MAINTENANCE & SERVICE
NP-2
BARGAINING UNIT
CONTRACT

BETWEEN

STATE OF CONNECTICUT

AND

CONNECTICUT EMPLOYEES UNION "INDEPENDENT"

Effective July 1, 1994       Expiring June 30, 1999
# TABLE OF CONTENTS

Preamble........................................................................................................ 1
Article 1
Recognition ..................................................................................................... 1
Article 2
Entire Agreement.......................................................................................... 2
Article 3
Non-Discrimination And Affirmative Action ........................................... 2
Article 4
No Strikes - No Lockouts............................................................................. 3
Article 5
Management Rights...................................................................................... 4
Article 6
Union Security............................................................................................. 5
Article 7
Union Rights............................................................................................... 6
Article 8
Personnel Records...................................................................................... 10
Article 9
Service Ratings........................................................................................... 12
Article 10
Training......................................................................................................... 14
Article 11
Working Test Period.................................................................................. 17
Article 12
Seniority..................................................................................................... 19
Article 13
Order Of Layoff Or Reemployment......................................................... 21
Article 14
Vacancies ................................................................. 26
Article 15
Transfers ................................................................. 29
Article 16
Grievance Procedure ................................................. 30
Article 17
Dismissal, Suspension, Demotion Other Discipline........... 36
Article 18
Hours Of Work, Work Schedules And Overtime.............. 38
Article 19
Safety ................................................................. 50
Article 20
Compensation.......................................................... 58
Article 21
Group Health Insurance.............................................. 61
Article 22
Longevity ............................................................ 62
Article 23
Shift And Salary Differentials...................................... 63
Article 24
Retirement.............................................................. 65
Article 25
Class Reevaluations ................................................. 66
Article 26
Temporary Service In A Higher Class............................ 67
Article 27
Permanent Part-Time Employees .................................. 68
Article 28
Vacations ............................................................. 71
Article 29
Sick Leave............................................................. 73
Article 30
Personal Leave ........................................................ 79
Article 31
Leave Balances ................................................................. 80
Article 32
Paid Leave Conversions ................................................... 80
Article 33
Holidays ........................................................................... 81
Article 34
Civil Leave And Jury Duty ................................................. 82
Article 35
Military Leave ................................................................... 83
Article 36
Pregnancy, Maternal And Parental Leave ......................... 84
Article 37
Voluntary Leave Of Absence ............................................. 85
Article 38
Workers' Compensation .................................................... 86
Article 39
Transfer Or Termination Due To Infirmities ....................... 91
Article 40
Absence From Work Due To Emergency ......................... 94
Article 41
Meals ............................................................................. 94
Article 42
Meal Policy ....................................................................... 95
Article 43
Housing .......................................................................... 98
Article 44
Maintenance And Service Unit Work ............................... 99
Article 45
Job Classifications ............................................................ 99
Article 46
Uniforms And Equipment ................................................. 100
Article 47 ........................................................................ 100
Article 48 ........................................................................ 100
Article 49
Snow And Ice Assignments ............................................. 100
Article 50
Availability Of Employees With A Snow And
Ice Assignment During Off-Duty Hours ....................... 102
Article 51
Truck Assignments .......................................................... 103
Article 52
Rest Periods During Extended Work Or Operations ........ 104
Article 53
Snow And Ice Premium Pay .............................................. 105
Article 54
Exclusion From Hazardous Assignment ......................... 106
Article 55
Vehicle Assignments/Phone Calls ................................. 106
Article 56
Deferred Compensation .................................................. 108
Article 57
Employee Expenses ........................................................ 108
Article 58
Damage To Personal Property ...................................... 110
Article 59
Volunteer Fire Or Ambulance Duty ................................. 110
Article 60
Miscellaneous ................................................................. 110
Article 61
Indemnification ............................................................... 112
Article 62
Supersedence ................................................................. 113
Article 63
Legislative Action ........................................................... 113
Article 64
Savings Clause ............................................................... 114
Article 65
Duration Of Agreement .................................................... 114
PREAMBLE

The State of Connecticut, acting by and through The Commissioner of Administrative Services, hereinafter called "the State" or "the Employer", and the Connecticut Employees Union "Independent", Inc., a Connecticut non-profit Corporation and employee organization, hereinafter called "the Union".

WHEREAS, the parties desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS, the parties wish to establish an equitable and peaceful procedure for the resolution of differences and to establish wages, hours and conditions of employment;

NOW, THEREFORE, THE PARTIES hereto agree as follows:

ARTICLE 1
RECOGNITION

Section One. The State of Connecticut herein recognizes the Connecticut Employees Union "Independent", Inc., as the exclusive bargaining representative of the State employees whose job titles or classifications were placed within the Maintenance and Service Unit by the Connecticut State Board of Labor Relations, under SE-1686-C or by agreement of the parties.

Section Two. This Agreement shall pertain to those employees whose job titles fall within the above cited certification and shall not apply to nonpermanent employees defined as those who are appointed on a temporary, emergency, or seasonal basis. Federal Grant Participants and employees appointed originally on a provisional basis shall be covered by the Agreement.
Section Three. State Personnel shall notify the Union of new maintenance and service job classifications created during this Agreement.

ARTICLE 2
ENTIRE AGREEMENT

This Agreement, upon ratification, 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.

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 bargain collectively with respect to any subject or matter whether or not 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, religious creed, sex, age, national origin, ancestry, marital
status, mental retardation or physical disability including, but not limited to, blindness or lawful political activity.

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

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. Problems, ripe or anticipated, which impact upon philosophy and/or directives of this Section shall be subject to continuing discussions between the parties but shall not be subject to the grievance procedure.

Section Four. No employee shall be coerced or intimidated or suffer any reprisal, either directly or indirectly, as the result of the exercise of his/her rights under this Agreement.

Section Five. The Employer will comply with the provisions of the Americans with Disabilities Act, (ADA). At the request of the Union, Agency Labor Management Committees shall be formulated for the purpose of ADA issues. Such Committees (not the grievance procedure) shall be the proper forum for discussion of ADA concerns identified by the Union; however, this shall not delay any actions taken to comply with the ADA.

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-stoppages, slowdown, concerted
withholding of service, sick-out or any interference with the mission of any State agency. This Article shall be deemed to prohibit the concerted boycott or refusal of overtime work but shall be interpreted consistent with any local unit agreements on distribution and assignment 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

Section One. 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 for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section Two. Those inherent management rights not restricted by a specific provision of this Agreement are not in
any way, directly or indirectly, subject to the grievance procedure.

**ARTICLE 6**
**UNION SECURITY**

**Section One.** During the life of this Agreement an employee retains the freedom of choice whether or not to become or remain a member of the Union which has been designated as the exclusive bargaining agent.

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

**Section Three.** An employee who fails to become a member of the Union or an employee whose membership is terminated for non-payment of dues or who resigns from membership shall be required to pay an agency service fee under Section Four. Dues and fees shall be calculated effective the beginning of the first full pay period following initial employment.

**Section Four.** The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280(a) C.G.S. to pay such a fee as a condition of employment. The amount of agency service fee shall not exceed the minimum applicable dues payable to the Union.

**Section Five.** The amount of dues or agency service fee deducted under this Article shall be remitted to the Treasurer of the Union as soon as practicable after the payroll period for which the deduction is taken, together with a list of employees for whom any such deduction is made.
Section Six. No payroll deduction of dues or agency service fee shall be made from workers' compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question (non-retroactive).

