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**IDnum** 335 **Language** English **Country** United States **State** CT

**Union** AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

**Local** 387, 391, 1565

Occupations Represented
Correctional officers
Locksmiths and safe repairers
Social workers
Registered nurses

**Bargaining Agency** State of Connecticut

**Agency industrial classification (NAICS):**  
92 (Public Administration)

**BeginYear** 1994 **EndYear** 2001

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**Notes**

**Contact**

**Full text contract begins on following page.**

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**CORRECTIONS**

**[NP-4]**

**BARGAINING UNIT**

**CONTRACT**

*BETWEEN*

**STATE OF CONNECTICUT**

*AND*

**AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES**

**EFFECTIVE: JULY 1, 1994**

**EXPIRING: JUNE 30, 2001**

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## **PREAMBLE**

STATE OF CONNECTICUT, acting by and through the Commissioner of Administrative Services, hereinafter called "the State" or "the Employer", and Council 4, American Federation of State, County and Municipal Employees, (Local Nos. 387, 391 and 1565), AFL-CIO, hereinafter called "AFSCME" or "the Union", hereby agrees as follows (the inclusions of Locals herein does not alter the Recognition or any other Article of this Agreement): WITNESSETH:

## **ARTICLE 1 RECOGNITION**

**Section One.** Covered Employees. The State recognizes the Union for the purposes of collective bargaining as the exclusive representative of all employees in the unit certified by the Connecticut State Board of Labor Relations, in Case No. SE-4728, Decision No. 1703, issued January 5, 1979, including, temporary and durational employees, excluding all others, provided that this Agreement shall not apply to non-permanent employees who are appointed on a emergency, provisional, summer or intermittent basis. Employees hired as Federal Grant Participants, or serving a working test period shall be considered as covered employees.

**Section Two:** The Union shall be notified in writing of any proposed change or new job specification for bargaining unit classifications prior to implementation. Upon written request of the Union, the State agrees to negotiate over the impact of the effect of any change to the extent required by law, however, such negotiations shall not prevent the State from implementation.

**ARTICLE 2**  
**ENTIRE AGREEMENT**

**Section One.** This Agreement, upon ratification, (when applicable), and upon legislative approval, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

**Section Two.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the State and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 3**  
**NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

**Section One.** The parties herein agree that neither shall discriminate against any employee on the basis of race, color, creed, sex, age, national origin, marital status or lawful political activity.

**Section Two.** Neither party shall discriminate against an employee on the basis of membership or non-membership or lawful activity in behalf of the exclusive bargaining agent.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of any employee activity in an official capacity on behalf of the Union.

**Section Three. Affirmative Action.** The parties acknowledge the need for positive and aggressive affirmative action to redress the effects of past discrimination, if any, whether intentional or unintentional, to eliminate present discrimination, if any, to prevent further discrimination, and to ensure equal opportunity in the application of this Agreement. The Labor Management Committee (but not the grievance procedure) shall be the proper forum for problems, ripe or anticipated, which impact upon philosophy and/or directives of this Section

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

**Section Five.** The Employer shall take reasonable measures to prevent harassment or disparate treatment at the work place.

#### **ARTICLE 4 NO STRIKES-NO LOCKOUTS**

**Section One.** Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sick-out, or any interference with the

mission on any State agency. This Article shall be deemed to prohibit the determined concerted boycott or determined concerted refusal of overtime work.

**Section Two.** The Union shall exert its best efforts to prevent or terminate any violation of Section One of This Article.

**Section Three.** The Employer agrees that during the life of this Agreement there shall be no lock-out.

## **ARTICLE 5 MANAGEMENT RIGHTS**

Except as otherwise limited by an express provision of this Agreement, the State reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of an agency and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies. Except as otherwise limited by a specific provision of this Agreement, inherent management rights are not subject to the grievance procedure.

## **ARTICLE 6 UNION SECURITY AND PAYROLL DEDUCTIONS**

**Section One.** Union dues and initiation fees, if any, shall

be deducted by the State Employer biweekly from the paycheck of each employee who signs and remits to the State Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

**Section Two.** An employee covered by this Agreement who is not a member of the Union is required, as a condition of employment, to pay to the Union an amount equal to the regular dues, fees and assessments that a member is charged.

**Section Three. (a)** The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280 of the Connecticut General Statutes to pay such a fee as a condition of employment, provided, however, no such payment shall be required of an employee whose membership is terminated for reasons other than non-payment of Union dues.

**(b)** The deduction of the agency service fee shall be effective with the first payroll check received as an employee covered by this contract and the amount of agency service fee shall be determined by the Union and shall not exceed the amount of the Union dues. An employee who objects to payment of such fee based on the tenets of a bona-fide religious sect shall have his/her agency service fee forwarded by the Union to a nationally recognized charity, designated by mutual agreement of the Union and State, provided that the employee submits such objection in writing to the Union.

**(c)** The amount of dues or agency service fees deducted under this Article shall be remitted to the appropriate Local Union Treasurer after the payroll period in which such dues and fees are deducted, together with a list of names of employees from whose salaries such deductions were made.

**(d)** Should the Union believe that the Union dues/fees of an employee have not been deducted correctly the Union shall

notify the employing agency with the specific nature of the problem. Upon agency verification of the problem the agency shall arrange for corrective action with the Union and the employee. (For example, an employee whose dues have been under-deducted by \$1.00 for six (6) pay periods shall have \$1.00 extra deducted, in addition to the correct dues deduction, for a period of six (6) pay periods).

(e) The Union agrees to indemnify the State Employer for its damages or cost incurred in defense of actions taken under this Section by the State.

**Section Four.** In accordance with those procedures promulgated by the Office of the State Comptroller the State shall allow for the deduction of contributions for the Union's political action fund.

**Section Five.** The State shall furnish AFSCME Council 4, on a quarterly basis reports containing the following information sorted by facility:

- a) New hires into Bargaining Unit, their classification, Social Security number, and address.
- b) Re-employed workers into the Bargaining Unit, their classification, social security number, address, and date of hire.
- c) Employees separated from the Bargaining Unit and date of separation.
- d) General changes for Bargaining Unit employees.

**ARTICLE 7**  
**UNION RIGHTS**

**Section One. Access to Information.** The Employer agrees to provide the Union, upon request and adequate notice,

access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. The Union will not be charged for infrequent and/or reasonable copying expenses, however, the Union shall reimburse the State for the expense and time spent photocopying such information and otherwise as permitted under the State Freedom of Information Law.

The Union shall not have access to privileged or confidential information.

**Section Two. Bulletin Board.** (a) The State will furnish a minimum of one bulletin board at each institution which the Union may utilize for their announcements and Union material. Two such boards will be provided in the larger facilities. The Union shall be provided a key for access to the bulletin board at institutions where such boards are presently locked. The State reserves the right to have the Union remove material that is of a partisan, political nature or is inflammatory, or derogatory to the State Employer or any of its officers or employees. After the material in question is removed, the Union shall have the right to grieve and to arbitrate.

b) Agency bargaining unit vacancies, including promotions, shall be posted at least ten (10) calendar days prior to the closing date of the position.

**Section Three. Access to Premises.** AFSCME representatives (International or District Council staff or steward assigned) shall be permitted to enter the facilities of the Department of Corrections at any reasonable time for the purpose of discussing, processing or investigating grievances, or fulfilling its role as collective bargaining agent, provided that they give telephone notice of their intended visit and upon arrival they give notice of their presence immediately to the office.

**Section Four. Use of Employer Facilities.** (a) The Department will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the Department.

(b) The Employer will permit the Union to leave handouts in specified areas and to allow the Union to use mail boxes where available. Employees will be allowed to carry Union mail between institutions as long as this does not interfere with the performance of duties. Employees may receive Union business faxes, at designated locations from AFSCME and Locals.

**Section Five. Union Business Leave.** (a) A maximum of four hundred (400) person-days per year shall be granted without loss or pay of benefits for the purpose of attending delegate conferences or conventions. In the year of the International AFL-CIO convention, an additional seventy-five (75) person-days shall be granted for attendance at that convention. Each contract year, delegates to the Connecticut State AFL-CIO Convention shall be granted leave without loss of pay or benefits for the days on which the Convention is scheduled. Forty-five (45) person days shall be granted for this provision.

It is understood, however, that in emergency situations such leave may be withheld or revoked. Employees may or may not change work schedules for weeks in which conventions occur. Requests for leave time shall be made in writing as soon as possible and no later than two (2) weeks in advance to the Office of Labor Relations except in cases where two (2) weeks is not possible.

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



and Labor Relations. Upon return from such leave, the State Employer shall offer said employee a position relatively equal to the former position in pay, benefits, and duties at the rates in force at time of return from such leave.

**Section Six. Number of Stewards.** The Union shall furnish the Employer with a list of all employee representatives and Union staff members authorized to so represent the Union within sixty (60) calendar days from the date of execution of this Agreement. Such list shall be updated quarterly.

**Role of Stewards and Union Executive Board Members in Processing Grievances.** The stewards or Union Executive Board members will obtain permission from their immediate supervisors when they desire to leave their work assignments to properly and expeditiously carry out their duties in connection with the employee/management agreement. When contacting an employee, the stewards or Union Executive board members will first report to and obtain permission to see the employee from his/her supervisor, and such permission will be granted unless the work situation or an emergency demands otherwise. If the immediate supervisor is unavailable, permission will be requested from the next level of supervision. Requests by stewards or Union Executive Board members to meet with employees and/or employees to meet with stewards or Union Executive Board members will state the name of the employee involved, his/her location, indicating briefly what union business is to be discussed, and the approximate time that will be needed. Stewards or Union Executive Board members thus engaged will report back to their supervisors on completion of such duties and return to their job and will suffer no loss of pay or other benefits as a result thereof.

**Section Seven.** Permission to enter the premises or to conduct representational business during working hours may be denied or revoked in profound circumstances.

**Section Eight.** International representatives and Union staff representatives may be present at Labor Management meetings and at grievance hearings at the level of Step II and above.

**Section Nine.** Employer representatives shall deal exclusively with Union designated stewards or representatives in the processing of grievances or any other aspect of contract administration.

## **ARTICLE 8 TRAINING**

**Section One.** The Employer recognizes the need to provide relevant training for each new employee and on-the-job training.

**Section Two.** In furtherance of the objectives in Section One, in addition to local training committees, a Training Committee shall be appointed, composed of six (6) bargaining unit members and management representatives. This committee will meet quarterly and its objective is to review the training needs of the department and to recommend to the Commissioner of Correction training programs in light of the ACA accreditation standards. The determination to implement these programs, including their length and duration and selection of trainees, or not to implement the training programs rests with the Commissioner of Correction. Further, where practicable, experienced Corrections Officers who possess the relevant skills and experience shall be utilized as trainers.

**Section Three.** New employees may be required to attend orientation training on a live-in basis. During such training they will be required to attend sessions on the schedule established, for which they shall receive the normal bi-weekly salary appropriate to their job classification. Their duty station

shall be considered the training site for the duration of the program.

**Section Four.** Training will be scheduled during normal working hours when, in management's judgment, it is practical to do so. Training required by the State in addition to regular duty time shall be considered time worked for overtime purposes, except as provided otherwise under Section Three.

**Section Five.** The dollar amount equivalent of a one (1.0%) percent increase based on general base wages effective July 1, 1983 shall be set aside for training purposes. This fixed amount of dollars shall be allocated each year thereafter unless changed through the collective bargaining process.

**Section Six.** The Employer shall provide the Union with one (1) hour per training class to address same on matters concerning the Union. The one (1) hour shall take place at the start of the shift on the fourth (4<sup>th</sup>) Wednesday of each class. The Union shall also be allowed access up to one (1) hour prior to the start of the shift to prepare for the meeting.

## **ARTICLE 9 WORKING TEST PERIOD**

**Section One.** 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.

**Section Two.** Evaluations of performance during the Working Test Period shall not be subject to any appeals procedures, including grievance provisions of this Agreement.

**Section Three.** Notwithstanding the provision of Sections One and Two above individuals hired as Correction Officer Trainees shall, in addition to the initial working test period referenced therein, be required to successfully complete a ten (10) week orientation training program, including four (4) weeks assigned to a facility. Trainees will not be assigned to a designated post or position without having a permanent officer also assigned to such post or position.

Permanent status shall not accrue until successful completion of the ten (10) week program and the six (6) month initial working test period.

**Section Four.** Bargaining unit employees who while in a working test period incur a worker's compensation injury which results in an absence from work shall not have this time credited towards meeting the requirements of a working test period. The Department will inform an employee in this situation of when his/her working test period will expire.

## **ARTICLE 10 SENIORITY**

**Section One. (a). 1.** For the purpose of computing longevity and length of vacation leave, seniority shall be defined as length of continuous state service, with the inclusion of Section 5-255 and 256, including military service.

**2.** Effective July 1, 1997, the calculation of service for purposes of longevity benefits shall be based upon total State service, including paid leave and war service.

**3.** Effective July 1, 1997, the calculation of service for purposes of vacation accrual eligibility shall be based on length of continuous State service including paid leave, war service, up to six (6) months of unpaid leave and/or to one (1) year of

any period of continuous layoff provided the employee is reemployed within three (3) years.

**4.** The definition of seniority in this Article shall not affect pension rules.

**(b)** Seniority shall be defined as length of continuous service in each class from date of permanent appointment to such class, subject to the provisions of Section Two, and shall apply as follows:

**1.** 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.

**2.** Inverse class seniority shall be the basis for selecting employees for non-disciplinary, involuntary transfer from one institution or facility to another.

