISSUE NO: 3**

**State's Last Best Offer:**

**Article 12**

**Grievance Procedure**

**Section 9**

- 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.

**ISSUE NO: 4**

**State's Last Best Offer:**

**Article 12**

**Grievance Procedure**

**Section 9**

**3. Costs.** The parties shall share equally in the expenses of the arbitrator.

**ISSUE NO: 5**

**State's Last Best Offer:**

**Article 12**

**Grievance Procedure**

**Section 9**

**4. 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. Effective upon legislative approval of this Agreement, the State shall allocate \$5,000.00 to cover the cost of arbitration at the rate of: \$225 for day one of the hearing; \$150 per day for each additional hearing date; and \$175 for writing the arbitration award. Unexpended funds shall revert to the State. Should the yearly allocation be insufficient to pay for all remaining cases, the parties will share equally in the per case cost.

**ISSUE NO: 6**

**State's Last Best Offer:**

**Article 12**

**Grievance Procedure**

**Section 9**

**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. The Union will bear the entire cost of submission, if applicable.

**ISSUE NO: 7**

**State's Last Best Offer:**

**Article 12**

**Grievance Procedure**

**Section 9**

**Numbered appropriately.**

**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.

**ISSUE NO: 8**

**State's Last Best Offer:**

**Article 12**

**Grievance Procedure**

**Section 9**

**Expedited cases. No Language.**

**ISSUE NO: 9**

**State's Last Best Offer:**

**Article 12**

**Grievance Procedure**

**Section 9**

**Numbered appropriately.**

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

**ISSUE NO: 10**

**State's Last Best Offer:**

**Article 12**

**Grievance Procedure**

**Section 9**

**Numbered appropriately.**

**Postponements.** In any individual arbitration case, each party will be allowed one postponement. Thereafter, postponements shall only be by mutual consent of the parties.

**ISSUE NO. 11:**

**State's Last Best Offer:**

**Article 12**

**Grievance Procedure**

**Section 9**

**Withdrawn**

**ISSUE NO: 12**

**State's Last Best Offer:**

**Article 13**

**Dismissal, Suspension, Demotion Or Other Discipline**

**Section 3**

Retain current language as follows:

**Section 3. Discipline.** No employee who has completed the working test period shall be disciplined or discharged except for just cause. In determining just cause, the regulations of the Blue Book governing disciplinary action as defined above are hereby incorporated by reference.

**ISSUE NO: 13**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 1**

**Section 1. Salaries.**

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

- 1)** Effective July 4, 2008, the base annual salary of all employees shall be increased by three percent (3.0%).

**ISSUE NO: 14**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 1**

**Section 1. Salaries.**

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

- 2)** Effective June 24, 2009, the base annual salary of all employees shall be increased by two and one-half percent (2.5%).

**ISSUE NO: 15**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 1**

**Section 1. Salaries.**

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

- 3)** Effective June 23, 2010, the base annual salary of all employees shall be increased by two and one-half percent (2.5%).

**ISSUE NO: 16**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 1**

**Section 1. Salaries.**

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

- 4)** Effective July 1, 2011, the base annual salary of all employees shall be increased by three percent (3.0%).

**ISSUE NO: 17**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 2**

**Section 2. Annual Increments.**

1. Annual increments for 2008-2009 shall be delayed six months. Employees at the top step of the pay scale shall receive a [subject to award on Issue No. 46] lump sum payment.

**ISSUE NO: 18**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 2**

**Section 2. Annual Increments.**

2. Annual increments for 2009-2010 shall be delayed six months. Employees at the top step of the pay scale shall receive a [subject to award on Issue No. 47] lump sum payment.

**ISSUE NO: 19**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 2**

**Section 2. Annual Increments.**

3. Annual increments for 2010-2011 shall be delayed six months. Employees at the top step of the pay scale shall receive a [subject to award on Issue No. 48] lump sum payment.

**ISSUE NO: 20**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 2**

**Section 2. Annual Increments.**

4. Annual increments for 2011-2012 shall be delayed six months. Employees at the top step of the pay scale shall receive a [subject to award on Issue No. 49] lump sum payment.

**ISSUE NO: 21**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 4**

Retain current language as follows:

**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.

**ISSUE NO: 22**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 6**

Retain current language as follows:

**Section 6. Night Shift Differential.** All employees who are in this bargaining unit and who are eligible to receive shift differential in accordance with current practice and whose assigned work shift begins any time after 2:00 P.M. and before 6:00 A.M. shall receive a night shift differential of eighty (80) cents per hour. Shift differential will only be paid when an employee is actually working.