Section Seven. Payroll deduction of Union dues shall be discontinued for other employee organizations not parties to this Agreement.

Section Eight. The State employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues or agency service fees, provided any such payroll deduction has been approved by the State in advance.

Section Nine. The State employer agrees to continue voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on this subject.

Section Ten. “See Addendum A, Paragraph 5.”

ARTICLE 7
UNION RIGHTS

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

Section Two. The Union will furnish the State employer with the list of stewards designated to represent any segment of employees covered by this Agreement, specifying the jurisdiction of each steward, and shall keep the list current. Notification of change in stewards shall be sent concurrently to the Office of Labor Relations and to the agency involved.
Within large agencies the Union may designate certain stewards to serve as Chief Stewards, who may represent the Union in matters which are agency wide (or sub-agency wide).

**Section Three. Access to Premises.** Union staff representatives and stewards within their assigned jurisdictions shall be permitted to enter the facilities of an agency at any reasonable time for the purpose of discussing, processing or investigating filed grievances, or fulfilling the Union's role as collective bargaining agent, provided that they endeavor to give notice prior to arrival, or if that is not practical, provided that they give notice of their presence immediately upon arrival to the supervisor in charge and do not interfere with the performance of duties.

**Section Four. Role of Steward in Processing Grievances.** (a) The Stewards will obtain written permission from their immediate supervisors when they desire to leave their work assignments to properly and expeditiously carry out their duties in connection with this Agreement. If the immediate supervisor is unavailable and the matter requires immediate attention, the Steward shall notify the next level supervisor or leave word at the work place. When contacting an employee, the Steward 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 to meet with employees and/or employees to meet with Stewards will state the name of the employee involved, his/her location and the approximate time that will be needed. Stewards 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. The sufficiency of Steward coverage shall be a subject of continuing consultation between
the State and the Union. The Union will cooperate in preventing abuse of the Section.

When an employee wishes to see a Union Steward at the work site, he/she shall inform his/her immediate supervisor. If the Steward is required immediately because of the urgency of the situation, the employee may attempt to contact the Steward in the easiest manner possible. To the extent practicable, the contact shall be made in the manner least disruptive to the work situation.

(b) Union Stewards exercising their responsibilities under this contract and under State Labor law shall not be limited to a prescribed number of hours for release time during any day, week or other period of time during this contract. If, in the Employer's opinion, any steward(s) is (are) devoting an excessive amount of time to steward activities, representatives of the Union and the Office of Labor Relations will meet to reach a mutually acceptable solution of the matters; e.g., reallocation of steward assignments, full or partial leaves of absence, as provided in Article 7, Section Eight (b).

Section Five. Bulletin Board. The State will continue to furnish adequate and reasonable bulletin board space in each facility employing bargaining unit members on which the Union may post its announcements. Bulletin board space shall not be used for material that is of a partisan political nature or is inflammatory or derogatory to the State employer or any of its officers or employees. The Union shall limit its posting of notices and bulletins to such bulletin board space.

Section Six. Use of Telephones. At facilities where readily accessible pay phones are available, Union officers, stewards, and members should normally make any phone calls from such phones. At facilities where such phones are not available, the Union officers, stewards or members may, if immediate action is required to resolve a question or matter
within the scope of the Union's duties as exclusive representative, use the telephone facilities, subject to the reasonable discretion of management. Long distance phone calls shall not be billed to the State. Intrafacility telephone calls of reasonably short duration are allowed provided that there is no immediate interference with agency operations. The Union will cooperate in preventing abuse of this Section.

**Section Seven. Access to Information.** The Employer agrees to provide the Union, upon request and adequate notice, access to all materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. The Union shall reimburse the State for the expense and time spent for photocopying extensive information and otherwise as permitted under the State Freedom of Information Law. The Union shall not have access to privileged or confidential information.

**Section Eight. Union Business Leave.** (a) Paid leave may be granted to Union officials, delegates, representatives or designees to attend Union business related functions, meetings, conventions, meetings of national affiliates or other affiliated organizations, legislative or agency hearings. Paid leave shall not exceed eight thousand (8,000) hours per contract year for purposes of attendance at the Union's annual convention and Union sponsored steward training programs. An additional six hundred (600) hours per contract year shall be provided for all other Union business. Requests for time off under this Section shall be made in writing to the Office of Labor Relations at least two (2) weeks in advance, and release shall be granted unless an agency emergency dictates otherwise. A copy of each request shall be sent simultaneously by the Union to the employee's agency.

(b) Not more than two (2) employees from different agencies, who are elected or appointed to a full-time office or
position with the Union shall be eligible for an unpaid leave of absence. Upon return from such leave, the State employer shall offer the employee the same or similar position as the former position including pay, benefits, and duties, at the rates in force at the time of return from such leave. If possible, the employee shall be returned to the same location. If that is not possible, the position offered shall be within reasonable distance and the employee shall be given preference to transfer back to his/her former work site when there is a suitable vacancy.

Section Nine. Orientation and Training. Once a month, at each institution or work location, all new employees shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. The Union will provide all new employees with copies of this Agreement. The time and location of such orientation shall be determined by mutual agreement of the Union and the Employer.

Section Ten. “See Addendum A, Paragraph 5”.

Section Eleven. Union stewards who have permanent status in State service and who have served as stewards for at least two (2) months shall be deemed to have the highest seniority for purposes of selection for layoff, involuntary transfer or change in job location or shift.

There shall be no disciplinary transfers of Union Stewards without concurrence of the Union.

Article 8
Personnel Records

Section One. An employee's "personnel file" or "personnel record" is defined as that which is maintained at the agency level, exclusive of any other file or record, provided, however, in certain agencies which do not maintain personnel
files or records at the agency level, the defined file or record shall be that which is maintained at the institution level.

Section Two. An employee covered hereunder shall, on his/her request, be permitted to examine and copy, at his/her expense, any and all materials in his/her personnel file, other than preemployment material or any other material that is confidential or privileged under law. The State employer reserves the right to require its designee to be present while such file is being inspected or copied. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

Section Three. No new negative or derogatory material shall be placed in an employee's personnel file unless the employee has had an opportunity to sign it (indicating receipt of such material). If the employee refuses to sign, a union steward or staff representative shall sign the material (indicating receipt) and be provided a copy. The copy shall be given at time of signing.

At any time, an employee may file a written rebuttal to such materials or have any such material expunged not more than eighteen (18) months from the issuance date of said material, unless similar disciplinary action is taken.

An employee may file a grievance objecting to any negative or derogatory material placed in his/her personnel file. However, such grievance will be arbitrable only if the employee suffers loss, prejudice, or if the material is disciplinary.

The provisions of this Section shall not apply to notices of dismissals, suspensions, demotions or disciplinary transfers.

Section Four. This Article shall not be deemed to prohibit supervisors from maintaining written notes or records of employee's performance for the purpose of preparing service
ratings. However, such written notes or records shall be unofficial and shall not be offered by the State as evidence in any grievance procedure hearing(s) except for service ratings.

Section Five. When an employee seeks access to his/her personnel file and/or payroll records, the Employer shall provide time off, charged as work time, to travel to the Agency Office to examine the file or have the file or copies of its contents timely transferred to the employee's work site for inspection in accordance with Section Two.