**3. (i)** As the correctional institutions and centers develop vacancies, the senior institution or center employee in the same classification whose name appears on the transfer list for institutions or centers will be transferred. 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.

**(ii)** An employee must have worked six (6) months as a permanent employee to be eligible to have his/her name placed on the transfer list.

**(iii)** Employees are not eligible for transfer under this Article if they have been granted, rejected or constructively rejected a prior transfer request within the previous six (6) month period.

(iv) Employees may remove their names from the transfer list at any time prior to being notified of an opening at the facility of their choice. The employee must notify the employer within 24 hours upon receipt of an offer of transfer of his/her intention to accept or reject such offer. Failure to comply with this provision shall be considered a constructive rejection of the offer of transfer.

(v) When new facilities are established and opened, up to fifty (50%) percent of all bargaining unit positions will be filled by seniority transfer when there are sufficient numbers of employees on the transfer list. No more than fifteen (15%) percent of the total positions in a single facility shall be transferred to a new facility upon opening. The opening of new facilities shall be announced within ninety (90) days of the projected opening in order that interested persons can place their names on the transfer list.

**Section Two.** Seniority shall not be computed until after completion of the working test period. Seniority shall be retroactive to the date of hire.

Effective upon legislative approval this Section shall be interpreted to include time spent in training as a Correction Officer Trainee (Cadet) as retroactive seniority applicable as a Correction Officer after completion of the working test period.

**Section Three.** State service while working in a trainee class shall not accrue until permanent appointment after successful completion of the training, whereupon it shall be retroactively applied to include such service.

**Section Four.** Seniority shall be deemed broken by:

(a) termination of employment caused by resignation, dismissal for just cause, or retirement;

(b) failure to report for five (5) working days without authorization.

**Section Five. Seniority Lists.** Seniority lists shall be maintained on a six (6) month basis with copies to local Union presidents.

**Section Six.** Employees who resign and are reinstated in the same classification within one (1) year from date of resignation shall have credit for seniority up to the break in service restored. At the appointing authority's discretion, credit for seniority up to the break in service may be restored to an employee who otherwise returns to service within three (3) years of a service break.

**Section Seven.** Union stewards and Union Executive Board members, while serving in these capacities, shall have top class seniority for purposes of layoffs.

**Section Eight.** Class seniority will be applied as the determining factor in shift assignment for continuous operations when all other factors are equal. Management retains the right to determine when all other factors are equal. The Union may grieve a pattern of denials of shift assignment by seniority.

**Section Nine.** Each facility shall maintain a shift transfer list which will be updated on a quarterly basis.

## **ARTICLE 11**

### **ORDER OF LAYOFF AND REEMPLOYMENT**

**Section One.** In the event of a reduction of the work force, employees shall be laid off by seniority with the least senior employee being laid off first.

Layoff shall be by class and sub-title. In any class affected by a layoff, non-permanent employees in the affected class who are excluded from the bargaining unit in Article I, Recognition, shall be laid off prior to any bargaining unit employee. When the Employer decides to reduce the work force in a facility, Section Two shall be invoked. When a layoff becomes

necessary, the agency will identify the specific position to be eliminated and notify the incumbent in writing with as much notice as possible, but not less than four (4) weeks. A copy of the written notice shall be sent concurrently to the Union.

**Section Two. (a)** An employee in a class affected by layoff may, at his/her option, bump the least senior employee in his/her facility in a job in which he/she formerly held permanent status or the least senior employee in the same classification in the employee's agency, provided he/she has more seniority than the least senior employee affected.

**(b)** The least senior employee in the classification in the facility affected by the reduction in work force shall be laid off and given the option to replace the least senior employee in the same classification in the employee's agency.

**(c)** An employee, failing to exercise this option, shall be laid off and his/her name placed on the recall list for vacancies as they occur for a period of three (3) years.

**(d)** An employee affected by layoff shall fill an existing vacancy, if any. If an employee declines to fill a vacancy, he/she shall have waived any bumping rights. Should multiple vacancies exist, the employee shall have the option to select the facility in line with his/her seniority.

**Section Three.** The bumping employee would be paid for services in the lower classification at the closest rate of pay in the lower salary range to the rate held by the employee at the time of reassignment, but not higher.

**Section Four. Reemployment.** Employees on layoff shall be recalled in the reverse order of the procedure as stated above for layoffs.



## **ARTICLE 12**

### **GRIEVANCE PROCEDURE**

**Section One. Definition. Grievance.** A grievance is defined as, and limited to, a written complaint involving an alleged violation or a dispute involving the application or interpretation of a specific provision of this Agreement.

**Section Two.** Grievances shall be filed on mutually agreed forms which specify:

- (a) the facts,
- (b) the issue,
- (c) the date of the violation alleged,
- (d) the specific controlling contract provision,
- (e) the remedy or relief sought.

Any grievance may be amended up to and including Step III of the grievance procedure.

**Section Three. Grievant.** A Union representative, with or without the aggrieved employee, may submit a grievance and the Union may, in appropriate cases, submit an "institutional" or "general" grievance in its own behalf. When individual employee(s) or, in case of a class grievance, a group of employees elect(s) to submit a grievance without Union representation, the Union's representative or steward shall be notified of the pending grievance and shall be provided a copy thereof and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the steward and/or Executive Board member present, the steward and/or Executive Board member shall not attend the meeting, but shall be provided with a copy of the written response to the grievance. The steward and/or Executive Board member shall be entitled to receive upon request from the Employer all documents furnished to the grievant pertinent

to

the disposition of the grievance and to file statements of position. Any adjustment of a grievance filed by an employee(s) without representation shall not be inconsistent with the terms of this Agreement.

**Section Four. Informal Resolutions.** The grievance procedure outlined hereunder is designed to resolve grievances promptly at the lowest level. Informal discussions between the employee and the Union and agency managers are encouraged prior to using the grievance procedure detailed in Section Six.

**Section Five.** A grievance shall be deemed waived unless submitted at Step 1 (disciplinary grievance at Step 3) within fifteen (15) calendar days from the date of the cause of the grievance, or within fifteen (15) days from the date the grievant became aware of the cause of the grievance. As used in this Article “cause of a grievance” and “effect or impact of a grievance” are not similar. A grievance shall be deemed waived unless subsequently processed within the time limits provided in this Agreement.

**Section Six. Step I.** A grievance may be submitted within the fifteen (15) day period specified in Section Five to the employee's first supervisor in the chain of command who is outside the bargaining unit. The institution head, warden, or designee shall meet with the steward or Union Executive Board member and/or the grievant and issue a written response within seven (7) days after such meeting. The meeting shall take place and the written response issued not later than ten (10) days from the date of receipt.

**Step II.** When the answer at Step I does not resolve the grievance, it shall be submitted to the Commissioner of Corrections or his/her designee within five (5) days of the due date of the previous response. Within fourteen (14) days after receipt of the grievance, a meeting will be held with the employee and/or a union representative and a written response

issued within five (5) days thereafter. The grievant may be represented by the persons already designated at Step I and the local union president or his/her designee, but in no event more than two (2) representatives.

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

**Section Seven.** For the purpose of the time limits hereunder, "days" shall mean calendar days unless otherwise specified. The Union and the State, by mutual agreement, in any instance may extend time limits or waive any or all of the steps herein before cited.

**Section Eight.** In the event that the State Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits therefor shall apply as if the State Employer's answer had been timely filed on the last day.

**Section Nine. Arbitration.** (Effective upon legislative approval) 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:

**(a) SUSPENSIONS GREATER THAN FIVE DAYS, DEMOTIONS AND 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;

(2) 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;

(3) The parties agree that Arbitrators Susan Meredith and Thomas Staley shall exclusively hear NP-4 arbitration's under this provision. Should either or both of the named arbitrators no longer hear cases through the Board, replacement of same shall be by the mutual agreement of the parties;

(4) 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 two arbitrators.

**(b) OTHER DISCIPLINE AND CONTRACT INTERPRETATION**

(1) Submission shall be by certified letter, postage prepaid to the Office of Labor Relations.

(2) The parties shall establish a panel of five (5) arbitrators selected by mutual agreement. Two (2) of the five (5) shall be Arbitrators Meredith and Staley.

(3) The parties shall share equally in the expenses of the arbitrator.

(4) Cases shall be assigned on a rotating basis (alphabetically) to the arbitrator panel based on the date of filing, first filed, first assigned.

**(5)** Either party, upon written notice to the other, between March 1<sup>st</sup> and March 10<sup>th</sup> of each contract year may remove an arbitrator(s). By April 1<sup>st</sup> the parties will have a reconstituted mutually agreed upon panel of five (5) arbitrators for the succeeding contract year.

**(c)** 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.

**(d)** 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 herein.

**(e)** 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.

**(f)** The parties by mutual agreement may assign multiple cases to an individual arbitrator for expedited arbitration.

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

**(h)** The arbitrator shall have no power to add to, subtract from alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I. The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes Section 52-4188,

provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability.

**Section Ten.** Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance or arbitration procedure:

(a) dismissal of employees during the working test period;

(b) reduction in force decision, except for order of layoff;

(c) classification and pay grade for newly created jobs, provided, however, this clause shall neither enlarge nor diminish the Union's right to negotiate on pay grades;

(d) compliance with health and safety standards and COSHA;

(e) appeal of rejection from admission to an examination;

(f) any grievance processed in accordance with the procedures in effect at the time the grievance arose;

(g) disputes over claimed unlawful discrimination in violation of Article 3 (Non-Discrimination and Affirmative Action), Section One (Non-Discrimination) shall be subject to the grievance procedure but shall not be arbitrable in any case where the Human Rights Commission has asserted jurisdiction.

**Section Eleven.** Disputes over an employee's job classification (reclassification grievances) shall be subject to the grievance procedure but shall not be arbitrable. The final step shall be appeal to a three (3) person panel consisting of personnel officers from each of two (2) State agencies, each of

which has more than one hundred (100) employees, and one (1) designee of the Union who is experienced in the area of job classification.

**Section Twelve.** The State will continue its practice of paid leave time for necessary witnesses of either party.

### **ARTICLE 13**

#### **DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE**

**Section One.** Disciplinary action includes oral reprimand, written reprimand, suspension (with written notice except in emergency), demotion, discharge, transfer between facilities.

**Section Two.** An oral reprimand shall not be deemed to have been issued unless the employee reprimanded has been advised in writing that he has received an oral reprimand and a notation to that effect from the party administering the reprimand is made part of the employee's official personnel file. No written reprimand shall be deemed to have been issued unless the written communication is labeled a written reprimand and a copy of said reprimand is made part of the employee's official personnel file. Any action not complying with the above requirements shall not be deemed a reprimand and shall not be considered as disciplinary action. The record of an oral reprimand shall be removed from the employee's personnel file on the anniversary date of the issuance. The record of a written reprimand shall be removed from the employee's personnel file on the second anniversary date of the issuance. It is understood that the record of reprimand shall not be removed within the above time period if the employee has received subsequent related discipline within the above specified time period.

**Section Three.** 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.

**Section Four.** Any grievance under Section One above will be submitted at Step III. By mutual agreement, a grievance under Section One above may be expedited directly to arbitration.

**Section Five.** The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and shall supersede all pre-existing forums. It is understood that the arbitrator's remedial powers include reinstatement with full back pay and restoration of all other rights.

**Section Six.** If an employer has reason to criticize an employee, it shall be done in a manner that will not embarrass the employee before others.

**Section Seven.** In cases which involve a criminal investigation or the disposition of a criminal charge related to the employee's work performance the employee may be placed on leave of absence without pay for a period not to exceed sixty (60) calendar days pending administrative action of appointing authority provided, however that the said employee may utilize accrued leave credits exclusive of sick leave, while on such unpaid leave of absence.

Where the employer utilizes the unpaid leave of absence authorized herein but is unable to complete its investigation within sixty (60) days the employer shall either (a) place the affected employee on a paid leave of absence, or (b) restore the affected employee to his/her former position during the pendency of the investigation.

An employee placed on an unpaid leave of absence as authorized herein who, at the conclusion of the employer's investigation is (a) not disciplined, shall be made whole for the said leave; (b) reprimanded, shall be made whole for the said

leave; (c) suspended for a period less than the leave, shall have the applicable portion of the said leave converted to a suspension, and be made whole for the remainder; (d) suspended for a period more than the leave, shall have the said leave converted to a suspension with the balance to be imposed prospectively; (e) demoted, shall have such demotion effective upon the date of the decision to demote and be made whole for the said leave; (f) dismissed, shall have such dismissal effective upon the date of the decision to dismiss.

**Section Eight.** An employee who is to be interrogated concerning an incident or action which may subject him/her to disciplinary action shall be allowed to have a Union steward or other representative at the interrogation. This provision shall be applicable to interrogation before, during, or after the filing of a charge against an employee or notification to the employee of disciplinary action. Should an employee waive his/her right to have a Union steward present during an interrogation the employee must make such waiver in writing.

**Section Nine.** Whenever practicable, the investigation, interrogation or discipline of employees shall be scheduled in a manner intended to conform with the employee's work schedule, with an intent to avoid overtime. When any employee is called to appear at any time beyond his/her normal work time, and actually testifies, he/she shall be deemed to be actually working. This provision shall not apply to Union stewards or Executive Board members.

**Section Ten.** The grounds presently spelled out in Section 5-240 for dismissal, demotion, suspension and reprimand, including the consequences of unsatisfactory service rating(s), are hereby incorporated by reference.

Unsatisfactory service rating(s), except during a working test period shall be grievable.

False claims of illness shall be grounds for serious discipline, which may include dismissal.