**ISSUE NO: 23**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 6**

Retain current language as follows:

**Section 6. Night Shift Differential.** All employees who are in this bargaining unit and who are eligible to receive shift differential in accordance with current practice and whose assigned work shift begins any time after 2:00 P.M. and before 6:00 A.M. shall receive a night shift differential of eighty (80) cents per hour. Shift differential will only be paid when an employee is actually working.

**ISSUE NO: 24**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 6**

**Section 6. Night Shift Differential.** All employees who are in this bargaining unit and who are eligible to receive shift differential in accordance with current practice and whose assigned work shift begins any time after 2:00 P.M. and before 6:00 A.M. shall receive a night shift differential of eighty (80) cents per hour. Shift differential will only be paid when an employee is actually working.

A. Effective June 18, 2010, the night shift differential shall be increased to ninety (90) cents per hour. Shift differential will only be paid when an employee is actually working.

**ISSUE NO: 25**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 6**

**Section 6. Night Shift Differential.** All employees who are in this bargaining unit and who are eligible to receive shift differential in accordance with current practice and whose assigned work shift begins any time after 2:00 P.M. and before 6:00 A.M. shall receive a night shift differential of eighty (80) cents per hour. Shift differential will only be paid when an employee is actually working.

A. Effective June 18, 2010, the night shift differential shall be increased to ninety (90) cents per hour. Shift differential will only be paid when an employee is actually working.

**ISSUE NO: 26**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 7**

Retain current language as follows:

**Section 7. Weekend Differential.** For the purposes of this Section, a weekend is defined as beginning with the start of the third shift on Friday and terminating with the end of the second shift on Sunday inclusive.

**A. Minimum.** The weekend differential shall be paid for working a minimum of six (6) hours on a shift defined in Section 7 above.

**B. Rate.** The rate shall be fifty-five (55) cents an hour.

**ISSUE NO: 27**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 7**

Retain current language as follows:

**Section 7. Weekend Differential.** For the purposes of this Section, a weekend is defined as beginning with the start of the third shift on Friday and terminating with the end of the second shift on Sunday inclusive.

**A. Minimum.** The weekend differential shall be paid for working a minimum of six (6) hours on a shift defined in Section 7 above.

**B. Rate.** The rate shall be fifty-five (55) cents an hour.

**ISSUE NO: 28**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 7**

**Section 7. Weekend Differential.** For the purposes of this Section, a weekend is defined as beginning with the start of the third shift on Friday and terminating with the end of the second shift on Sunday inclusive.

**A. Minimum.** The weekend differential shall be paid for working a minimum of six (6) hours on a shift defined in Section 7 above.

**B. Rate.** The rate shall be fifty-five (55) cents an hour.

(1) Effective June 18, 2010, the weekend differential shall be increased to sixty-five (65) cents an hour.

**ISSUE NO: 29**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 7**

**Section 7. Weekend Differential.** For the purposes of this Section, a weekend is defined as beginning with the start of the third shift on Friday and terminating with the end of the second shift on Sunday inclusive.

**A. Minimum.** The weekend differential shall be paid for working a minimum of six (6) hours on a shift defined in Section 7 above.

**B. Rate.** The rate shall be fifty-five (55) cents an hour.

(1) Effective June 18, 2010, the weekend differential shall be increased to sixty-five (65) cents an hour.

**ISSUE NO: 30**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 9 B.**

**Facility Meal Reimbursement. Rate**

**B. Rate.** Effective July 4, 2008, the meal reimbursement rate shall be \$8.50 for each shift actually worked.

**ISSUE NO: 31**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 9 B.**

**Facility Meal Reimbursement. Rate**

**B. Rate.** Effective July 4, 2008, the meal reimbursement rate shall be \$8.50 for each shift actually worked.

**ISSUE NO: 32**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 9 B.**

**Facility Meal Reimbursement. Rate**

**B. Rate.** Effective July 4, 2008, the meal reimbursement rate shall be \$8.50 for each shift actually worked. Effective June 18, 2010, the meal reimbursement rate shall be \$9.00 for each shift actually worked.

**ISSUE NO: 33**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 9 B.**

**Facility Meal Reimbursement. Rate**

**B. Rate.** Effective July 4, 2008, the meal reimbursement rate shall be \$8.50 for each shift actually worked. Effective June 18, 2010, the meal reimbursement rate shall be \$9.00 for each shift actually worked.

**ISSUE NO: 34**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 9 C.**

**Facility Meal Reimbursement. Eligibility**

Retain Current language as follows:

**C. Eligibility.** The minimum time for eligibility for such reimbursement shall be equal to one-half ( $\frac{1}{2}$ ) 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.