ARTICLE 9
SERVICE RATINGS

Section One. The annual service rating shall be completed at least three (3) months prior to the employee's annual increase date. A service rating will be conducted by the employee's immediate supervisor or a supervisor familiar with the employee's work and deemed to be qualified to rate the employee.

Section Two. The employee shall be given a copy of any service rating report which he/she is required to sign at the time of signing. An employee's signature on such form shall not be construed to indicate agreement or approval of the rating by the employee.

Section Three. A rating of "unsatisfactory" in one (1) category or of "fair" in two (2) categories shall constitute a rating of "less than good." Prior to issuing an "unsatisfactory" service rating, supervisors shall counsel the employee on any deficiency. When an employee is rated "unsatisfactory" in any category, the rating supervisor shall state reasons and, if practicable, suggestions for improvement. All service ratings less than good 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 the
report. For the purposes of deciding eligibility for an annual increment (step raise) a single unsatisfactory rating or two (2) category ratings of "fair" may be considered grounds for denial of such step.

Section Four. When the appointing authority wishes to amend a previously submitted fair or unsatisfactory report due to the marked improvement in an employee's performance, such report shall be filed with the office of the Commissioner of Administrative Services and, if acceptable to the Commissioner, it shall have precedence over previous reports and shall restore the annual increase.

Section Five. Disputes over service ratings may be subject to the grievance and arbitration procedure. In any such arbitration, the arbitrator shall not substitute his/her judgment for that of the evaluator in applying the relevant evaluation standards unless the evaluator can be shown to have acted arbitrarily, capriciously, or without relevant and supportive documentation. It is understood that only "fair" and/or "unsatisfactory" ratings in any category shall be grievable. No supervisor shall make comments within a service rating where such comments are inconsistent with the rating; however, constructive suggestions for improvement shall not be considered inconsistent with the rating.

Section Six. If requested by the Union the parties will enter into discussions regarding modification of the bargaining unit service rating form.

Section Seven. No second "unsatisfactory" service rating shall be given until after the employee has had a reasonable opportunity to correct any deficiency, in any event, not less than three (3) months. This limitation, however, does not restrict management's right to impose discipline during such period.
ARTICLE 10
TRAINING

Section One. The State recognizes its responsibility to provide relevant training for each new employee and to continue relevant on-the-job training for employees with the goal toward upward mobility and keeping employees current in their respective fields.

Section Two. Management retains the right to determine training needs, programs, procedures, and to select employees for training. The Union may submit written recommendations concerning training needs and the same shall be a topic of discussion between the State and the Union.

Section Three. (a) Tuition Reimbursement. The State shall allocate fifty thousand ($50,000) dollars during each contract year for employees to participate in the existing tuition reimbursement program. Employees who participate in qualifying education programs shall be reimbursed up to maximum of ninety ($90) dollars per credit for undergraduate courses and one hundred and ten ($110) dollars per credit for graduate courses taken at accredited institutions of higher education for up to a total of eighteen (18) credits per year. Where practicable the employer may adjust an employee's work schedule so as to accommodate course work related to employment.

(b) The State shall allocate forty five thousand ($45,000) dollars in each contract year for the purpose of providing relevant education and training to employees in conjunction with the Department of Education or comparable programs. Implementation of such programs shall be by mutual agreement of the parties.

(c) Conference Fund. (i) Twenty five thousand ($25,000) dollars shall be allocated per contract year to finance
attendance at workshops, seminars or conferences by employees, without loss of pay or benefits. No overtime will be paid nor will compensatory time accrue for travel to or from such activity or attendance at such activity. Such workshops, seminars or conferences must be educational and beneficial to the employee and the agency and shall not include steward training. A maximum of four hundred ($400) dollars shall be allotted for any one attendance and no employee will attend more than two conferences, workshops or seminars per year of this agreement. These funds shall be used for payment of fees and/or travel expenses, including such items as meals or lodging.

(ii) Every effort shall be made by the State to allow participation in said workshops, seminars, or conferences. Selection of employees shall be by mutual agreement of the Union and the State.

(iii) Upon approval of a request under this section by the Union and the agency head, such request shall be forwarded to the Comptroller at least two (2) weeks in advance of the event.

(iv) If any employee who has had a request approved does not attend the workshop, seminar or conference, prompt notice of cancellation shall be provided to the agency's business office which shall promptly notify the Comptroller of the cancellation.

(v) As soon as possible but not more than thirty (30) days following the event, the employee shall submit a claim for reimbursement on the appropriate form and required receipts to the business office, which shall promptly process the claim to the Comptroller. If no claim for reimbursement has been submitted to the Comptroller within ninety (90) days of the date a workshop, seminar or conference was scheduled, the
funds committed for that activity shall be released and made available for others.

(vi) The Union will be provided with quarterly reports showing amounts committed and/or paid.

(vii) Funds which are unexpended in one fiscal year shall carry over into the next fiscal year provided, however, that the conference fund will expire on expiration of this agreement. The previous sentence notwithstanding, requests which are submitted and approved within the final six (6) months of this Agreement may be paid, with any remaining available funds, up to three (3) months following expiration of this Agreement.

(viii) Employees who attend these activities may be requested by management to make a presentation on the events and information acquired.

(d) Funds which are unexpended in one fiscal year shall carry over into the next fiscal year provided however that the tuition reimbursement fund will expire on expiration of this Agreement. The previous sentence notwithstanding, applications for tuition reimbursement which are submitted and approved within the final six (6) months of this Agreement may be paid, with any remaining available funds, up to three (3) months following expiration of this Agreement. The Union shall upon request be able to interchange funds between the accounts established in sub-sections (a) and (b) above.

Section Four. The parties shall explore the feasibility of experimental apprenticeship programs for various trades. The State agrees to join and implement, where practicable, apprenticeship programs including those recognized by the Veteran's Administration for reimbursement to the employee.

Section Five. Employees working second or third shifts who are approved by their agency for participation in In-
Service Training Programs shall be granted equivalent time off, either in whole or in part, for time spent in such training.

Section Six. Where an employee is required by the employer to attend training, the employee shall be paid for time so spent.

ARTICLE 11
WORKING TEST PERIOD

Section One. The Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during a Working Test Period shall be tantamount to a failure of the exam. At any time during the Working Test Period, after fair trial, the appointing authority may remove any employee if, in the opinion of such appointing authority, the Working Test indicates that such employee is unable or unwilling to perform his/her duties so as to merit continuation in such position.

Section Two. (a) The Working Test Period for job classifications in the bargaining unit shall be six (6) months. Notwithstanding the previous sentence, the Working Test Period for employees who are promoted to non-competitive positions within the same classification series within the same agency shall be four (4) months.

(b) For part-time employees, the Working Test Period shall be based on hours rather than calendar months (e.g., 914 hours equal six months).

Section Three. The Working Test Period may, with the approval of the Commissioner of Administrative Services, be extended on an individual basis for a definite period of time not to exceed six (6) months to give the employee an additional opportunity to show ability to perform the work.
Section Four. (a) Dismissal of an employee during the initial Working Test Period shall not be subject to the grievance procedure. However, if requested, an employee who does not successfully complete the initial Working Test Period shall be entitled to a conference with the agency head or designee to discuss the reasons for such failure.

(b) Failure of an employee during a promotional Working Test Period shall be subject to the grievance procedure through Step III, provided, however, that the burden shall be on the employee to show patent unfairness of the Working Test Period due to evaluator bias or variance from the pertinent job specifications.