## **ARTICLE 14**

### **HOURS OF WORK AND WORK SCHEDULES**

The regularly established work week for employees in this unit shall be thirty-six and one-quarter (36 1/4) hours per week. All employees shall be scheduled to work a regular shift as determined by the appointing authority; such work shift shall have specific starting and quitting times, except that employees assigned to field services shall have no specific starting and quitting times.

Employees in continuous operations as defined below will have a regularly scheduled work week which provides for an average of thirty-six and one-quarter (36 1/4) hours per week over a sixteen (16) week cycle, which provides for seventy (70) days of eight (8) hours and fifteen (15) minutes, which includes roll call. It is understood that every other weekend off will remain in those schedules at CRCI, Osborne, Enfield, and Cheshire where they now have it.

- Continuous Operations
- Food Service Supervisor I,II,III
- Correction Officer
- Correction Officer Aide-where need exists
- Correctional Medical Attendant  
to maintain around-the-clock coverage
- Correctional Treatment Officer, where appropriate
- Correctional Stationary Engineer
- Federal grant Participants, where appropriate
- Correctional Services Aides, where appropriate

It is recognized that a number of positions have been in existence many years as exceptions to the continuous operations described above. These five (5) day posts will

continue to be recognized, as will any such positions that may be subsequently identified by the appointing authority.

Insofar as possible, changes in work schedules will be made with a minimum of two (2) weeks notice to the employee affected by a work schedule change, except when changes are necessary due to emergency situations, in accordance with present practice.

Employees in operations which are not continuous operations as listed in this Article shall work five (5) seven (7) hour and fifteen (15) minute days with two (2) consecutive days off in each seven (7) day period. Employees who are assigned to work in an institution are required to be available to supervise inmates, if necessary, during their meal periods. Such time shall be counted as work time.

As new facilities are opened it is agreed that employees in continuous operations shall be assigned to the "five on three off" 36 ¼ hour work schedule.

## **ARTICLE 15**

### **OVERTIME**

**Section One. Rate of Pay.** An employee who performs work authorized by the Employer in addition to his/her regular work week, as defined in the work schedule article, shall be compensated at straight time for all such overtime hours up to forty (40), and at time and one-half for all overtime hours over forty (40) in that work week. The provisions of this Section shall not apply with respect to any employee employed in a position or class which has been designated unscheduled. Such employees shall continue to receive compensatory time off for hours worked in excess of their normal work week.

**Section Two. Voluntary Overtime Distribution.** All overtime work, including overtime holdovers caused by short notice of absence, shall be distributed equally to employees

within the same job class at each institution, regardless of shift who have volunteered for such overtime. Equalization shall be accomplished annually, subject to quarterly review of the overtime list by both parties. For the purpose of equalization, overtime work refusal shall be treated as overtime worked. Three (3) separate instances of an unanswered phone on three (3) separate days shall count as one (1) refusal, and six (6) refusals within a quarter shall remove an employee from the overtime list for the balance of the quarter. At the beginning of each quarter, employees seeking overtime shall sign-up for the overtime list and those employees who do not sign for the quarter but subsequently sign for future quarters or employees removed for six (6) refusals shall be credited with the highest overtime hours earned by employees in the previous quarter. The overtime list will be available for inspection.

It is understood that overtime may be assigned out of rotation for overtime holdovers caused by short notice of absence or overtime otherwise required to be assigned out of rotation, subject to the equalization required in the first paragraph.

**Section Three. Call Time.** Employees called back to duty after completion of a regular shift shall receive a minimum of four (4) hours pay at the applicable overtime rate. This provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift. Employees who refuse overtime work prior to their regular starting time shall not be charged with a refusal for the purpose outlined in Section Two.

**Section Four.** When practical, overtime checks shall be paid not later than the second payroll period following the overtime worked.

**Section Five.** Overtime pay shall not be pyramided.

**Section Six.** No employee shall be required to work more than two (2) consecutive shifts and no employee will be ordered to work two (2) consecutive days of two (2) consecutive shifts, except in an emergency situation.

**Section Seven.** Any employee who is not released at the end of his/her assigned shift shall be paid at the applicable rate in units of quarter hours for any part worked thereof.

**Section Eight.** As used in this Article, the phrase designated work unit may include but shall not be limited to complex, district, facility or operation within a facility.

**Section Nine.** When a designated work unit requires overtime holdover (i.e., draft) it shall be accomplished by inverse class seniority utilizing staff on duty from the previous shift including those staff currently on a single overtime shift on their day off. Such holdover shall also be in compliance with other provisions herein.

**Section Ten.** 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.

## **ARTICLE 16**

### **TEMPORARY SERVICE IN A HIGHER CLASS**

**Section One.** An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first consecutive work day, be paid for such actual work retroactive to the first day of such work at the rate of the higher class as if promoted thereto, provided such assignment is approved by the Director of Personnel and Labor Relations.

**Section Two.** Such assignments may be made when there is a bona fide vacancy which management has decided to fill, or when an employee is on extended absence due to illness,

leave of absence, or other reasons. Extended absence is one which is expected to last more than thirty (30) working days.

**Section Three.** An appointing authority making a temporary assignment to a higher class shall issue the employee written notification of the assignment and shall immediately forward the appropriate form seeking approval of the assignment from the Director of Personnel and Labor Relations in writing.

**Section Four.** If on or after the thirty-first consecutive working day of such service, the Director of Personnel and Labor Relations has not approved the assignment, the employee upon request shall be reassigned to his/her former position, subject to the provisions of Section Five.

**Section Five.** In the event the Director of Personnel and Labor Relations disapproves the requested assignment on the basis of his/her judgment that the assignment does not constitute temporary service in a higher class, the employee shall continue working as assigned with recourse under the appeal procedure for reclassification as provided in Article 15. The form certifying the assignment will specify the rights and obligations of the parties under Sections Four and Five.

**Section Six.** Temporary assignments to a higher class for periods of thirty working days or less shall not be utilized to defeat the basic contractual obligation herein.

## **ARTICLE 17 COMPENSATION**

**Section One.** Employees shall receive pay increases as follows:

1. The salary schedule in effect during 1993-94, shall remain in effect during 1994-95, except the NP-4 salary schedule contained in the State Coalition of Pay Equity

(SCOPE) Agreement shall be incorporated into the 1994-2001 NP-4 contract, effective June 23, 1995.

**2.** The salary schedule effective June 23, 1995 shall remain in effect up to and including December 4, 1997. Effective fifteen (15) days after legislative approval, or as soon as possible thereafter, all active employees, as of June 1, 1997, shall receive a lump sum payment in lieu of any retroactive money (GWI's, A.I.'s, etc.) according to the following:

**A.** Employees hired prior to June 1, 1995, but on or after June 1, 1994 shall receive \$1,900.00;

**B.** Employees hired prior to June 1, 1994, but on or after June 1, 1993 shall receive \$3,800.00;

**C.** Employees hired prior to June 1, 1993, shall receive \$5,700.00;

**D.** Employees who retired after June 1, 1996 but prior to June 1, 1997 with at least twenty (20) years of hazardous duty service shall receive \$1,900.00.

**E.** Permanent employees, as of June 1, 1997, who are not eligible for a lump sum payment shall receive \$900.00;

**3.** Effective December 5, 1997, the base annual salary of all employees shall be increased by three percent (3.0%).

**4.** Effective December 4, 1998, the base annual salary of all employees shall be increased by three percent (3.0%).

**5.** Effective December 3, 1999, the base annual salary of all employees shall be increased by three percent (3.0%).



6. Effective December 15, 2000, the base annual salary of all employees shall be increased by three percent (3.0%).

The hiring rate for Correction Officer Trainees, (Cadets) shall be ten (10%) percent below Step 1 of the salary grade for Correction Officer. In the first full pay period following completion of the tenth week of the initial probationary period such Trainee's salary will be adjusted to Step 1 of the salary grade for Correction Officer.

**Section Two.** Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with the existing practice provided:

1. Annual increments for 1994-95 will not be paid.
2. Annual increments for 1995-96 and 1996-97 are both delayed until July 4, 1997.
3. Annual increments for 1997-98 shall be on time.
4. Annual increments for 1998-99 shall be on time.
5. Annual increments for 1999-2000 shall be delayed three (3) months.
6. Annual increments for 2000-2001 shall be delayed three (3) months.

**Section Three.** 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.

**Section Four.** Mileage reimbursement shall be at the rate established by the U.S. General Services Administration. The State Employer shall readjust such rate within thirty (30 days of any change by the U.S. General Services Administration..

**Section Five. 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 sixty-five (65) cents per hour.

Shift differential shall be included for vacation, holiday, sick leave and personal leave days but not in pay for compensatory time taken in lieu of overtime payment.

Effective upon legislative approval of this Agreement shift differential will only be paid when an employee is actually working.

**Section Six. Special Reporting Pay.**

1. The special reporting pay for contract years 1994-95, 1995-96 and 1996-97 shall be four hundred dollars (\$400.00).

2. All regular full-time employees as of November 1<sup>st</sup> of each contract year who have completed ninety (90) days of employment or upon completion of ninety (90) days of employment shall receive four hundred (\$400.00) payable in the first pay period of December of each contract year listed above.

3. Pro-rated pay shall be applicable for part-time employees as state above.

4. Effective with contract year 1997-98 the special reporting pay shall be discontinued.

**Section Seven. Weekend Differential.** 1. 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.

2. The weekend differential shall be paid for working a minimum of six (6) hours on a shift defined in subsection 1 above . The rate shall be forty (40) cents an hour.

3. Effective upon legislative approval of this Agreement the weekend differential will only be paid when an employee is actually working.

**Section Eight.** When the employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons thereof.

The employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid unless the employer and employee agree to some other arrangements.

In the event the employee contests whether he/she was actually overpaid the employer shall not institute refund procedures until completion of the grievance/arbitration appeal process.

**Section Nine. Facility Meal Reimbursement.**

Employees at all existing correctional facilities shall continue to receive reimbursement as detailed herein.

1. As new correctional facilities open during the term of this agreement, the employees at such facilities shall also receive meal reimbursement as is in effect at current facilities.

2. The meal reimbursement rate shall be \$5.00 for each shift actually worked.

3. 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.

4. All inmate workers will be removed from the staff dining area during meal periods.

5. Secured refrigeration equipment will be provided in each facility. Vending machines will also be installed in each facility. Prices charged for items in the vending machines will be kept at cost.

6. Employees who are transporting inmates or parolees outside of the institution shall receive the same reimbursement as if they were working inside the institution.

7. Effective July 1, 1999, the meal reimbursement rate shall be \$6.00.

### **Section Ten. Working Conditions Stipend.**

In consideration of the fact that the Objective Job Evaluation study by Willis Associates did not properly take into consideration the severe dangers associated with the NP-4 bargaining unit jobs, all members covered by this Agreement shall receive a stipend for working conditions of \$800.00 on December 5, 1997, and yearly thereafter payable in the first pay period of December of each contract year.

## **ARTICLE 18**

### **CLASS REEVALUATION (UPGRADING)**

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

**Section Two.** On and after July 1, 1988, the Union, and not any individual employee, shall have the right to appeal in writing, on forms provided by the State, reevaluation of a class. Within sixty (60) days after the filing of such appeal, the Director of Personnel and Labor Relations or his/her designee(s) shall conduct a hearing on the appeal and shall

answer the appeal within thirty (30) days after the hearing is held. If the appeal is denied, or if no answer is given within ninety (90) days after the submission of the appeal, the Union, and not any individual employee(s), may submit the appeal to final and binding arbitration. Such submission must be made within one hundred five (105) days after the submission of the appeal, and in all other respects must conform to the requirements in Article 12, Grievance and Arbitration Procedure. The arbitrator must be competent in public sector job evaluation, classification and compensation. The parties will seek to agree on a closed panel of arbitrators for this purpose.

**Section Three.** In any arbitration case arising from such appeal, the arbitrator shall judge the appeals only with respect to whether there was a change in job duties of the class appealed so substantial that it should have the effect of changing its compensation grade. In making such judgment, the arbitrator shall not examine changes in job content which occurred prior to July 1, 1988 or prior to the effective date of any successor agreement if an appeal is filed after the date this contract expires. Neither pay comparability for equal work in other jurisdictions nor internal consistency with other State jobs shall be criteria for the arbitrator's decision hereunder.

**Section Four.** Nothing in this Article shall be deemed to prevent the State from instituting a class reevaluation on its own initiative.

## **ARTICLE 19**

### **PERMANENT PART-TIME EMPLOYEES**

Permanent part-time employees will continue to receive wages and fringe benefits on a pro-rata basis to the extent provided under existing rules and regulations.

**ARTICLE 20**  
**METHOD OF SALARY PAYMENT**

**Section One.** Upon presentation to the agency of an injury claim form and the supporting medical data as the result of a claimed on the job injury the employee shall receive up to four (4) weeks pay, but in no event beyond the determination from the Worker's Compensation Division. An employee shall have the option to use all accrued leave balances between the date of determination and the actual receipt of benefits. If the employee is entitled to Worker's Compensation benefits, the employee shall receive his/her first payment through the agency payroll office no later than four (4) weeks following such determination. An adjustment will be made at that time to provide for (a) reimbursement to the agency of up to four (4) weeks pay received by the employee under this clause; (b) reimbursement of any payment made for leave time under this clause; (c) restoration to the employee's leave bank of any leave utilized under this clause.

**Section Two.** The Employer will continue to pay its current contributions for life insurance and hospital and medical insurance for the period of time the employee is on a work-related disability leave under Section One of this Article.

**Section Three. Advanced Vacation Pay.** Upon written request to the agency, no later than three (3) weeks prior to the commencement of a scheduled vacation period, an employee shall receive such earned and accrued pay for vacation time as he/she may request, such payment to be made prior to the commencement of the employee vacation period. Such advances shall be for the period of not less than one (1) pay week.