**ISSUE NO: 35**

**State's Last Best Offer:**  
**Article 17**  
**Compensation**  
**New Section 11 A. Bumps Top Step**

No new language.

**ISSUE NO: 36**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**New Section 11 (1) Increase Top Step By Five Percent (5%)  
July 1, 2008**

No new language.

**ISSUE NO: 37**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**New Section 11 (1) Increase Top Step By Five Percent (5%)  
July 1, 2009**

No new language.

**ISSUE NO: 38**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**New Section 11 (1) Increase Top Step By Five Percent (5%)  
July 1, 2010**

No new language.

**ISSUE NO: 39**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**New Section 11 (1) Increase Top Step By Five Percent (5%)  
July 1, 2011**

No new language.

**ISSUE NO: 40**

**State's Last Best Offer:**  
**Article 17**  
**Compensation**  
**New Section 12 A. Add Additional Steps**

No new language.

**ISSUE NO: 41**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**New Section 12 (1) Add An Additional Step To Pay Plan Four  
Percent (4%) Higher, Effective June 30, 2009**

No new language.

**ISSUE NO: 42**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**New Section 12 (2) Add An Additional Step To Pay Plan Four  
Percent (4%) Higher, Effective June 30, 2010**

No new language.

**ISSUE NO: 43**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**New Section 12 (3) Add An Additional Step To Pay Plan Four  
Percent (4%) Higher, Effective June 30, 2011**

No new language.

**ISSUE NO: 44**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**New Section 12 (4) Add An Additional Step To Pay Plan Four  
Percent (4%) Higher, Effective June 30, 2012**

No new language.

**ISSUE NO: 45**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**New Section 13. Lump Sum Amounts For Employees At  
Maximum Changed From Fixed Amount To Percentage Of  
Pay.**

No new language

**ISSUE NO: 46**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 2. Annual Increments. Lump Sum Amounts**

**Section 2. Annual Increments.**

1. Annual increments for 2008-2009 shall be delayed six months. Employees at the top step of the pay scale shall receive a \$750 lump sum payment.

**ISSUE NO: 47**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 2. Annual Increments. Lump Sum Amounts**

**Section 2. Annual Increments.**

1. Annual increments for 2009-10 shall be delayed six months. Employees at the top step of the pay scale shall receive a \$750 lump sum payment.

**ISSUE NO: 48**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 2. Annual Increments. Lump Sum Amounts**

**Section 2. Annual Increments.**

1. Annual increments for 2010-2011 shall be delayed six months. Employees at the top step of the pay scale shall receive a \$750 lump sum payment.

**ISSUE NO: 49**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**Section 2. Annual Increments. Lump Sum amounts**

**Section 2. Annual Increments.**

1. Annual increments for 2011-2012 shall be delayed six months. Employees at the top step of the pay scale shall receive a \$750 lump sum payment.

**ISSUE NO: 50**

**State's Last Best Offer:**  
**Article 17**  
**Compensation**  
**New Section 15 a. Revised pay Plan**

No new language.

**ISSUE NO: 51**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**New Section 15 (1) Revised pay Plan increasing each step by  
\$2,828 effective July 1, 2008**

No new language.

**ISSUE NO: 52**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**New Section 15 (2) Revised pay Plan increasing each step by  
another \$2,828 effective July 1, 2009**

No new language.

**ISSUE NO: 53**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**New Section 15 (3) Revised pay Plan increasing each step by  
another \$2,828 effective July 1, 2010**

No new language.

**ISSUE NO: 54**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**New Section 15 (4) Revised pay Plan increasing each step by  
another \$2,828 effective July 1, 2011**

No new language.

**ISSUE NO: 55**

**State's Last Best Offer:**

**Article 17**

**Compensation**

**New Section 16 Additional compensation for carrying  
response device off duty**

No new language.

**ISSUE NO: 56**

**State's Last Best Offer:**

**Article 25**

**Vacations**

Retain current language as follows:

**Section 1 Schedule.** Employees who were hired prior to July 1, 1997 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
Twenty (20) or more years	One and two-thirds (1-2/3) days per month

**ISSUE NO: 57**

**State's Last Best Offer:**

**Article 27 B.**

**Employee Uniform, Personal Appearance And  
Identification**

Retain Current Language as follows:

**B. Uniformed Personnel.** 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. 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 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.

No New Section 6 providing for a stipend to wear clean clothes.