(c) Nothing in this Section shall be deemed to preclude the employee from going to any other forum to enforce his/her rights under this Article, i.e., Commission on Human Rights and Opportunities, Court or State Labor Board.

Section Five. A promotional appointee who does not successfully complete the Working Test Period shall revert to a position in the same job classification from which promoted, and to the extent possible, at the same location and with the same duties as held prior to promotion. If that is not possible, the employee shall be appointed to a vacancy within a reasonable distance (normally within fifteen (15) miles) and with similar duties as the position held prior to promotion, and shall have first preference for transfer to a position at the same location and shift at which he/she worked prior to promotion.

Section Six. No new Working Test Period shall be required of an employee permanently transferred who has satisfactorily completed the prescribed Working Test Period in his/her former position.
ARTICLE 12
SENIORITY

Section One. Seniority shall be defined as preferred status for specific purposes based on an employee's length of uninterrupted State service from date of last hire, plus war service as defined in Section Five below, and including, (a) all paid leave provided that the employee returns to work immediately following the leave, (b) unpaid medical leave of absence following exhaustion of sick leave, for up to four (4) months, for an employee who has at least one (1) year of service, provided the employee returns to work immediately following the leave, (c) for employees with more than six (6) months but less than one (1) year of State service up to six (6) months of any period of continuous layoff if the employee is reemployed, (d) for employees with more than one (1) year of State service up to twelve (12) months of any period of continuous layoff if the employee is reemployed.

For employees with more than six (6) months of State service, seniority shall be bridged for any period of continuous layoff if the employee is reemployed within thirty-six (36) months.

For purposes of layoff (job security), an employee who transfers into the NP-2 bargaining unit shall only be entitled to seniority based on the length of continuous service within the NP-2 bargaining unit.

Section Two. No employee shall attain seniority rights under this Agreement until the employee has completed the Working Test Period. Upon completion of the Working Test Period, the employee's seniority shall date back to the employee's date of hire.

Section Three. Seniority lists shall be maintained annually as of January 1. Copies shall be furnished to the
Union and posted at each agency, department or facility no later than February 1 of the same year. An employee may request correction of his/her seniority and appropriate adjustments shall be made on a prospective basis only, unless the employee has made the request to change within thirty (30) days of posting, in which case corrections shall be retroactive. Correction of the seniority list which is not made by the agency in response to an employee's written claim for such change may be processed through the grievance procedure.

Section Four. Seniority shall be deemed broken by termination of employment caused by resignation, dismissal or retirement, but shall be restored to an employee who returns to service within one (1) year of a service break. Failure to report for five (5) consecutive working days without authorization, unless such absence is for justifiable reason, may be deemed as a break in seniority and may or may not be restored at the reasonable discretion of the employer.

Section Five. (a) War service for purposes of seniority shall be defined as in Section 27-103 Connecticut General Statutes, which includes active service during the following periods:

- World War II: December 7, 1941, to December 1, 1947
- Korean Conflict: June 27, 1950, to January 31, 1955
- Vietnam Era: December 22, 1961, to July 1, 1975
- Desert Shield/Storm: August 2, 1990 to June 30, 1994

and service while engaged in combat or a combat support role
during the following periods below:

- **Lebanon**: September 29, 1982, to March 30, 1984
- **Grenada**: October 25, 1983, to December 15, 1983
- **Persian Gulf**: February 1, 1987, to July 23, 1987
- **Panama**: December 20, 1989, to January 30, 1990

(b) Active military service in the armed forces of the United States and its allies during wartime for the above dates shall be credited to an employee's seniority upon submission of proof of such service (discharge papers), and shall be otherwise in compliance with Section 27-103 Connecticut General Statutes.

**Section Six.** To the extent contained herein, Public Act No. 87-291 is superseded.

**ARTICLE 13**

**ORDER OF LAYOFF OR REEMPLOYMENT**

**Section One.** In the event of a reduction in force and subsequent recall to work, the provisions of this Article shall be controlling.

**Section Two.** For purposes of layoff selection within a classification, seniority as defined in Article 12 shall prevail. In the event of a layoff within a job classification, temporary employees and employees who have not completed their initial working test shall be laid off first and they shall not have bumping rights.

**Section Three.** When the employer determines that a reduction in force may be necessary, the employer shall notify the Union and shall meet to discuss the possible alternative
proposals (1) to avoid the layoff and/or (2) to mitigate the impact on the employee(s). Additionally, the employer and the Union shall cooperate to gather whatever information is deemed necessary to facilitate the transfer, bumping and reemployment processes.

Section Four. (a) The employer shall give an employee not less than six (6) weeks written notice of layoff, stating the reason for such action. During the six (6) week period the employer shall offer on a seniority basis, a transfer to a vacancy in the same or comparable class or in any other position in the same or lower salary grade the employee is qualified to fill within the Department.

To facilitate this process an employee shall receive together with the written notice of layoff a list of all Department vacancies in the same or comparable classes and a list of all vacancies in the same or comparable classes in all other State Departments within a twenty-five (25) mile radius. The Union shall receive a copy of all material supplied the employee.

(b) If there are no positions to which an eligible employee can bump or transfer within the Department within a twenty-five (25) mile radius, the employee shall be offered, on a seniority basis, a transfer to a vacancy in the same or comparable classification at any State facility within the twenty-five (25) mile radius provided that the employee meets the minimum requirements of the job.

If the employee refuses to accept or if there are no transfer opportunities available, an eligible employee may exercise bumping rights as specified in Section Five.

Section Five. In lieu of layoff when there is no vacancy, or when the employee does not accept a vacancy, an employee may bump a less senior employee as follows:
(a) The least senior employee in the same classification in the Department.

(b) If the employee does not exercise Department-wide bumping as in (a), then the employee may bump the least senior employee in a lower position in the same classification series at the facility at which the bumper is employed.

(c) A permanent employee who is bumped shall have the same rights as an employee who is laid off, except that a bumpee shall receive only three (3) weeks notice: however, a bumpee shall not be terminated during the initial six (6) week period required by Section Four (a).

Section Six. Within one week of the availability of the list of vacancies referenced in Section Four (a) above, an employee shall provide written notice of whether he/she elects to transfer or exercise bumping rights. If such election results in a lower paying position, the employee will be placed on the appropriate reemployment lists effective the date of such election.

The effective date of an election to transfer or bump will be at the sole discretion of the State. However, the exercise of this discretion shall not impair or jeopardize the employee's election.

Section Seven. Reemployment. (a) The names of permanent employees who are eligible for reemployment from layoff shall be arranged on appropriate reemployment lists in order of seniority and shall remain thereon for a period of three (3) years.

(b) Employees shall be entitled to specify for placement on the reemployment list for all classes in which they have or formerly had permanent status, or are qualified to fill as determined by the Commissioner of Administrative Services.
Such employee may further specify the location or locations at which he/she is willing to consider employment.

(c) An employee who twice waives consideration of a position or fails to respond to a reemployment notice shall be sent a certified letter notifying him/her that one additional waiver or failure to respond shall result in removal of his/her name to the bottom of a reemployment list. In the event that an employee is appointed to a position from a reemployment list but such position is in a lower salary group than the class from which he/she was laid off, he/she shall remain eligible for reemployment to a position in the higher class.

(d) Reemployment lists for classes shall be maintained by Commissioner of Administrative Services and supplied to the appointing authorities. The Union shall be provided copies of all lists and notice of all appointments.