**Section Four.** In all other respects, the method of salary payment on June 30, 1982 shall continue in force.

**ARTICLE 21**  
**GROUP HEALTH INSURANCE**

**Section One.** For the duration of this Agreement, the State shall continue in force the health insurance coverage in effect on June 30, 1994, unless modified by the Health Care Cost Containment process or by mutual agreement of the parties on that subject.

**Section Two.** Employees shall be entitled to an Accidental Death and Dismemberment Policy in an amount equal to the face value of an employee's life insurance policy.

**ARTICLE 22**  
**HOLIDAYS**

**Section One.** For the purposes of this Article, holidays are as follows: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**Section Two.** Unless superseded in this Article, the provisions of Section 5-254 and the appurtenant regulations shall continue in force.

**Section Three. Overtime - Call in on a Holiday. (A)** Each employee whose job does not require him/her to work on a holiday shall ordinarily receive the holiday off and shall receive his/her regular week's pay for the week in which the holiday falls. When such employee is called in to work on a holiday, in addition to his/her regular week's pay, he/she shall receive overtime pay at the applicable rate and shall be guaranteed a full day of work.

**(B)** Each employee whose job requires him/her to work on a holiday and who is called in to work on a holiday falling on a regular scheduled day off shall receive overtime pay at the

applicable rate in addition to the compensatory day off in lieu of such holiday.

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

**B.** Effective July 1, 1998, each employee whose job requires him/her to work on a holiday other than Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, Lincoln's Birthday, or Washington's Birthday, and who works as scheduled on a holiday which falls on his/her regular work day shall receive a day's pay at straight time in addition to his/her regular week's pay

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

**B.** Effective July 1, 1998 each employee whose job requires him/her to work on Thanksgiving, Christmas, or New Year's Day, shall be paid at the rate of time and one-half his/her regular hourly rate for all hours worked on the holiday in addition to his/her regular pay for the day.

**Section Six. A.** Each employee whose job requires him/her to work on Martin Luther King Day, Lincoln's Birthday, or Washington's Birthday shall be paid at the rate of time and one-half for all hours worked on the holiday in



addition to his/her regular pay for the day. The employee may take compensatory time off in lieu of the holiday pay.

**B.** Effective July 1, 1998 each employee whose job requires him/her to work on Martin Luther King Day, Lincoln's Birthday, or Washington's Birthday shall be paid at the rate of time and one-half his/her regular hourly rate for all hours worked on the holiday in addition to his/her regular pay for the day.

**Section Seven.** 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.

**Section Eight.**

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

Christmas Day	-	December 25 <sup>th</sup>
New Year's Day	-	January 1 <sup>st</sup>
Independence Day	-	July 4 <sup>th</sup>

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

**2.** Holidays for all other employees shall be observed on the dates designated by the State.

**ARTICLE 23**  
**PERSONAL LEAVE**

Each permanent employee shall be granted up to three (3) days personal leave per year, without having to provide a reason. However, whether the leave will be granted when requested depends upon: (1) the adequacy of notice; (2) known approved leaves and absences for the requested dates, and (3) an emergency as unanticipated need for the absence. The Employer will endeavor to provide an answer to the request

within a reasonable time. Once a written approval has been granted, it shall not be revoked.

## **ARTICLE 24**

### **PREGNANCY, MATERNAL, PARENTAL AND FAMILY LEAVE**

Disabilities resulting from pregnancy and maternity, defined as the hospital stay and any period of time prior to and subsequent to delivery certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job, may be charged to any earned accrued paid leaves. Upon expiration of paid leave, the employee may request, and shall be granted, a leave of absence without pay, position held. The total period of leave of absence without pay with position being held shall not exceed six (6) months following the date of delivery. A request to continue on a leave of absence beyond this six (6) month period must be in writing. If granted, the position may or may not be held for this extended period subject to the appointing authority's decision.

Up to three (3) days paid leave, deducted from sick leave, will be provided to a spouse in connection with the birth, adoption or taking custody of a child.

The provisions of Public Act 87-291 (and any amendments) and the appurtenant regulations are hereby incorporated by reference.

## **ARTICLE 25**

### **LABOR MANAGEMENT COMMITTEES**

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

representative will break down as follows:

Osborn	2
Enfield	1
Cheshire	1
Niantic	1
Comm. Corr. Centers	2
Field Services	1
Carl Robinson Corr. Inst. (C.R.C.I.)	1
John Manson Youth Institution (M.Y.I.)	1

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

Osborn	6
Enfield	6
Cheshire (C.C.C.)	6
Manson Youth	6
C.R.C.I.	6
Niantic	5
New Haven	5
Hartford	5
Bridgeport	5
Brooklyn	3
Montville	3
J.B. Gates	3
Field Services	3
Webster	3
Cybulski	3
Willard	3
Northern	5
MacDougall	6
Walker	5
Northeast	3
Garner	6
Corigan	5

York/Niantic	6
Radgowski	3
Long Lane	3

The Union, upon request, shall be granted additional representation consistent with the current practice as a result of new facilities opening during the term of this Agreement.

No Executive Board member who works at a facility other than the institution where the meetings is being held will be permitted to attend unless the Complex Warden and/or a Deputy Commissioner is also present.

The topics for discussion will include, but are not limited to:

- (a) Methods of improving Employer/employee relations and productivity.
- (b) Safety and health problems of a continuing nature.
- (c) Affirmative action goals and methods of implementation.
- (d) Other problems which have an impact on conditions of employment.

**Section Two.** The Union or management shall request such a meeting in writing two (2) weeks prior to the requested time for the meeting, specifying the items to be discussed. The Department and the Union shall exchange agendas of topics to be discussed at least five (5) days in advance of the date set for the meeting. By mutual agreement, the parties may vary the agenda.

**Section Three.** The unit employees participating in the meetings shall be in pay status for the time spent in Union

Management meetings held during their regularly scheduled hours of employment.

**Section Four.** Staff representatives of the Office of Labor Relations and the Union may render assistance to the Labor Management Committee established by this Article as may be necessary to fulfill the objectives of this Article, and may participate in meetings of the Committee.

**Section Five.** The subjects discussed may relate generally to this Agreement, but shall not be for the purpose of discussing pending grievances or for collective bargaining on any subject. Minutes of such meetings will be distributed to Committee members within two (2) weeks after the meetings.

**Section Six.** The State agrees to the establishment of a committee to review and evaluate the staffing complements. The committee shall meet quarterly to evaluate such concerns. The committee shall consist of executives of Union and Management as follows:

Four (4) from the Union, one of which shall be a Staff Representative of Council 4

Two (2) from the Correction Department

Two (2) from the Office of Policy and Management

Recommendations of the committee shall be forwarded to the Commissioner of Correction, Secretary of Office of Policy and Management and Commissioner of Administrative Services for review and possible implementation within budgetary constraints.

## **ARTICLE 26 INDEMNIFICATION**

During the life of this Agreement, the State Employer will continue to indemnify persons covered by this Agreement to

the extent provided by Sections 4-165, 10-235 and 19a-24 of the Connecticut General Statutes.

**ARTICLE 27**  
**SUPERSEDENCE**

The inclusion of language in this Agreement concerning matters formerly governed by law, regulation, or policy directive shall not be deemed a preemption of the entire subject matter. Accordingly, statutes, rules, regulations, and administrative directives or orders shall not be construed to be superseded by any provision of this Agreement except as provided in the Supersedence Appendix to this Agreement, or where, by necessary implication, no other construction is tenable.

**ARTICLE 28**  
**LEGISLATIVE ACTION**

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 C.G.S. 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.

**ARTICLE 29**  
**SAFETY**

The Employer is receptive to all recommendations regarding improvement of apparently unsafe or unhealthy conditions. Once the Employer determines that an unsafe or unhealthy condition exists, it will attempt to alleviate or otherwise remedy the condition.

Disputes over unsafe or unhealthy working conditions shall be processed through the Labor Department for

compliance with COSHA or otherwise with the Department-wide Labor Management Committee, but shall not be subject to the grievance procedure.

The appropriate applications of this Section, including disputes on operating unsafe vehicles or equipment, shall be discussed by the Labor Management Committee at the agency or institution level.

### **ARTICLE 30 VACATIONS**

(a) 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:

- 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.

(b) On and after January 1, 1980, no employee will carry over without agency permission more than ten (10) days of vacation leave to the next year. For employees hired on and before June 30, 1977, the maximum accumulation of vacation leave shall be one hundred twenty (120) days. For employees hired on and after July 1, 1977, the maximum vacation accumulation shall be sixty (60) days.

(c) 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 vacation leave pay computed based on a standard eight (8) hour and fifteen (15) minute work day.

**ARTICLE 31**  
**RETIREMENT**

The terms and conditions of employee retirement benefits are negotiated separately by the State and the Unions. All provisions concerning retirement are governed by the separate agreement of the parties on that subject.

**ARTICLE 32**  
**INSURANCES AND LEAVES**

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:

(a) Sick leave, personal leave, or other paid or unpaid leave of absence; a leave of absence without pay of five (5) days or less in any month shall not affect the accrual of vacation or sick leave.

(b) Insurance coverages;

(c) Worker's Compensation;

(d) Retirement, including disability retirement;

(e) **Death benefits.** Effective July 1, 1980, upon death of an employee on the active payroll who has completed ten (10) years of State service, the Employer shall pay to the beneficiary one-fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll, up to a maximum payment equivalent to sixty (60) days pay.



(f) The State agrees to continue in effect its practice of reimbursing employees for damage to personal property, consistent with Section 5-142 of the C.G.S.

**ARTICLE 33**  
**SAVINGS CLAUSE**

Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction by reason of conflict with Federal law or State or Federal Constitutions, the remainder of the Agreement shall continue in full force and effect.

**ARTICLE 34**  
**NON-BARGAINING UNIT EMPLOYEES**

The State will not replace a bargaining unit position with inmates.

**ARTICLE 35**  
**PRINTING OF AGREEMENT**

The parties will share equally the cost of printing the Agreement in booklet form by a Union printer.

Purchase of services to accomplish such printing will be accomplished in accordance with State purchasing procedures.

**ARTICLE 36**  
**EMPLOYEE UNIFORM, PERSONAL APPEARANCE AND IDENTIFICATION.**

**1. Policy.** The Department shall issue standard uniforms to designated employees. Each Department employee shall present a neat, clean and well groomed appearance while in the performance of duties and/or while wearing a uniform. Official identification shall be issued to Department employees.

## **2. Authority and Reference.**

### **A. Connecticut General Statutes, Section 18-81.**

### **B. Administrative Directives 2.16, Honor Guard and 7.4 Correctional Emergency Response Teams.**

**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. 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.

**B. Uniformed Personnel.** The Department of Correction shall provide uniforms in accordance with Attachment A, Uniform Specification and Allotment. 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.

**1. Uniform Appearance.** Upon reporting for duty, uniforms as per Attachment A shall be clean and neat . Shoes shall have a clean and unscuffed appearance.

**2. Security Personnel Uniform.** Standards and guidelines for uniformed security personnel shall be as follows:

**a.** A shirt shall have a light blue Department shoulder patch, name tag, badge and insignia of rank (if applicable). A long sleeve or short sleeve uniform shirt shall be worn at the employee's discretion. A short sleeve shirt shall be fully buttoned with the exception of the top button. A long sleeve shirt shall be worn fully buttoned with a tie and tie clasp. A long sleeve shirt shall be worn at any official Departmental function or ceremony.

**b.** Trousers shall be worn with a belt and issued belt-worn equipment and supplies.

**c.** The jacket shall have a dark blue Department shoulder patch, badge, name tag and insignia of rank (if applicable). The jacket shall be worn at the discretion of the employee.

**d.** The sweater shall have a badge and name tag. The sweater shall be worn at the discretion of the employee.

**e.** Solid black leather type shoes/boots shall be worn with black socks, sneakers shall not be allowed. Special shoes and/or socks, when job or medically required, may be substituted as authorized by the Department .

**f.** Issuance of the hat shall be upon request and may be worn at the officer's discretion. The hat shall be worn with the brim squarely facing forward. A storm trooper cap shall be made available for an outside post during inclement weather.

g. Any tee shirt worn as an undergarment, if visible, shall be white.

h. All uniforms and allotments shall meet the specifications in Attachment A. Any insignia ornament or accessory other than provided for in this Directive shall be prohibited.

Each facility shall provide coveralls for special assignments which require protective clothing. Gray maintenance or detail uniforms shall be authorized for uniformed security personnel, performing detail duties.

**3. Uniformed Non-Security Personnel.** Uniformed non-security personnel shall be authorized to wear long or short sleeve shirts without a necktie, and other attire in accordance with Attachment A.

Special shoes, when medically required, may be substituted when authorized by the Unit Administrator.

**4. Exchange.** Uniform items, as per Attachment A, shall be exchanged on a one-for-one basis when an item is beyond repair or no longer fits. Name tags or belt equipment shall be replaced as required. All issued uniform replacements shall be at the employer's discretion and expense.

Any uniform which is in stock or has already been distributed at the time of this Directive may continue to be used until it is beyond repair or no longer fits.

**5. Honor Guard Uniform.** Honor guard uniforms shall be issued in accordance with Attachment A and Administrative Directive 2.16, Honor Guard.

**6. Correctional Emergency Response Team (CERT) Uniform.** CERT uniforms shall be issued in accordance with Attachment A and Administrative Directive 7.4, Correctional Emergency Response Team.