**ISSUE NO: 58**

**State's Last Best Offer:**

**Article 28**

**Military Leave**

Retain current language as follows:

**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 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.

**ISSUE NO: 59**

**State's Last Best Offer:**

**Article 33**

**Tuition Reimbursement**

**Section 2. Fund Amount.** Effective July 1, 2008, there shall be \$80,000 appropriated for each year of this Agreement for the purpose of tuition reimbursement. 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.

**ISSUE NO: 60**

**State's Last Best Offer:**

**Article 33**

**Tuition Reimbursement**

**Section 2. Fund Amount.** Effective July 1, 2008, there shall be \$80,000 appropriated for each year of this Agreement for the purpose of tuition reimbursement. 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.

**ISSUE NO: 61**

**State's Last Best Offer:**  
**Article 33**  
**Tuition Reimbursement**

**Section 2. Fund Amount.** Effective July 1, 2008, there shall be \$80,000 appropriated for each year of this Agreement for the purpose of tuition reimbursement. 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.

**ISSUE NO: 62**

**This is a non mandatory subject of bargaining.**

**Union must withdraw.**

**ISSUE NO: 63**

**State's Last Best Offer:**

**Article 35**

**Board of Parole - Add new section to pay for the meals of  
Parole employees**

No New Language.

**ISSUE NO: 64**

**State's Last Best Offer:**

**New Article**

**Add new section to pay for the meals of Counselors working  
in community Service**

No New Language.

**ISSUE NO: 65**

**State's Last Best Offer:**  
**Appendix D, Parole Pagers**  
**Section 1A**

Retain Current Language as follows:

**PAROLE - PAGERS**

- 1) When a Parole Officer is paged during their non-work hours by a Parole Supervisor or by the answering service, the Officer shall be eligible for one (1) hour of callback compensatory time if required to make phone calls/faxes;
- 2) If the Parole Officer is paged during their non-work hours by a Parole Supervisor or by the answering service, the Officer shall be eligible for a minimum four (4) hours of callback compensatory time if required to take further action such as picking up a parolee, going to a police station or going to court;
- 3) Should a Parole Officer be paged during their non-work hours by a Parole Supervisor or by the answering service on a State holiday, Article 21 "Holidays," shall apply for the accrual of callback compensatory time. This shall not be used for the purpose of earning any additional pay;
- 4) The Board shall continue its practice of providing tinted windows for cars that have cages as long as DAS Fleet Services permits.

**ISSUE NO: 66**

**State's Last Best Offer:**

**Article 38**

**Duration**

**Section 1. Effective Date.** Although this Agreement covers the period July 1, 2008 to June 30, 2011, 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.

**ISSUE NO: 67**

**State's Last Best Offer:**

**Appendix B**

**Longevity Semi-Annual Payment**

**Collective Bargaining Unit Np-4**

**Effective July 1, 2008 Through June 30, 2011**

<b>Salary Group</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>25 Years</b>
<b>CO-1</b>	<b>\$75.00</b>	<b>\$150.00</b>	<b>\$225.00</b>	<b>\$300.00</b>
<b>CO-2</b>	<b>75.25</b>	<b>150.50</b>	<b>225.75</b>	<b>301.00</b>
<b>CO-3</b>	<b>92.00</b>	<b>184.00</b>	<b>276.00</b>	<b>368.00</b>
<b>CO-4</b>	<b>94.75</b>	<b>189.50</b>	<b>284.25</b>	<b>379.00</b>
<b>CO-5</b>	<b>97.50</b>	<b>195.00</b>	<b>292.50</b>	<b>390.00</b>
<b>CO-6</b>	<b>100.50</b>	<b>201.00</b>	<b>301.50</b>	<b>402.00</b>
<b>CO-7</b>	<b>103.25</b>	<b>206.50</b>	<b>309.75</b>	<b>413.00</b>
<b>CO-8</b>	<b>106.00</b>	<b>212.00</b>	<b>318.00</b>	<b>424.00</b>
<b>CO-9</b>	<b>109.00</b>	<b>218.00</b>	<b>327.00</b>	<b>436.00</b>
<b>CO-10</b>	<b>111.75</b>	<b>223.50</b>	<b>335.25</b>	<b>447.00</b>
<b>CO-11</b>	<b>114.75</b>	<b>229.50</b>	<b>344.25</b>	<b>459.00</b>
<b>CO-12</b>	<b>117.50</b>	<b>235.00</b>	<b>352.50</b>	<b>470.00</b>
<b>CO-16</b>	<b>141.50</b>	<b>283.00</b>	<b>424.50</b>	<b>566.00</b>