(e) Employees shall be reemployed from layoff on the basis of seniority prior to filling a vacancy by any other means (other than reclassification of a filled position).

(f) Employees who have been demoted or who have exercised bumping rights under Section Five shall be reappointed to a position in their former class or comparable classes for which they meet the specific requirements on the basis of seniority prior to filling a vacancy by any other means (other than reclassification of a filled position).

Section Eight. The bumper shall be paid for the service in such lower classification at the closest rate in the lower salary range to his/her former salary in the higher classification, but not more than the rate he/she is receiving at the time of transfer.

Section Nine. If layoffs according to seniority have an adverse impact on affirmative action goals or if the most senior employees do not have the requisite skills and ability to
perform the work remaining, then the State and the Union shall meet to discuss the issue. If no agreement is reached within the time limits of Section Four (a), the State shall layoff employees in the manner it deems appropriate, and the Union has the right to submit the issue to expedited arbitration.

Section Ten. Impact of Contracting Out. (a) Effective July 1, 1989, the State will not initiate the contracting out of work normally performed by employees within the bargaining unit unless one or more of the following conditions is demonstrated:

(1) the bargaining unit employees who would normally perform the work are unavailable to do the work even with a reasonable amount of overtime;

(2) the bargaining unit employees do not possess the required qualifications and skills to do the work in a quality manner or would be unable to complete the work within the requisite time with a reasonable amount of overtime;

(3) the work can be contracted out at a lesser cost;

(4) budgetary constraints preclude the use of bargaining unit employees to do the work.

(b) The State may continue to contract out work, other than task labor, which has been contracted out historically without regard to the restrictions stated in this Section.

(c) In any grievance arising under this Section 10(a), if the State is found by an arbitrator not to be in compliance, the arbitrator's remedial authority shall be limited to a cease and desist order applicable to any similar future contracting.

(d) During the life of this Agreement, no full-time permanent employee will be laid off as a direct consequence of the exercise by the State employer of its right to contract out.
(e) The State employer will be deemed in compliance with this Section if; (1) the employee is offered a transfer to the same or similar position which, in the employer's judgment, he/she is qualified to perform, with no reduction in pay; or (2) the employer offers to train an employee for a position which reasonably appears to be suitable based on the employee's qualifications and skills. There shall be no reduction in pay during the training period.

ARTICLE 14
VACANCIES

Section One. For the purpose of this Article, a vacancy is defined as:

(1) being in the bargaining unit;

(2) a position the employer intends to fill on a permanent basis;

(3) a vacancy which does not require a competitive examination as a prerequisite for consideration.

Section Two. Prior to filling any vacant, non-competitive bargaining unit position, including all entry level vacancies, the employer shall send notice of such vacancy to the Union, or to the Union-designated stewards and shall concurrently post a notice of the vacancy on the bulletin boards it ordinarily uses for notices to bargaining unit employees at the facilities identified under Section Three. Such notice shall be posted for not less than ten (10) calendar days, and the position shall not be filled prior to the expiration of the posting period.

Section Three. (a) Vacancies shall be posted at agency facilities according to the following:

(l) At the various institutions, colleges, schools, University of Connecticut and the Health Center, posting may
be restricted to the grounds of the facility where the vacancy is to be filled.

(2) At the Department of Transportation and other agencies with statewide facilities, posting may be restricted to those agency facilities which are within a twenty-five (25) mile radius of the facility where the vacancy is to be filled.

b) All vacancies are open agency-wide, but notice shall be required to be posted only in accordance with this Article.

Section Four. Provided that no employee has recall rights, each vacancy shall first be filled by transfer from within the agency. If the vacancy cannot be filled by transfer from within the agency, then it shall be filled by promotion from within the agency. Any employee who is seeking a transfer or promotion to another position within the agency shall be given preference over new hires unless there is a significant difference in qualifications.

In addition to the definition supplied in Article 15, Section One, for the purposes of this section, transfer shall also be deemed to include employee requests to change shifts and/or to change assignments involving a change in supervision within a facility. If the initial posted vacancy is filled by an employee changing shifts and/or changing assignments involving a change in supervision within a facility the resultant and subsequent vacancies thereafter shall not be subject to any posting requirement.

Section Five. (a) After consideration of affirmative action goals, vacancies shall be filled on the basis of greater seniority, as defined in Article 12, unless in the reasonable judgment of the employer, there is a significant difference in the qualifications or work records of those seeking the position. For the purpose of this section, "work record" shall be limited to an employee's performance as reflected by the official personnel file during the 18-month period immediately prior to
the posting of the vacancy. Additionally, the employer shall not be required to select an employee who:

1. does not meet the minimum requirements for the job; or

2. has received a less than good service rating in the most recent evaluation; or

3. did not have permanent status in the next lower grade, however, this shall not disqualify an employee who is competing with a new hire for a position; or

4. does not have the skills required for the job.

(b) If the employer selects a less senior employee to fill the vacancy in order to achieve an affirmative action goal, the more senior employee(s) who applied for the position shall be so notified, and in any grievance, the employer shall have the burden to show that the promotion achieves the goal.

(c) In any arbitration of a dispute under this Section, unless the employer can be shown to have acted arbitrarily and capriciously, the arbitrator shall give substantial weight to the judgment of the employer in applying the relevant evaluation standards. It shall be considered arbitrary and capricious for the employer to consider any factors other than seniority, qualifications, work record, the job-related factors described above, and affirmative action goals in making promotions or filling vacancies other than through involuntary transfers. Junior employees cannot grieve the selection of a more senior employee.

Section Six. An employee who is promoted shall be placed in a salary step in the higher grade in accordance with the existing practice.

Section Seven. Each appointing authority shall establish and maintain procedures to assure that Merit
Examination announcements are distributed or posted so that employees in the bargaining unit have a reasonable opportunity to learn of pending examinations.

**ARTICLE 15**

**TRANSFERS**

**Section One.** A transfer is defined as a change in an employee's job location or job assignment. A change in the location at which a job assignment is performed at the same State facility shall not be deemed a transfer so long as the employee continues to perform the same type of assignment at the new location at the facility. A facility shall mean an individual building or connected buildings.

If a transfer is for disciplinary reasons, the employer shall so state in writing; disciplinary transfers are governed by Article 17, Section Ten.

**Section Two.** An employee may request a transfer to a position in any classification in which he/she has attained permanent status. The employee's request shall be in writing to his/her immediate supervisor who shall forward it to the appropriate agency authority. Normally a request for transfer will not be accepted when an employee has received an employee-initiated transfer within the previous twelve (12) month period.

**Section Three.** Selection of transfer applicants shall be governed by the provision of Article 14, Vacancies.

**Section Four.** Involuntary transfers shall not be made without first exhausting the voluntary transfer list. Exceptions may be made to meet exceptional operational needs of an agency, such as in order to meet special skills requirements, adjustments of staffing requirements or in lieu of layoff. When
it becomes necessary to involuntarily transfer an employee, the employer shall select on the basis of inverse seniority, unless, in his/her judgment, there is a significant difference in the qualifications or work records of those employees who could be affected.

An appointing authority wishing to transfer an employee who has not volunteered for such transfer shall notify the employee in writing, and except in a genuine emergency situation, shall provide at least three (3) weeks advance notice unless the transfer is within the same State facility.

Section Five. This Article does not pertain to shifts, change of shift or so-called "transfer of shift", or the like, except as provided in Article 14, Vacancies. Other such changes are governed by Article 18, Hours of Work.