**7. Department Hearing Officer.** Department Hearing Officer uniforms shall be issued in accordance with Attachment A. A tie shall be worn with a long sleeve shirt and may be worn with a short sleeve shirt.

**8. Maternity Uniform.** Maternity uniforms shall be provided, as appropriate, when requested by the employee.

**9. Specialized Facility Uniforms.** Any specialized uniform to be worn by staff at a facility shall require an exception from the Commissioner.

**10. Transition.** The Department shall ensure that all uniformed personnel, as specified in this article, have received the required uniform allotment within 120 days of the effective date of this Agreement.

**4. Personal Appearance.** Personnel shall maintain a neat and clean appearance while on duty and/or in uniform.

**A. All Personnel.** Department personnel shall be subject to the following personal appearance regarding hair. All hair to include facial hair shall be clean, neat and trimmed. Neither color, cut nor style shall detract from the well groomed appearance of an employee. Hair shall not interfere with the normal wearing of authorized headgear, medical and safety/security equipment.

**B. All Uniformed Personnel.**

**1. Hair.**

Hair shall not cover more than one half of the ear, stand out more than one inch from the ear, extend to the eyebrows or be worn below the top of the collar.

Hair which falls below the collar shall be tucked under or tied up.

**2. Sideburns.** Sideburns shall be neatly trimmed and not extend below the bottom of the ear. The base of the sideburn

shall be a clean-shaven horizontal line. Sideburns shall be of uniform width from top to bottom with no flare at the base unless connected to a beard.

**3. Mustaches.** Mustaches shall be neatly trimmed. No portion of the mustache shall extend beyond the corners of the mouth by more than one half inch unless it is part of a beard.

**4. Beards.** Beards shall be trimmed and neat and shall not exceed three-quarters inch in bulk . Unless in the process of growing a beard or mustache, an employee shall be clean shaven.

**5. Fingernails.** Employees shall keep their fingernails neatly trimmed to 1/4 inch. While in uniform, only clear solid color or two-tone color fingernail polish may be worn.

**6. Jewelry.** Employees shall be prohibited from wearing visible jewelry other than;

- a. a wedding ring or set,
- b. a non-obstructive ring,
- c. watch, and
- d. medical alert bracelet/necklace or an MIA bracelet

**5. Employee Identification.** Each employee shall be issued a Departmental Identification Card which shall be carried while on duty.

**A. Content.** The Identification Card shall include the following:

1. employee photo;
2. name;
3. title;
4. duty station;
5. date of issue;
6. employee signature;
7. employee number; and
8. authorizing signature of the Commissioner.

**B. Update.** Each employee Identification Card shall be reissued at least every five (5) years with a current photo. No employee identification card shall be accepted beyond five (5) years from date of issue.

**C. Department Identification Card Return.** Upon permanent separation from the Department or new issuance, the employee shall return the Department Identification Card.

**6. Department Issued Badges.** Only employees classified under the Hazardous Duty Retirement Bill and Executive staff shall be issued and allowed to display badges while on duty or in an official capacity. Badges for Executive and managerial staff shall be gold in color and include the title of the individual. Badges for all other authorized employees shall be silver in color and include the title of the individual.

Uniformed staff shall wear the badge on the uniform shirt above the left pocket. Authorized non-uniformed employees may wear the badge on their belt only.

**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.

**Exceptions.** Any exception to the procedures in this Administrative Directive requires prior written approval from the Commissioner.

## ATTACHMENT A

### UNIFORM SPECIFICATION AND ALLOTMENT

The number in parentheses next to the uniform item indicates the quantity of the item(s) to be allotted.

#### CUSTODY UNIFORM

**1. Shirts** (7) A total of seven (7) long and/or short sleeve shirts; a minimum of one (1) shirt shall be long sleeve. The

shirt shall be light blue for line staff and white for line supervisors. The shirt shall have flap pockets with an opening for a writing instrument, reinforced holes for badge, epaulets and reinforced area for a name tag.

**2. Trousers** (5) Trousers shall be gray in color with blue and gold piping for supervisors and blue piping for officers.

**3. Hat** (1) Navy blue cap with insignia. (1) Navy blue arctic hat as provided for in Section 3(B)(2)(f).

**4. Belt** (1) Plain black leather belt, 1 1/2" width with a silver colored buckle for line staff and a gold colored buckle for supervisors. A key safe will also be issued.

**5. Necktie** (2) Navy blue clip-on style.

**6. Tie Clasp** (1) One-half inch wide by 2" length plain bar tie clasp, silver colored for line staff and gold colored for supervisors. The tie clasp is to be worn mid-way between the top and bottom of the shirt pocket.

**7. Jacket** (1) Navy blue police style uniform jacket. The jacket shall have zip-out lining, reinforced holes on the left side for a badge, zipper front and partial zip-up sides, detachable poly collar, two side pockets, and two pocket front pocket flaps with a gold button on each flap.

**8. Sweater** (1) Navy blue sweater. The sweater shall have a "V" neck, elbow and shoulder patches, and reinforced holes for a badge on the left front side.

NOTE: Items one (1) through eight (8) may be in accordance with specifications of previously issued articles until existing inventory are exhausted.

**9. Universal Precaution Pouch** (1) Black cordura pouch to be worn on the belt. A pair of disposable latex gloves and a CPR micro-shield shall be maintained in the pouch and shall be replaced after use.



**10. Department Shoulder Patch** (1 Per shirt, sweater and jacket) Circular, four inches in diameter, with gold embroidery, dark blue for a jacket and sweater, light blue for a shirt. The patch shall be worn 1" from the top of the left shoulder seam.

**11. Badge** (1) The authorized Department badge shall be an eagle style badge. It shall be silver colored with blue shirts and gold colored with white shirts. The badge shall be worn above the left shirt/jacket pocket, and or left breast of sweater.

**12. Name Tag** (2) The name tag shall be metal with black block lettering 1/2" x 3" and shall be worn directly above the right pocket on the shirt/jacket and on the right breast of the sweater. It shall be silver colored for blue shirts and gold colored white shirts. It shall include the rank, which shall be spelled out, first initial and last name of the employee.

**13. Insignia Denoting Rank** (2 sets) One (1) set shall be for a shirt and one (1) set shall be a larger set for the jacket. Insignias denoting rank shall be as follows:

**A. Major.** A gold oak leaf shall be positioned on each side of the collar with the base pointing down.

**B. Captain.** Double gold bars shall be positioned on each side of the collar, parallel with the front edge of the collar.

**C. Lieutenant.** A single gold bar shall be positioned on each side of the collar, parallel with the front edge of the collar.

**D. Uniformed Correctional Treatment Officer. The silver initials CTO shall be positioned on and parallel with the front edge of the collar.**

**14. Body Alarms** A body alarm shall be issued to each hazardous duty staff.

**15. Shoes** (1 pair) Black shoes with black laces. Black military type boots with black laces may be worn at the

employee's expense. Trousers shall remain outside when worn with a black military type boot. Shoes will be supplied on a yearly basis. Employee may buy second pair at the State rate.

**16. Socks** (7 pair) Black.

**17. Placement of Authorized Optional Accessories.**

**A.** American flag and/or P.O.W./M.I.A. pin may be worn on shirt centered directly under badge, with the base of the pin lined even with the top left pocket seam.

**B.** Ribbon of valor/ribbon of distinction may be worn on shirt centered above the name tag. When multiple ribbons are worn they shall be placed one above the other.

**C.** Accreditation pin may be worn on shirt centered directly above ribbon of valor/ribbon of distinction or above name tag.

**D.** Accreditation patch may be worn on the right shoulder 1" from the top of the jacket and/or sweater.

**E.** Honor Guard pin may only be worn by a present or past Honor Guard Member on the shirt centered directly over the ribbon of valor/ribbon of distinction or above name tag.

**G.** K-9 shoulder patch may only be worn by an active K-9 member on the right shoulder 1" from the top of the right shoulder seam or 1/2" below any other patch.

**H.** Facility identification initial pin may be worn on the shirt centered directly over the ribbon of valor/ ribbon of distinction or above the name tag or may be worn on the collar.

**I.** 1/2" x 3" gold colored hash marks may be worn on the left jacket sleeve. One hash mark for each five years of service.

**J.** A union pin shall be allowed for all union members.

**K.** No other uniform accessories shall be allowed unless authorized by the commissioner.

18. Foul weather gear shall be provided as necessary.

19. Handcuffs, keys, flashlights, category I chemical agents, radios and appropriate holders may be issued and worn on the belt as necessary.

### **CORRECTIONAL MAINTENANCE, INDUSTRIES and COMMISSARY**

1. **Shirt** (7) A total of seven (7) long and/or short sleeve shirts shall be gray.

2. **Trousers** (5) Trousers shall be gray.

3. **Belt** (1) Plain belt shall be black leather 1 1/2" wide with silver colored buckle.

4. **Department Shoulder Patch** (1 per shirt) Round dark blue with gold embroidering to be worn 1" from the top of the left shoulder seam.

5. **Name Tag** Navy blue with white lettering 1/2" x 3" to be centered directly above right shirt pocket. It shall include the title, first initial and last name of the employee.

6. **Jacket** (1) One waist length navy blue jacket with zip in liner and dark blue shoulder patch.

7. **Universal Precaution Pouch** (1) Black cordura pouch to be worn on the belt. A pair of disposable latex gloves and a CPR micro-shield shall be maintained in the pouch and shall be replaced after use.

8. **Hat** (1) A navy blue cap with insignia. A navy blue arctic hat as provided for in Section 3(B)(2)(f).

9. **Badge** (1) The authorized Department badge shall be an eagle style badge. It shall be silver colored.

**10. Foul Weather Gear** Foul weather gear shall be provided as necessary.

**11. Sweater** (1) Navy blue sweater. The sweater shall have a "V" neck, elbow and shoulder patches, and reinforced holes for a badge on the left front side.

**12. Belt** (1) Plain black leather belt, 1 1/2" width with a silver colored buckle for line staff and a gold colored buckle for supervisors. A key safe will also be issued.

**13. Shoes** (1 pair) Black shoes with black laces. Black military type boots with black laces may be worn at the employee's expense. Trousers legs shall remain outside when worn with a black military type boot. Employee may buy second pair at the State rate.

**14. Socks** (7 pair) Black

## **CORRECTIONAL FOOD SERVICE**

**1. Shirt** (7) Long and/or short sleeve shirts shall be white. The shirt shall have flap pockets with an opening for a writing instrument, reinforced holes for badge, epaulets and reinforced area for a name tag.

**2. Trousers** (5) Trousers shall be navy blue.

**3. Belt** (1) Belts shall be black leather 1 1/2" in width with a silver colored buckle.

**4. Hat** (1) A navy blue cap with insignia. A navy blue arctic hat as provided for in Section 3(B)(2)(f).

**5. Jacket** (1) One waist length navy blue jacket with zip in liner and dark blue shoulder patch.

**6. Department Shoulder Patch** (1 per shirt) Dark blue with gold embroidering to be worn 1" from the top of the left shoulder seam.

7. **Name Tag** Navy blue with white lettering 1/2" x 3" to be centered directly above right shirt pocket. It shall include the title, first initial and last name of the employee.

8. **Universal Precaution Pouch** (1) Black cordura pouch to be worn on the belt. A pair of disposable latex gloves and a CPR micro-shield shall be maintained in the pouch and shall be replaced after use.

9. **Badge** (1) The authorized Department badge shall be an eagle style badge. It shall be silver colored.

10. **Foul Weather Gear** Foul weather gear shall be provided as necessary.

11. **Sweater** (1) Navy blue sweater. The sweater shall have a "V" neck, elbow and shoulder patches, and reinforced holes for a badge on the left front side.

12. **Belt** (1) Plain black leather belt, 1 1/2" width with a silver colored buckle for line staff and a gold colored buckle for supervisors. A Key Safe will also be issued.

13. **Shoes** (1 pair) Black shoes with black laces. Black military type boots with black laces may be worn at the employee's expense. Trouser legs shall remain outside when worn with a black military type boot. Employee may buy second pair at the State rate.

14. **Socks** (7 pair) Black

## **HONOR GUARD**

1. **Long Sleeve Shirt** (2) White long sleeve shirt shall include Velcro flap pockets, reinforced holes for a badge, epaulets and a reinforced area for a name tag.

2. **Trousers** (1) Trousers shall be gray with blue and gold piping.

3. **Belt** (1) Belt shall be black patent leather 1 1/2" wide with a gold colored buckle.

4. **Shoes** (1 pair) Black patent leather.

5. **Socks** (2 pair) Black

6. **Hat** A gray State Police style with gold colored tassels and two holes in the front for placement of a hat badge.

7. **Department Shoulder Patch** (1 per shirt) A light blue patch with gold colored embroidery to be worn 1" from the top of the left shoulder seam. (1 per coat) A gray patch with gold colored embroidery.

8. **Name Tag** A gold colored metal tag 1/2" x 3" with black engraving to include rank, first initial and last name. It shall be centered above the right pocket flap seam.

9. **Badge** (1) The badge shall be an eagle style badge. It shall be gold colored and contain the words "Honor Guard" and shall be placed over the left shirt pocket in the holes provided.

10. **Braided Rope** The braided rope shall be gold colored with both ends attached to the right epaulet with the rope falling underneath the right arm.

11. **Ascot** Blue

12. **Gloves** White

13. **Honor Guard Pin** The Honor Guard pin shall be worn on the left shirt collar.

14. **Insignia Denoting Rank** (if applicable) The insignia denoting rank shall be in accordance with #13 of the Custody Uniform section of this Directive with the exception that no insignia of rank shall be placed on the left collar.

15. **Ribbon of Valor/Ribbon of Distinction** The ribbon of valor/ribbon of distinction may be worn directly above the

name tag. If multiple ribbons are worn they shall be placed one above the other.

**16. Hat Badge** (1) The hat badge shall be the authorized Department style gold colored badge with the exception that it shall be a smaller version with two screw-on attachments.

**17. Winter Coat for Honor Guard Dress** Waist length, gray trooper style jacket with shoulder patch.

## **CORRECTIONAL      EMERGENCY      RESPONSE TEAMS**

**1. Jumpsuit** The jumpsuit shall be black with a zipper front and belt loops.

**2. Riot Helmet** The riot helmet shall be black with a clear visor.

**3. Boots** The boots shall be military style, black with black laces.

**4. Belt** A black 1 1/2" in width black web belt to include a silver belt buckle.

**5. Department Shoulder Patch** Dark blue with gold embroidery to be worn 1" from the top of the left shoulder seam.

**6. Statewide CERT Patch** Black with gold embroidery to worn 1" from the top of the right shoulder seam.

## **HEALTH SERVICES**

Direct hands-on care Health Services personnel shall be provided scrubs and laboratory coats as appropriate. All direct care Health Services personnel shall be required to wear a name tag.

**1. Scrubs** The scrubs shall be navy blue with round neck.

2. **Laboratory Coats** The laboratory coats shall be white short and/or long sleeve.

3. **Department Shoulder Patch** (1 per laboratory coat) A navy blue patch with gold embroidery to be worn 1" from the top of the left shoulder seam.

4. **Name Tag** Navy blue with white lettering 1/2" x 3" to be centered directly above right shirt pocket. It shall include the title, first initial and last name of the employee.

5. **Foul Weather Gear** Foul weather gear shall be available as necessary.

6. **Badge** (1) The authorized Department badge shall be an eagle style badge. It shall be silver colored.

7. A Key Safe shall be issued.

## **DEPARTMENT HEARING OFFICER**

1. **Shirt** (7) Long and/or short sleeve shirt shall be white and shall include flap pockets with an opening for writing implement, reinforced holes for badge, epaulets and reinforced area for name tag.

2. **Trousers** (3) The trousers shall be charcoal gray dress slacks in color.

3. **Necktie** (2) Navy blue clip-on style.

4. **Tie Clasp** (1) One half inch wide by 2" in length plain bar and gold colored.

5. **Shoes** (1 pair) Black shoes with black laces. Black military type boots with black laces may be worn at the employee's expense. Trouser legs shall remain outside when worn with a black military type boot.

6. **Socks** (7 pair) Black.



7. **Badge** (1) The authorized Department badge shall be an eagle style badge. It shall be gold colored and placed in badge holes provided in shirt.

8. **Belt** The belt shall be 1 1/2" wide, black in color with gold belt buckle.

9. **Department Shoulder Patch** (1 per shirt) A light blue circular patch 4" in diameter with gold embroidery. The patch shall be worn on the shirt 1" from the top of the left shoulder seam.

10. **Name Tag** (2) The name tag shall be metal with black block lettering 1/2" x 3" and shall be worn directly above the right pocket on the shirt/jacket. It shall be gold colored. It shall include the rank, which shall be spelled out, first initial and last name of the employee.

**Insignia Denoting Rank** (2) The gold colored initials "DHO" shall be positioned on each side of the shirt collar, parallel with the front edge of the collar.

## **ARTICLE 37 BLUE BOOK**

References in this Agreement to "rules and regulations" refer to the "Blue Book", Regulations of the Personnel Policy Board effective July 1, 1975. Such references include also all applicable General Letters and Q-Items in effect on April 9, 1977. Reference to the Department of Correction shall, where applicable, mean the Department of Children and Families and Board of Parole.

## **ARTICLE 38 MILITARY LEAVE**

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 three (3) calendar weeks in a calendar year. 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.

Other requests for military leave may be approved without pay. Nothing in this Article shall be construed to prevent an employee from attending ordered military training while on regularly scheduled vacation.

The provisions of this Article shall supersede Sections 5-248(c) and 27-33 of the General Statutes and the appurtenant regulations of the Personnel Policy Board.

### **ARTICLE 39 HAZARDOUS DUTY**

The Union, and not any individual employee, shall, upon request, be granted a hearing by the Director of Personnel and Labor Relations concerning a claim for hazardous or unpleasant duty pay differential. Disputes under this Section shall not be subject to the Grievance and Arbitration Article.

### **ARTICLE 40 CARS**

Effective July 1, 1997, replacement vehicles shall be four-door, air conditioned and unmarked. An employee may take his/her assigned vehicle to his/her residence after completion of his/her work schedule.

**ARTICLE 41**  
**TRANSPORTING INMATES**

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

**ARTICLE 42**  
**PROVISIONAL APPOINTMENTS**

Upon promotional appointment on a provisional basis, an employee shall receive a minimum increase in salary of one (1) Annual Increment in the salary group to which promoted, as if appointed from an employment list.

**ARTICLE 43**  
**SICK LEAVE/MEDICAL CERTIFICATES**

If an employee is absent on sick leave for five (5) 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.

**ARTICLE 44**  
**STRESS MANAGEMENT**

1. The State shall establish a fund of one hundred thousand (\$100,000) dollars to be expended on stress management programs and/or procedures.

2. A committee shall be established by October 1, 1985 made up of three individuals designated by management to determine what programs and/or procedures shall be implemented.

3. The six (6) designated individuals shall select a neutral member to the committee by November 1, 1985.

4. Should the committee be unable to select a neutral member by November 1, 1985 the decision as to whom the neutral member shall be shall be turned over to the Labor Commissioner who shall appoint said neutral by January 1, 1986.

5. The cost for the chosen neutral member shall be deducted from the established fund.

6. Funds not expended during the life of this Agreement shall rollover into the successor to this Agreement under the provisions of this Article.

#### **ARTICLE 45**

#### **PERSONNEL FILES**

1. An employee has on site access to his/her personnel file upon written notice to the Department's Personnel Office.

2. Within ten (10) days of receipt of such notice the personnel file will be made available to the employee at the convenience of the facility.

3. The Union may have access to any employee's personnel file upon presentation of written authorization by the appropriate employee at the location of the normal keeping of the employee's personnel file.

4. Copies made of the contents of an employee's personnel file shall be charged at the applicable Freedom of Information rates.

5. Review and/or copying of any personnel files shall be done in the presence of a Department designee.

6. (a) No anonymous material concerning an employee shall be placed in his/her personnel file, nor shall any new material derogatory to an employee be placed in the file unless the employee has had an opportunity to sign it and has been given a copy of the material. If the employee refuses to sign, a Union steward will sign the material and be provided a copy.

(b) An employee may file a written rebuttal to any derogatory material placed in the file within one (1) month of receipt of such material.

(c) Any derogatory material or counseling letters not subsequently referenced or merged in a service rating shall be removed after eighteen (18) months, unless related disciplinary action is taken.

## ARTICLE 46

### TEMPORARY AND DURATIONAL EMPLOYEES

**Section One. Temporary Employees.** A temporary employee, as defined in Article 1, shall be covered by this Agreement after six (6) months of continuous service, except that a temporary employee may be terminated at any time by the Employer without right of appeal.

This Agreement entitles a full time temporary employee to the following fringe benefits after six (6) months of continuous service:

(1) Vacation accrued from hire in accordance with Article 30, use of accrued vacation, and payment of unused vacation upon termination.

(2) Sick leave accrued from hire in accordance with Article 32, and use of accrued sick leave.

(3) Holiday benefits in accordance with Article 22.

(4) Participation in group health insurance provided in accordance with Article 21, subject to any waiting period imposed by the insurance carrier.

(5) Group life insurance in accordance with Section 5-257, Connecticut General Statutes (1981).

Time served as a temporary employee shall be credited toward seniority once the employee has completed a working test period in a permanent position provided that there is no break between the periods of temporary and permanent employment.

**Section Two. Durational Employees.** A durational employee, as defined in Article 1, shall be covered by this Agreement after six (6) months of continuous service. However, due to the nature of the durational appointment, a durational employee cannot be guaranteed continued employment beyond the termination date of the appointment. Termination is therefore without right of appeal and a durational employee shall not have bumping rights. Also, this Section shall not be deemed as a waiver of any requirements of the merit system.

This Agreement entitles a full time durational employee to the following fringe benefits after six (6) months of continuous service:

(1) Vacation accrued from date of hire in accordance with Article 30, use of accrued vacation, and payment of unused vacation upon termination.

(2) Sick leave accrued from date of hire in accordance with Article 32 and use of accrued sick leave.

(3) Holiday benefits in accordance with Article 22.

(4) Participation in group health insurance provided in accordance with Article 21 subject to any waiting period imposed by the insurance carrier.

(5) Group life insurance in accordance with Section 5-257, Connecticut General Statutes (1981).

Time served as a durational employee shall be credited toward seniority once the employee has completed a working test period in a permanent position provided that there is no break between the periods of durational and permanent employment.

## **ARTICLE 47**

### **CIVIL LEAVE AND JURY DUTY**

**Section One. Civil Leave.** (a) If an employee receives a subpoena or other order of the Court requiring an appearance during regular working hours, time off with pay and without loss of earned leave time shall be granted. This provision shall not apply in cases where the employee is a plaintiff or defendant in the Court action.

(b) If a Court appearance (not jury duty) is required as part of the employee's assignment or as a direct consequence of his/her official function, time spent shall be considered as time worked. If the appearance requires the employee's presence beyond his/her normal work day, all time beyond the normal work day shall be paid in accordance with Article 15.

**Section Two. Jury Duty.** (a) An employee who is called to serve as a juror shall receive his/her regular pay, less any pay received as juror for each work day while on jury duty.

(b) Upon receipt of a notice to report for jury duty, the employee shall inform the unit head immediately. The Employer may request that the employee be excused or exempted from jury duty.

(c) Time off for jury duty shall be arranged as follows:

(1) If the employee is scheduled to work the day shift, evening or second shift, he/she shall be off on the shift occurring on the same day as the jury duty.

(2) If the employee is scheduled to work the third shift (midnight) he shall be off the shift following jury duty.

## **ARTICLE 48**

### **TUITION REIMBURSEMENT**

**Section One.** Any employee who has completed six months of service and is continuing his/her education in a job related area, or in an area that will assist the employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of eighteen (18) credits or the equivalent per year.

**Section Two.** Retroactive to July 1, 1996, there shall be \$30,000 appropriated in 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.

**Section Three.** An employee applying for tuition reimbursement must submit the appropriate forms to the agency's tuition reimbursement coordinator not less than two (2) 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. 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 \$75.00 per credit for undergraduate courses and \$90 per credit for graduate courses.

b. For other courses or programs, there shall be fifty (50%) percent tuition reimbursement to a maximum of \$37.50 per credit for undergraduate courses and \$45 per credit for graduate courses.

**Section Four.** Tuition reimbursement for external degree programs and for courses offered at nonaccredited institutions or non-credit courses shall be subject to prior approval by the Personnel Development Section of the Department of Administrative Services prior to submission to the agency tuition reimbursement coordinator.

Non-credit courses will be converted to an equivalent number of credits for the purpose of computing reimbursement. For example, six to fifteen hours of noncredit classroom time will be considered the equivalent of one credit.

For external degree programs, the enrollment fee and the examination fee for up to six examinations per year shall be covered by tuition reimbursement.

## **ARTICLE 49 POLYGRAPH**

The Employer will not request or require a polygraph test of any permanent employee.

## **ARTICLE 50**

### **SERVICE RATINGS**

**Section One.** Service ratings are evaluations of work performance. Service ratings issued during a working test period are not subject to the grievance or arbitration procedure.

**Section Two.** Service ratings shall be filed by the appointing authority in compliance with Regulation 5-237-1 on the form found in Appendix A of this Agreement. Any conflicts arising between this article and the aforementioned regulations shall be governed/resolved in favor of the article..

**Section Three.** Service ratings shall be conducted (rated) by the employee's immediate supervisor(s) who has observed the employee's performance for six months or more. If this is not the case, the rater shall note and take into account the period of observation. If the immediate supervisor has less than three months of observation, the predecessor supervisor, if available and if [s]he has observed the employee for more than six months, shall conduct the service rating; if the predecessor is not available, the shift commander, in consultation with the immediate supervisor shall conduct the service evaluation. Consistent standards of rating shall be made known to the bargaining unit and all raters. Raters shall make a good faith effort to apply such standards uniformly in all ratings.

**Section Four.** A rating of unsatisfactory in one (1) category or a needs improvement in two (2) categories may constitute an overall unsatisfactory service rating. When an employee is rated unsatisfactory in any category, the rater shall state the reason(s), and if practicable, suggestions for improvement. Overall needs improvement and unsatisfactory service ratings must be discussed with the employee at an informal meeting to be scheduled by the rating supervisor, normally within seven (7) days after the employee has seen and signed the rating. An employee's signature on the rating form

shall serve as confirmation that the employee has seen the rating and not as an indication that the employee agrees with the rating.

**Section Five.** An overall unsatisfactory annual service rating may be grounds for denial of an annual increment and may also be considered for promotions.

**Section Six.** 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 standards unless the rater can be shown to have acted arbitrarily or capriciously.

**Section Seven.** Service ratings shall not contain comments which are inconsistent with the rating. However, constructive suggestions for improvement shall not be considered to be inconsistent with the rating.

**Section Eight.** No comments may be added to the service rating after it has been signed by the employee.

**Section Nine.** Employees shall be given copies of their completed service ratings.

## **ARTICLE 51**

### **BOARD OF PAROLE**

1. The Employer shall provide, maintain and replace the following equipment for field services employees: body armor, chemical spray, equipment bag, flash light, handcuffs and jacket.