ARTICLE 16
GRIEVANCE PROCEDURE

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

Section Two. Format. 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 contract section alleged to have been violated; (e) the remedy or relief sought.

In the event a grievance filed is unclear or incomplete and not in compliance with this Section, the State Employer shall make its best effort to handle the grievance as the employer understands it. A grievance may be amended up to and including Step II of the procedure so long as the factual
basis of the complaint is not materially altered. In the event that no Step II meeting is held, the grievance may be so amended at Step III.

Section Three. 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 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, shall be provided a copy thereof, and shall have the right to be present at any discussions of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting but shall be provided with a copy of the written response to the grievance. The steward shall be entitled to receive from the employer all documents pertinent to the disposition of the grievance and to file statements of position.

Section Four. The grievance procedure outlined herein is designed to facilitate resolution of disputes at the lowest possible level of the procedure. It is therefore urged that the parties attempt informal resolution of all disputes and to avoid the formal procedures.

Section Five. A grievance shall be deemed waived unless submitted at Step I within (30) days from the date of the cause of the grievance or within (30) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance.

Section Six. The Grievance Procedure.
Step I. A grievance may be submitted within the thirty (30) day period specified in Section Five to the employee's first supervisor in the chain of command who is outside the bargaining unit. Such supervisor shall meet with the Union representative and/or the grievant and issue a written response within seven (7) days after such meeting but not later than ten (10) days after the submission of the grievance.

Step II. Agency head or designee. When the answer at Step I does not resolve the grievance, the grievance shall be submitted by the Union representative and/or the grievant to the agency head or his/her designee within seven (7) days of the previous response. Within fourteen (14) days after receipt of the grievance, a meeting will be held with the employee and a written response issued within five (5) days thereafter.

Step III. Commissioner of Administrative Services. An unresolved grievance may be appealed to the Commissioner of Administrative Services or his/her designee within seven (7) days of the date of the Step II response. Said Commissioner of Administrative Services or his/her designated representative shall hold a conference within thirty (30) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

Step IV. Arbitration. Within thirty (30) days after the State's answer is due at Step III, or if no conference is held within forty-five (45) days, within thirty (30) days after the expiration of the forty-five (45) day period, an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee(s), except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of not less than five (5) working days.
Section Seven. For the purpose of the time limits hereunder, "days" shall mean calendar days unless otherwise specified. The parties by mutual agreement may extend time limits or waive any or all the steps hereinbefore cited. The State Employer may waive any or all steps herein except Step III and Step IV.

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 therefore shall apply as if the State Employer's answer had been timely filed on the last day.

The grievant assents to the last attempted resolution by failing timely to appeal said decision, or by accepting said decision in writing.

Section Nine. Arbitration. (a) The parties shall establish a panel of mutually acceptable arbitrators. Unless the parties agree to the contrary for a particular case, the arbitrator shall be selected by rotation in alphabetical order from the panel of arbitrators. Appeals involving dismissal, layoff, disciplinary transfer and any issue the parties mutually agree to shall be expedited using the above-described rotational system.

Submission to arbitration shall be by certified letter, postage prepaid to the Commissioner of Administrative Services. The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union or in dismissal, demotion or suspension cases when the Union is not a party, one-half the cost shall be borne by the State and the other half by party submitting to arbitration.

On grievances when the question or arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator, a separate arbitrator shall be
appointed at the request of either party to determine the issue of arbitrability.

(b) The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his/her appointment.

In cases of dismissals, demotions or suspensions in excess of five (5) days, the parties may request the arbitrator to maintain a cassette recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof.

The State will continue its practice of paid leave time for witnesses of either party.

(c) 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 shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties jointly agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with the Connecticut General Statutes Section 52-418, provided, however, neither the submission of a question 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, nor to restrict the authority of a court of
competent jurisdiction to construe any such award as contravening the public interest.

**Section Ten.** Disputes over an employee's job classification shall be processed through Step III of the grievance procedure. Unresolved classification grievances may be submitted through Commissioner of Administrative Services to a panel of three (3) Personnel Officers selected from agencies of one hundred (100) or more employees. The Union shall be entitled to have a representative attend all deliberations of the panel and to offer input during the deliberations. The decision of said panel shall be final.

**Section Eleven.** Notwithstanding any contrary provisions of the Agreement, the following matters shall not be subject to the grievance or arbitration procedure: (a) appeal of rejection from admission to an examination; (b) disputes over claimed unlawful discrimination in violation of Article III (Non-Discrimination and Affirmative Action), Section One, shall be subject to the grievance procedure but shall not be arbitrable in any case where the Commission on Human Rights and Opportunities has asserted jurisdiction; (c) the decision to layoff employees; (d) non-disciplinary termination of employees (e.g. Federal Grant Participant, etc.); (e) classification and pay grade for newly created jobs; however, this clause shall not diminish the Union's right to negotiate on pay grades; (f) any incident which occurred prior to this Agreement, with the understanding grievances filed which outdate this Agreement shall not be deemed to have been waived by reasons of execution of this Agreement.

**Section Twelve.** The Union shall be entitled to have present at any grievance meeting (except as provided in Section Three, above) one steward designated to appear on behalf of aggrieved employee(s). Additionally, the Union may bring a reasonable number of witnesses to grievance meetings, who
shall be released from work with no loss of pay or benefits. The Union agrees to limit the number of witnesses to those reasonably necessary to present the facts of the case avoiding repetition and minimizing the impact on the Employer's productivity.

**ARTICLE 17**

**DISMISSAL, SUSPENSION, DEMOTION OTHER DISCIPLINE**

**Section One.** No permanent employee who has completed the working test period shall be demoted, transferred for disciplinary reasons, suspended, discharged or otherwise disciplined except for just cause.

**Section Two.** The employer shall notify the Union in writing of any demotion, disciplinary transfer, suspension (including the docking of pay for disciplinary reasons), or discharge concurrent with the written notice to the employee. Such written notice shall cite the reasons for the discipline, effective date of discipline, and the notice of right of appeal. If the Union or the employee desires to grieve the disciplinary action, written notice thereof shall be submitted directly to Step III of the grievance procedure within fourteen (14) calendar days of receipt of the notice of discipline, or else the grievance is waived notwithstanding any provisions of the Agreement to the contrary. A copy of such notice of appeal shall be sent concurrently to the employee's agency designee.

**Section Three.** The State reserves the right to discipline or discharge employees for breach of the No Strike Article. An employee may grieve whether he/she participated in a violation of such article. If, in an arbitration proceeding, the employer establishes that the employee(s) breached the No Strike Article, the arbitrator shall have no power to alter or modify the discipline imposed.
Section Four. Employer Conduct for Discipline. If an employer has an immediate need to correct or counsel an employee it shall be done in a manner so as not to embarrass the employee in front of other employees or members of the public who happen to be in the vicinity of the employee's work station.

Section Five. In cases which involve a criminal investigation or the disposition of a criminal charge related to the employee's work or work performance, the employee may be placed on an unpaid leave of absence pending administrative action of the appointing authority. An employee may draw upon all his/her earned leave (except sick leave). The employer shall investigate alternative assignments for the employee in lieu of unpaid leave. In all other cases involving investigation, an employee shall be placed on a paid leave of absence and shall be informed of the nature of the alleged charges. If an employee is discharged or suspended as a result of the investigation, the effective date of such discharge or suspension shall be the effective date of the leave of absence. If the employee is not dismissed as a result of the investigation, he/she shall be reinstated with full pay retroactive to the starting date of the leave. Such reinstatement, however, shall not preclude other disciplinary action.