2. The issuance and removal of a firearm to a field service employee shall continue to be at the discretion of the Chairman or his/her designee. Should the issued firearm be removed from a field service employee said employee shall not be assigned to duties requiring a firearm. Upon written request of

the affected employee a written reason for the removal of a firearm shall be given by the Chairman or his/her designee.

**3.** A labor/management committee, specific to Parole, shall be established within sixty (60) days of legislative approval of this Agreement. The committee shall be made up of three (3) NP-4 parole employees and up to three (3) representatives of the Board. One (1) Executive Board member of Local 1565 may also attend committee meetings.

**4.** Effective upon legislative approval of this Agreement out of state travel shall be governed by the standard state travel regulations.

**5.A.** The Board shall provide paid release time for field service employees to practice and qualify for firearm use, including low-light training. The Board shall provide sufficient ammunition and targets for this purpose.

**5.B.** All field services personnel may have access to the firearms range at other times for practice at their own expense, provided that: (1) space is available; (2) a State Police Range Officer or pre-approved municipal police firearms range instructor is present for the purpose of supervision; and (3) at a firearms range other than previously listed a Parole Firearms instructor is present.

**6.** Article 10, Section One (b) 3 is not applicable to the Board of Parole or its employees.

**7.** Article 9, Section Three not applicable to employees of the Board.

## **8. Vehicles**

**A.** The assignment of vehicle to employees in the Field Services Division is contingent upon the employee available for contact assignment, via beeper, on a twenty-four (24) hour basis, except when on authorized leave.

- B.** Employees may continue to take assigned vehicles to their residence after completion of the work day subject to the conditions listed above.
- C.** Employees may make incidental stops (pick up laundry, pick up child at child care etc.) traveling to or from work as long as such stops are on the employee's normal commuting route.
- D.** Effective July 1, 1997, replacement vehicles for Field Services Division employees shall be unmarked, four (4) door, air condition, intermediate size (Category 3) vehicles.
- E.** Effective July 1, 1997, removable safety cages will be available to employees in the Field Services Division when transporting prisoners.
  - F.** Emergency communications equipment shall be made available to Field Services Division employees during scheduled remands.

## **9. Compensatory Time**

- A.** Employees of the Board shall continue to receive compensatory time off for authorized hours worked in excess of the applicable work week.
- B.** Effective July 1, 1997, compensatory time earned during the six (6) month period following July 1<sup>st</sup> must be used by June 30<sup>th</sup> of the following year. Compensatory time earned during the six (6) month period following January 1<sup>st</sup> must be used by December 31 of that year.
- C.** Compensatory time accrued by employees at the time assigned to the Board and/or as remaining on June 30, 1997 is exempt from the time frames expressed above.
- D.** In no event will compensatory time be used as a basis for additional compensation.

**10.** The start of an employee's work day shall begin at his/her official duty station, satellite office, temporary duty station or elsewhere as approved in advance by the employee's supervisor.

**11. Special Assignments and Transfers.**

- A.** Voluntary transfers within each Division shall be accomplished in seniority order.
- B.** In the absence of volunteers, involuntary transfers within each Division shall be accomplished in inverse seniority order.
- C.** Selection for special assignments and transfers between Divisions shall be determined by the Board. Non-selection is grievable in accordance with the grievance procedure provisions of this Agreement. In any arbitration, the arbitrator shall not substitute his/her judgment for that of the Board absent evidence that the Board exercised its judgment arbitrarily or capriciously.

**12. Weekend Assignments.**

- A.** Effective with the first calendar quarter (three months) following the implementation of the results of the re-evaluation of the Correctional Counselor job classification under the Pay Equity Agreement and for each quarter of a year (three months) thereafter each employee in the Field Services Division may be assigned to work one shift, at the applicable work day length, on a Saturday or Sunday.
- B.** The assignment shall be made in advance by a supervisor and the employee shall be assigned field work.
- C. (a)** An employee assigned to work on a Saturday shall be given the following Monday off.  
**(b)** An employee assigned to work on a Sunday shall be given the preceding Friday off.

**D.** No assignments shall be made on weekends (Friday-Monday) that involve a holiday.

**13. New Job Classifications.**

The parties agree as soon as possible after legislative approval of this Agreement that the job classification of Correctional Counselor shall be re-evaluated under the Pay Equity Agreement. It is agreed further that any resulting implementation of the re-evaluation will also be accomplished as soon as possible.

**14.** The hours of work and unscheduled workweek currently in effect for the Board employees shall continue, in effect.

**15.** Employees shall be paid for their meal period if required to work through such period.

**16.** Correctional Counselors who were slated to receive an upgrading under the rejected arbitration award shall receive an additional lump sum payment of \$2,000.00 in the same check as the lump sum payment in lieu of retroactivity covering 1994-1997.

**ARTICLE 52**

**EMPLOYEE DRUG TESTING/SCREENING**

**1.** Effective within six months of Legislative approval of this Agreement there shall be a drug testing/screening program for Department of Corrections employees.

**2.** 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. Such drug testing shall be administered by a qualified physician of the Department'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 Department.

3. Termination will result if the employee refuses to be administered the test. Positive findings from both the drug tests administered will result in the employee being relieved of duty and placed on sick or vacation pay, pending completion of departmental-approved drug rehabilitation program.

4. Termination of the employee will result if he/she refuses to participate in or to complete such program.

5. Upon return to duty after successfully completing the drug rehabilitation program, the employee will be subject to drug screening based on probable cause for a period of two years during which time if the employee tests positive for drug use he/she will be subject to termination. Any employee refusing to be administered a drug test during this two year period when requested to by his/her supervisor, Warden, or designee, based on probable cause, shall be terminated.

### **ARTICLE 53**

#### **DURATION**

Although this Agreement covers the period July 1, 1994 to June 30, 2001, 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.



**APPENDIX A**  
**NP-4 PERFORMANCE APPRAISAL**

Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Date of Appointment to Present Position: \_\_\_\_\_ Appraisal Period \_\_\_\_\_

EX=EXCELLENT FS=FULLY SUCCESSFUL S=SATISFACTORY NI=NEEDS IMPROVEMENT  
U=UNSATISFACTORY DA=DEVELOPMENT AREA

<i>Performance Factor</i>	<i>Standard</i>	<i>Comments</i>	<i>Rating</i>	<i>DA</i>
<b>Quantity of Work</b>	Individual consistently completes all assigned work. The volume or work completed is acceptable. Demonstrates initiative by actively looking for opportunities to contribute both within and outside of responsibility above and beyond normal job requirements			
<b>Thoroughness/Accuracy</b>	Sets high standards and consistently achieves high quality results. Regardless of volume, work is accurate and complete. Is always concerned with getting the job done right.			
<b>Job Knowledge</b>	Knowledge in own area of responsibility is extensive. Has mastered all the tools and techniques required to perform effectively, without relying on other staff members. Has demonstrated an understanding of related tasks.			
<b>Ability to Learn New Duties</b>	Masters new routines and grasps explanations quickly. Is able to retain knowledge, and apply it on an on-going basis. Recognizes that change is constant and is comfortable working in such an environment. Demonstrates flexibility. Quickly adapts to necessary changes in operations.			
<b>Decisiveness</b>	Analyzes problems thoroughly and within acceptable time limits. Draws logical conclusions, makes timely, practical suggestions/decisions and implements them.			
<b>Self Direction/Planning</b>	Personally well organized. Effectively organizes all work and makes good use of available time. Requires minimal direction from Supervisor. Is able to keep work area neat and clean.			
<b>Cooperation Interpersonal Skills</b>	Works well with others, keeps others informed as necessary. Communication is clear and concise; is considerate, listens. Deals effectively with conflict, maintains excellent relationship with other departments.			
<b>Dependability</b>	Follows instructions and meets deadlines. Handles extra work when necessary. Can be counted on to do what is supposed to be done. Reports to work as scheduled and on time, is rarely late or absent.			

**OVERALL RATING:**

Excellent      Fully Successful      Satisfactory      Needs Improvement      Unsatisfactory

## **DEVELOPMENT PLAN**

This section should be used to discuss employee's career objective and outline plans and activities which enable employee to reach those objectives.

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### **Performance Summary:**

Briefly summarize employee's performance appraisal period.

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### **Development Need:**

List those areas requiring additional attention to strengthen performance.

Suggest courses, readings, seminars, etc. which will help employee to reach desired goals.

---

### **Action Plan:**

Outline steps necessary for employee to meet or exceed job requirements.

---

Employee Comments:

Employee may comment on any area.

\*Employee Signature/Date  
Signature/Date

---

Unit Head

Supervisor's Signature/Date  
Signature/Date

---

Agency Designee

\*Signature does not imply that the employee agrees with this appraisal, but indicates that the appraisal has been discussed with the employee.

## NP-4 SERVICE RATING

### **Definitions:**

**Excellent:** Employee consistently performs above and beyond the expected requirements of the position: work is accurate and timely; little or no instruction is needed in the carrying out of assigned tasks.

**Fully Successful:** Employee meets all job expectations and performs all duties in a timely manner; maintains a steady volume of work and has few if any errors or problems in the performance of duties.

**Satisfactory:** Employee meets minimum standards of the job.

**Needs Improvement:** Employee needs to improve on quality and quantity of work performed; more attention to detail is needed; fewer errors should be made.

**Unsuccessful:** Employee cannot meet expectations and requirements of the position; errors are considerable and quantity and quality of work are poor.

**Development Area:** Employee should target this particular area for added emphasis throughout the next rating period. Training opportunities should be sought and the supervisor should spend time with the employee developing this area. If development is checked on the performance appraisal, this has no disciplinary reference or implications, and does not carry any weight in any disciplinary matter.

Additionally, the following Guidelines shall be met:

- Supervisors who rate employees must be familiar with the employee's work, and should have supervised the employee for a minimum of six months throughout the rating period.

- No comments should be placed on the performance appraisal which are inconsistent with the ratings received.

- Five (5) or more ratings of excellent, with no needs improvement or unsatisfactory ratings will equal an overall excellent rating.

- Four (4) ratings of excellent with four (4) ratings of fully successful equals an overall fully successful rating.

- Two (2) or more ratings of needs improvement may equal an overall unsatisfactory rating.

- One (1) or more ratings of unsatisfactory in any area may equal an overall unsatisfactory rating.

- A rating of unsatisfactory may deny an annual increment.

- Two (2) or more consecutive ratings of overall unsatisfactory may be sufficient grounds for dismissal.

- The rating should be completed by the immediate supervisor(s), reviewed by the unit head and agency designee, and then be presented to the employee.

- Each category should be rated independently from the other categories.

- If an employee transfers to another correctional facility near the end of the rating period, the losing facility shall complete the service rating and present it to the employee prior to the transfer.

**APPENDIX B**  
**COLLECTIVE BARGAINING UNIT NP-4**  
**LONGEVITY SEMI-ANNUAL PAYMENT**

**Effective July 1, 1994 through June 30, 2001**

<b>SALARY GROUP</b>	<b>10 YEARS</b>	<b>15 YEARS</b>	<b>20 YEARS</b>	<b>25 YEARS</b>
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 implementation.

**APPENDIX C**  
**EXCERPTS FROM SCOPE & STATE AGREEMENT**

**Section Two - Maintenance Of The Pay Equity System.**

A. There shall be a joint labor management committee by bargaining unit to discuss the creation of all new or changed jobs within the bargaining unit.

B. The Objective Job Evaluation unit in concert with the Master Evaluation Committee will complete an evaluation for new jobs in accordance with the Willis Point Factor Evaluation system. Once the class has been filled by an employee for at least 12 months, the agency and the Union will be notified by the Objective Job Evaluation unit that an evaluation review of the job will take place. The salary group will be established as "temporary" pending the formal Master Evaluation Committee review after a permanent incumbent has been in the job for twelve months. After that formal review the salary group will be re-adjusted up or down to its appropriate place on the line. If the points indicate that the salary group should move down, current incumbents will remain in the salary group that they were hired in and will move through the maximum of that salary group; future incumbents will be hired in at the appropriate salary group. If the points indicate that the salary group should move up, current incumbents shall be upgraded and the classification shall be placed in the higher salary group.

In the case of a bona fide emergency (e.g. health, safety, public welfare, immediate loss of funding), a new class may be processed without a formal Master Evaluation Committee review. The Objective Job Evaluation unit will be notified when there is a bona fide emergency and will prepare a preliminary evaluation for the class.

If a position is assigned to a point score higher than those contained in the appropriate unit agreement, the position shall

be assigned a salary group based on the pay line formulas used to establish the point breaks contained herein.

**C. Class Re-evaluation Hearing Process for Classes Studied under the Willis Point System.**

1. The Union but not an individual employee shall have the right to appeal in writing to the director of the job evaluation unit by submitting a complete description of those changes in job content/working conditions that would be significant enough to affect evaluation.

2. When there is a determination by the OJE unit that there are significant enough changes in job content/working conditions to affect the evaluation of the class, the director will schedule an MEC hearing within 60 days. This time frame may be extended for an additional 30 days by mutual agreement.

3. If the director determines that there are not significant enough changes in the job content/working conditions, the OJE unit will notify the agency and the Union.

(a) The Union (except P-5, NP-5, P-3A, P-3B and P-4 which shall be covered by paragraph b) have the right to appeal the determination of the OJE director to a mutually agreed upon arbitrator or permanent umpire who shall be experienced in public sector position classification and evaluation. He/she shall base his/her decision on the following criteria:

(i) Whether there was a change in job content/working conditions of the class appealed significant enough that it would change its evaluation points.