Section Six. Investigatory Review. An employee who is being interviewed concerning an incident or action which may subject him/her to disciplinary action shall be immediately notified of his/her right to have a Union steward or other Union representative present, provided this provision shall not unreasonably delay completion of the investigatory interview. This provision shall be applicable to investigation before, during or after the filing of a charge against an employee or notification to the employee of disciplinary action.
The provisions of this section shall not be interpreted to prevent a supervisor from questioning an employee at the scene of the incident. No employee shall be requested to offer or to sign a statement to be used in a disciplinary proceeding against himself/herself without being advised of his/her right to Union representation. If the employee waives the right to representation in this instance, such waiver shall be in writing and signed by the employee.

**Section Seven.** To the extent practicable, the investigation 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 an 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. If the employee's steward is on duty at the time of the meeting, he/she shall be released for the meeting with pay.

**Section Eight.** 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.

**Section Nine.** When an employee is demoted, suspended or discharged, each party shall provide to the other, upon request, copies of all written documents to be submitted in evidence at a grievance hearing. Such documents shall be provided one week prior to the scheduled grievance hearing.

**ARTICLE 18**

**HOURS OF WORK, WORK SCHEDULES AND OVERTIME**

**Section One. Work Schedules.** (a) Standard Workweek. The standard workweek for full-time employees shall be thirty-five (35) hours in five (5) consecutive days with regularly established starting and ending times.
(b) **Nonstandard Workweek.** A nonstandard workweek for full-time employees shall average no more than five (5) workdays and thirty-five (35) hours per week (Friday through Thursday) over a period of eight (8) weeks or less.

(c) **Unscheduled Workweek.** An unscheduled workweek for full-time employees shall be thirty-five (35) hours in five (5) days, with starting and ending times determined by the requirements of the position.

(d) Effective on July 4, 1997, the standard workweek shall be increased with appropriate pay by two and one half hours (21/2) to thirty-seven and one half hours (37 ½) per week in accordance with Article 18, Section 19.

Nonstandard schedules and/or schedules which vary from the standard workweek shall be increased in accordance with the increases to the standard workweek described in this Section.

The salary schedule shall be modified to reflect the annual, daily and biweekly rates that conform to the increased workweek. Accrual of vacation, sick leave and personal leave earned after the above date shall reflect the increased standard workweek and standard workday.

(e) Effective July 4, 1986, all employees who are assigned to a forty (40) hour workweek shall have all benefits calculated on that basis.

**Section Two.** Employees shall receive two (2) weeks written notice of any change in previously scheduled hours or workweeks, except in emergencies and then in no event less than twenty-four (24) hours.

**Section Three.** (a) During the life of this Agreement, prior to the establishment or disestablishment of nonstandard or unscheduled workweeks as defined in Section One (b) and (c),
the State shall notify the Union and shall negotiate to the full extent required by law. The Union agrees to make every reasonable effort to conclude negotiations within thirty (30) days. If that is not possible, the State may implement the proposed schedule change or a modification thereof which may have resulted from the discussions with the Union.

(b) The employer shall notify the Union when it significantly changes agency operating hours and/or establishes significantly different work schedules. Upon request of the Union, the employer shall negotiate with the Union over the impact of such changes on the employees.

(c) When it becomes necessary to involuntarily change an individual employee's work schedule, the employer shall select on the basis of inverse seniority, unless, in his/her judgment, there is a significant difference in the qualifications or work records of those employees who could be affected.

(d) Changes in workweeks and hours shall be made on the basis of reasonableness. No change in work schedules shall be made for the primary purpose of avoiding the payment of overtime. The State shall receive and discuss suggestions to modify workweeks once established.

Section Four. Meal Periods. Meal periods shall be scheduled close to the middle of a shift consistent with the operating needs of the agency. Employees who are required to remain in attendance during meal periods shall have such time counted as time worked.

Section Five. Rest Periods. Unless precluded by existing agency policy, and subject to the operating needs of any agency, employees will be scheduled to receive a fifteen (15) minute rest period in each half shift.

Section Six. Upon request of an employee and by mutual agreement between the employee and an appropriate
management designee, and with the concurrence of the Union, the employee's work schedule may be rearranged to accommodate needs in such areas as child care, transportation or participation in an educational program.

There shall be no arbitrary or unreasonable denial of an employee’s request for a non permanent change in schedule to meet problems or needs as provided in this Section, and grievances alleging such arbitrary or unreasonable denial shall be expedited and filed directly to Step 2. Individual employee needs and requests will continue to be addressed under this Article 18, Section Six, not Article 18, Section 20.

No modifications in schedule changes approved or allowed under this Section will be changed or withdrawn without the requisite notice provided in Article 18, Section Two.

Section Seven. When it becomes necessary to reassign an employee involuntarily from one previously established shift to another, the employer shall select the employee with the least seniority in the job classification requiring the reassignment. An exception to the use of seniority may be made to meet urgent operational requirements (not related to financial reasons). When such involuntary reassignment is made outside of seniority order, it shall be for a period of no more than sixty (60) consecutive calendar days. An employee who is selected for such reassignment outside of seniority order shall be entitled upon request to a written explanation of the reasons for his/her selection from the employer. Any employee to be reassigned involuntarily shall receive at least two (2) weeks written notice, except in an emergency, and then in no event less than twenty-four (24) hours.

Section Eight. Equalization of Overtime. The employer shall survey Maintenance Unit employees to determine willingness to work overtime. Subject to the
provisions of the overtime section, voluntary overtime shall be distributed equally among qualified volunteers with similar skills and duties. Overtime shall be reasonably equalized according to equalization work unit or shift over each six (6) month period.

When an employee refuses voluntary overtime, the hours offered shall be charged to the employee as if worked, for equalization purposes. When there are insufficient volunteers available for overtime work, the employer will endeavor to distribute such overtime work among qualified employees who normally do such work.

An employee shall not be penalized for not volunteering for overtime work. However, an employee who refuses an order to work overtime may be subject to disciplinary action.

There shall be no basis for any employee claim for compensation in any form for hours not worked.

Overtime records shall be maintained at each agency or facility which utilizes employees on overtime. Such records shall be maintained or posted in an area convenient to the employees and shall be kept in a manner easily understandable by the employees. Such records shall also be available for inspection by the Union. If an agency chooses not to post overtime records, the employees shall have the absolute right of access to the necessary information during their normal working hours even if such working hours do not coincide with the regular business hours of the agency.

Section Nine. Employees shall be entitled to exchange shifts in accordance with present practice.

Section Ten. It is understood that employees should have a reasonable expectation of working a regular schedule and shift. Consequently, the employer shall not reschedule or
change an employee's shift or days off for the purpose of avoiding overtime.

Section Eleven. All work schedules shall be filed with and approved by the Commissioner of Administrative Services and filed with the Union prior to becoming effective. This Section does not preclude the responsibilities of the parties under the previous Sections of this Article.

Section Twelve. Current practices with respect to compensatory time for regularly scheduled work upon Declaration of Emergency shall be continued.

Section Thirteen. It is understood that some members of the bargaining unit must work during weather extremes. Under such extremes, the employer shall take reasonable steps to protect the health and well-being of employees, e.g., by curtailing work, providing additional or extended rest periods.