(ii) Having found a significant enough change in job content/working conditions, the class shall be presented to the Master Evaluation Committee for evaluation.



(b) P-5, NP-5, P-3A, P-3B and P-4 class re-evaluation contract language specified in their existing collective bargaining agreements shall govern if the OJE unit finds that the changes in job content/working conditions are not significant enough to affect evaluation points.

4. The results of a Master Evaluation Committee class re-evaluation hearing are considered to be the final evaluation for that appeal.

#### **F. Classification Audit System**

All classes that fall under the scope of the Objective Job Evaluation program will be systematically reviewed every five (5) years and, where there have been changes in job content, the job classification will be up-dated. The classes will be re-evaluated if there has been a significant enough change in the class responsibilities or working conditions to affect evaluation points.

The first classes to be studied and implemented under this review will be any classes covered in the NP-3 and P-2 studies. Because of a lack of an appeal process, NP-3 and P-2 classes will have their benchmarks re-evaluated by the Master Evaluation Committee.

#### **Section Three - Placement And Training Committee**

A. The parties reaffirm their commitment to maximize employment opportunities for State employees and to mitigate the impact of layoffs which may occur.

B. Except as modified below, the parties agree to continue the placement and training program as provided for in SEBAC 3.

1. Funds not used in 1992-93 and 1993-94 shall be carried over into subsequent fiscal years.

2. The joint labor/management committee established under this Agreement to review the State's classification system shall make recommendations on the future role of the placement and training program.

3. An eligible employee who goes through the DAS placement process and who is qualified for a higher position which is vacant and which the State has decided to fill, shall have preference for employment over outside hires. An employee who takes a higher position under the DAS placement process shall be paid at a rate that provides for a promotion to the position.

4. An employee who takes a position in a lower salary grade as part of the placement or on-the-job-training process shall be paid at the rate within the lower salary grade which is closest to but not more than his/her current salary, but not to exceed the maximum.

5. If an agency decides not to fill a vacant funded position with an employee who is qualified to fill the position, then the Agency shall state the reasons for not filling position to the Commissioner of Administrative Services. The Commissioner of Administrative Services shall make the final decision as to whether the employee shall be placed into the vacant funded position. The provisions above which provide for the placement at the direction of the Commissioner of Administrative Services shall only apply to positions in the classified service and to unclassified positions in the Departments of Corrections, Social Services, Mental Retardation, Children and Families, Education and Services for Blind, Public Health and Addiction Services and Mental Health. Other employers and appointing authorities retain the right to determine whether an individual shall be appointed to the vacant funded position.

## **Section Four - Equity**

**A.** Effective on each employee's anniversary date during the 1995/96 fiscal year, prior to the application of their annual increment, if any, their salary grade shall be adjusted based upon the appendix objective job evaluation point breaks applicable to their bargaining unit. The salary grade adjustment shall be made based upon the round up method, i. e. the individual shall be placed in the new salary grade at the step closest to but not less than her/his current salary.

**B.** Those employees on step one of their salary grade at the time their classification is upgraded, pursuant to this agreement, shall remain in their current salary grade until their next anniversary when they shall move to the newly assigned salary grade through the round up method defined in section 4.A above.

**C.** Notwithstanding Section 4.A, employees who are hired on or after June 23, 1995 shall be hired at step one of the classification's salary grade prior to this agreement and shall move with employees on step one as provided in Section 4. B.

**D.** All employees hired after December 20, 1996, shall be hired at the pay grades delineated in the appendices.

**E.** Notwithstanding Section 4.B, employees who are hired prior to July 1, 1994 and who as a result of a promotion are on step one of their salary grade on their anniversary date in fiscal 1995/96 shall be upgraded, pursuant to this agreement, on that anniversary date by an amount equal to one half of the difference between their current step one and the appropriate step one based upon this agreement. On their subsequent anniversary date, the employees shall be moved to step one of the higher group.

## **F. Shift, Weekend, or Overtime Differentials**

Any classification currently eligible for overtime, weekend, or shift differential payments shall continue to be eligible for same upon the implementation of this Agreement. The purpose of this section is to ensure that no employee's entitlement to overtime, shift, or weekend differentials, is diminished as a result of this pay equity agreement.

## **G. Working Conditions**

All bargaining units shall be allowed to negotiate stipends for working condition issues.

## **H. Red Circled Classes**

If a red-circled class has a parallel class which has been assigned Willis points, the Willis points shall apply to the red-circled class. Any upgrading that results from this Agreement shall take place concurrently with the implementation of this Agreement. No one in a red-circled class shall be downgraded as a result of this evaluation. If there is no parallel class, the red-circled class shall be evaluated by the Master Evaluation Committee. If there is an upgrading based on Willis points assigned to the job, it shall take place retroactive to the date of the implementation of this Agreement. No one in a red-circled class shall be downgraded as a result of this evaluation.

## **I. Recruitment and Retention**

1. Recruitment and retention issues may be addressed in negotiations for a successor collective bargaining agreement in any collective bargaining unit.

2. During the term of a collective bargaining agreement, if either party believes a recruitment and retention issue exists which is not covered by the terms of the collective bargaining agreement, the parties will meet and discuss the issues and options for the resolution of the matter. To determine whether a recruitment and retention issue exists, the parties shall be

guided by, but not limited to, the criteria set forth in Appendix A.

3. If the parties reach an agreement over recruitment and retention issues during the term of a collective bargaining agreement, any adjustments in pay shall be effective and implemented on the date specified by the parties.

## **J. Downgradings**

No classification or individual shall be downgraded or red circled as a result of the implementation of the Objective Job Evaluation Study.

## **Section Five - Long Term Equity**

In July 2005 a committee shall be convened which shall report on the status of pay equity. This report shall be made to the Governor, the General Assembly, and all state employee union representatives. This committee shall determine if any inequities based upon the race or gender of position incumbents has been reestablished. The committee shall be comprised of six appointees of the state employee bargaining agents, six appointees of the Governor, and six appointees of the General Assembly.

## **Section Six - Disputes And Arbitration**

### **A. Disputes Regarding General Provisions**

1. There will be a labor-management review committee consisting of two representatives of the unions which are signatories to this Agreement, who shall be designated by the unions representing a majority of the bargaining units and a majority of state employees, and two representatives of the State employer.

2. Any dispute regarding the interpretation or application of the general provisions of the agreement may be submitted to the labor-management review committee, which

shall meet to consider the dispute within two weeks of the union's request. If the dispute is not resolved, the matter may be submitted to final and binding arbitration. The arbitrator shall be mutually agreeable to the parties. If the parties can not agree to an arbitrator, one will be selected using the Voluntary Rules of the American Arbitration Association. The expenses for the arbitrator's services and for the hearing shall be shared equally by the parties.

### **B. Unit Specific Disputes**

Disputes regarding the interpretation or application of this agreement to a specific bargaining unit shall be grieved under that bargaining unit's collective bargaining agreement.

#### **CORRECTIONS UNIT OJE POINT RANGES**

The following Objective Job Evaluation point to pay grade assignments shall be effective beginning June 23, 1995 and as provided for in Section 4 of the Scope Agreement.

<b>GRADE</b>	<b>POINT</b>	<b>RANGE</b>
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	

**MEMORANDUM OF UNDERSTANDING  
A.D. 2.11 EXCEPTIONS**

This is to confirm the understanding reached during negotiations for the 1994-2001 contract, specifically each year that (1) up to three days of personal leave, (2) up to three days of sick leave utilized in the event of death in the immediate family and (3) up to five days of sick leave utilized in the event of critical illness or severe injury to a member of the immediate family creating an emergency shall not be counted as an occurrence of absence under Department of Correction Administrative Directive 2.11.

**MEMORANDUM OF UNDERSTANDING  
TERM UTILIZATION**

1. In all instances as used in this contract, references to “institutions, centers, prisons, etc...” shall be changed to “facility or facilities” as applicable within the context and intent of the provision.
2. Unless stated to the contrary elsewhere in this Contract, the words facility or facilities as applied to the Board of Parole shall mean district office(s).

**MEMORANDUM OF UNDERSTANDING  
IMPLEMENTATION OF CANINE CORP**

The parties agree that Correction Department employees who are assigned to the canine corp operation will be required as a condition of such employment to agree not to transfer out of that assignment for a minimum of two years. This is an exception to Article 14, the hours of work and work schedule article, in the current contract.

**MEMORANDUM OF UNDERSTANDING  
WEEKEND LEAVE TIME**

Every effort will be made in the Department of Correction to grant accrued leave time on weekends, upon request, if in the judgment of the appointing authority, staffing is available, and that security or necessary inmate programs are not jeopardized.

**MEMORANDUM OF UNDERSTANDING  
OUTSIDE DIRECT HIRE**

The parties agree that the Department may from time to time exercise the right to hire directly into a facility before utilizing the transfer list. The Union Shall have the right to grieve any pattern of abuse in the exercise of the above right of the Department.

**MEMORANDUM OF UNDERSTANDING  
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.



## NP-4 CLASSIFICATION PLAN

### SALARY CLASS

<b>GROUP</b>	<b>CODE</b>	<b>CLASSIFICATION</b>
*CO-1	0349	Correction Officer Cadet
	2297	Correctional Services Aide Trainee
CO-4	2298	Correctional Services Aide
CO-5	2258	Correctional Commissary Operator 1
CO-7	2259	Correction Officer
	2311	Correctional Commissary Operator II (RED -CIRCLED)
	2475	Correctional Food Svc. Supv. I
	2368	Correctional Locksmith
	2276	Correctional Stores Supervisor
	7747	Social Worker Trainee - Correction
CO-8	2358	Correctional Carpenter
	2370	Correctional Electrician
	2371	Correctional Electronics Technician
	2246	Correctional General Maintenance Officer
	2270	Correction HVAC Technician
	2455	Correctional Industries Supervisor 1(Clothing)
	2459	Correctional Industries Supervisor 1(Laundry)

\*10% below Step 1 of CO-7

**SALARY CLASS****GROUP CODE****CLASSIFICATION**

	2466	Correctional Industries Supervisor 1(Upholstery)
	2283	Correctional Mason
	2260	Correctional Medical Attendant
	2359	Correctional Painter
	2252	Correctional Plumber and Steam Fitter
CO-8	2357	Correctional Stationary Engineer
	2279	Correctional Treatment Officer
	2372	Correctional Fire Service Supervisor
	2364	Correctional Food Service Supv. II
	2234	Correctional Industries Customer Service Representative
	2453	Correctional Industries Supervisor 1(Auto Mechanics)
	2454	Correctional Industries Supervisor 1(Cabinet Making)
	2468	Correctional Industries Supervisor 1(Data Entry)
	2366	Correctional Industries Supervisor 1(General Industries)

**SALARY CLASS****GROUP CODE****CLASSIFICATION**

	2461	Correctional Industries Supervisor 1(Markers)
	2462	Correctional Industries Supervisor 1(Printing)
	2463	Correctional Industries Supervisor 1(Sign Making)
	2275	Correctional Stores Manager
CO-10	2457	Correctional Industries Supervisor 1(Furniture Refinishing)
	2522	Correction Industries Supervisor 2(Laundry)
	2362	Correctional Maintenance Supervisor
CO-11	2361	Correctional Chief Stationary Engineer
	2242	Correctional Industries Supervisor 2(General Industries)
CO-12	2300	Correctional Counselor
	2233	Correctional Electrical Supervisor
	2299	Correctional Rehab. Svcs. Officer I
	2557	Correctional Industries Supervisor 2(Auto Mechanics)

## **SALARY CLASS**

<b>GROUP CODE</b>	<b>CLASSIFICATION</b>
2367	Correctional Industries Supervisor 2(Clothing Shop)
0022	Correctional Industries Supervisor 2(Data Entry)
2521	Correctional Industries Supervisor 2(Furniture Shop)
2523	Correctional Industries Supervisor 2(Marker Shop)
2524	Correctional Industries Supervisor 2(Print Shop)
2525	Correctional Industries Supervisor 2(Sign Shop)
2360	Corrections Psychiatric Treatment Worker

As of the date of signing the parties believe the above listing to be accurate. Should any modification be necessary the parties agree to meet to achieve resolution. Such resolution shall be reduced to writing by the parties.

**STATE OF CONNECTICUT  
BARGAINING COMMITTEE**

**Department of Correction**

Peter M. Matos-Deputy Commissioner

Maria M. Houser-Personnel Director

Donald T. Kruk-Assistant Personnel Administrator III

Daniel P. Callahan-Personnel Manager

Manuel B. Jainchill-Principal Personnel Officer

**Board of Parole**

Robert J. Moran-Vice Chairman

Anna E. Suski-Lenczewski-Human Resources

John A. Nord, Jr.

Chief Negotiator

Office of Labor Relations

**AFSCME COUNCIL 4  
BARGAINING COMMITTEE**

Joel W. Schweidel  
Chief Negotiator  
AFSCME, Council 4  
Donald Sevas  
Service Representative  
AFSCME, Council 4

**Local 387**

Jeff Scanlon-President  
Steve Carbone  
David Moffa  
John Shove  
Tom Miles  
Franklin Youngs  
Tom Pekrul

**Local 391**

Mike Minney-President  
Mike Snedeker  
Jim Dolan  
Mike Bouchard  
Ed Moylan  
Mel Saylor  
Frank Hurley  
Darrell Collins

**Local 1565**

Bob Durant-President  
James Outlaw  
Mike Bettencourt  
Gene Tewksbury  
Mayreann Sullivan  
John Miller  
John Kelly  
Kevin Brown  
Wayne Taylor

**NP-4**

**PAY**

**PLANS**