Section Fourteen. The employer will continue its practice of allowing employees who are engaged in unusually dirty work ten (10) minutes at the end of the work day as personal clean-up time. The employer retains the right to determine the conditions under which this provision shall apply and to revoke the opportunity to clean up in emergencies and where the working situation would be disrupted thereby.

Employees shall not use clean-up time as a means for early dismissal from duty.

Section Fifteen. If an employee has been functioning under emergency conditions, he/she shall not be released from work within three (3) hours of his/her normal starting time and shall be assigned productive work.

Section Sixteen. Overtime. (a) After the calculation of overtime in accordance with this Agreement (see generally this Article) an employee's additional FLSA payment, if any,
shall be calculated according to the rules set forth in the FLSA (29, CFR Part 778 et seq.). In determining whether said employee is eligible for FLSA overtime payment, only 'actual hours worked' as defined in the Act, shall be counted. Furthermore, the FLSA calculation shall be offset by the amount of the overtime calculated in accordance with this Agreement and existing practice, for that FLSA work period.

(b) The State will continue to pay overtime to eligible employees at the straight time rate for hours over thirty-five (35) but under forty (40), and at time and one-half for hours worked over forty (40), except as provided otherwise in Section 5-245 for employees on rotating shifts and unscheduled positions and classes, and except for averaging schedules approved by the Commissioner of Administrative Services.

Effective July 14, 1989, the State shall pay overtime to eligible employees at the rate of time and one-half for any hours over eight (8) per day, for any hours worked on an employee's normally scheduled days off, or over forty (40) hours per week.

(c) An employee who is required to report for work on an overtime basis shall be assigned to at least four (4) hours of work before being released. An employee who is recalled within two (2) hours after being released from work shall be considered to have never been released and shall be paid accordingly. If the employee is recalled within two (2) hours of a prior release the four (4) hour guarantee shall begin with the time of release, rather than the time of recall.

(d) Exempt Employees. i. During the life of this Agreement, Section 5-245(b)(1) shall be deemed to exempt from overtime all employees being paid above Salary Group 24, and those unclassified positions which on June 30, 1977, were deemed exempt positions. Exempt employees who are required by the State to attend regular and recurrent evening
meetings or otherwise to be called out regularly and recurrently to perform work outside the regular scheduled workweek shall be authorized to work a flexible work schedule or to receive compensatory time off, and exempt employees who are required by the State to perform extended service outside the normal workweek to complete a project or for other State purpose shall be authorized to receive compensatory time off. In no event shall such time be deemed to accrue in any manner or be the basis for compensation on termination of employment.

**ii.** Inasmuch as it is not feasible for General Supervisors and others above the grade eligible for overtime pay to be granted compensatory time off during the winter season (November 1 to April 30), these employees shall receive applicable overtime pay for overtime worked during this period which are related to snow and ice or other weather emergencies.

**iii.** As a result of the implementation of the Objective Job Evaluation (OJE) negotiations should any current employee, due to an upgrading, become ineligible for overtime because of the applicable rate stated above such employee shall continue to be eligible for overtime as long as he/she remains in the upgraded position. Employees hired or appointed to such a position subsequent to the OJE implementation shall continue to be exempt if paid above Salary Group 24.

**(e)** Overtime pay shall not be pyramided.

**(f)** Where practicable, overtime checks shall be paid no later than the second payroll period following the overtime worked.

**(g)** All paid leaves of absence shall be considered as time worked for purposes of computing overtime.
Section Seventeen. As used in this Article, the term "emergency" means "a situation or occurrence of serious nature developing suddenly and unexpectedly and demanding immediate action".

Section Eighteen. The Department of Transportation may establish short term temporary pre-arranged evening/early morning work schedules for selected highway/bridge maintenance activities which it deems necessary. Such schedules shall not be established for routine emergency overtime and snow and ice work.

(a) Such schedules consisting of shifts of at least seven and one-half hours (7 ½) shall be a minimum of one week to a maximum of six months in duration, and will start and end some time between 7:00 p.m. and 5:30 a.m. the next day, and may include weekends. A minimum of two weeks notice will be provided to establish such a shift.

Assignments to such schedules shall only be on a voluntary basis and may be from one or more garages. If a 4-day, ten (10) hour per day, work week is implemented by the Department, time and one-half will not be paid until after 40 hours in the work week or over ten hours in the work day. Leave time will be taken on an hour for hour basis, with holidays based on the standard work day.

(b) Safety. The DOT acknowledges that the safety of its employees and customers is one of its primary concerns. Accordingly, the Department shall take every reasonable safety precaution for night shift operations in order to ensure safe and healthy working conditions for all employees. On night work sites with high traffic volume, other special site conditions or unusual weather conditions, DOT shall utilize additional signs, electronic warning signals, illumination, additional crash units and any other available means to protect employees. If all of
the above precautions are not adequate to ensure worker safety, such work shall be scheduled during daylight hours with all appropriate safety precautions. DOT shall promptly act upon input from the Union regarding safety concerns for night work operations.

A base station shall be on the air when employees are working on the early shift or on night work for safety reasons. However, cellular phone(s) shall be provided if no base radio is operating.

(c) Temporary Night Shift Differential. A Shift premium of $2.00 per hour will be paid in lieu of any other shift or weekend differential to employees who are assigned to such temporary shifts for all such hours worked or on paid leave. This premium shall also be paid for any eligible overtime hours worked on such established shifts, but the premium itself shall not be paid at the one and one-half rate.

Section Nineteen. (a) After February 1, 1997 and before May 1, 1997, each Agency and the Union shall meet to discuss the method of implementation and the impact of an additional half hour increase in the work day (2.5 hours in the work week) to be effective July 4, 1997.

Discussion may include the beginning and ending times; accommodation of day care and other employee needs, use of flex time, use of compressed work weeks, 4-day work weeks and similar compressed schedules, and other related issues. After receiving Union input the determination of the Agency will be final, and not subject to the grievance procedure.

The increase in the length of the standard workweek
shall be effective as follows:

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<th>Date of Increase</th>
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<th>Workweek</th>
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<tr>
<td>July 4, 1997</td>
<td>One half hour daily</td>
<td>2.5 hours weekly</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(37.5 hours)</td>
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</table>

The increase in the length of the standard work week shall be effective at the start of the pay period.

(b) Paid Leave: The monthly accrual of vacation and sick leave shall be earned on the basis of the increased length of the standard work day on a prospective basis, starting August 1, 1997. The crediting of personal leave shall reflect the length of the standard work day as of January 1, 1977. Employees who use a full day of personal leave after the above increase in the length of the work day, however, shall receive the increased compensation for the longer work day, but shall only be charged the number of hours that equaled the standard workday as of January 1, 1997.

(c) General Applicability: The parties intend that all contract provisions will be interpreted and applied consistent with the increased workweek and increased workday. In order to avoid repetitive changes in various contract sections for each change in the workweek, the parties agree that all references to the thirty-five hour workweek shall be considered to have been updated to reflect the increased workweek. Similarly, all references to the seven hour work day shall be considered to have been updated to reflect the increased work day.

(d) Part-Time Employees: The above increases in the length of the standard workweek shall not apply to part-time employees although the State retains its right to increase the schedules of part-time employees. The parties agree that the pro-rating of benefits for part-time employees shall be calculated based upon the increased standard workweek, and that the specified minimum number of hours for health benefits
(i.e. 50% of the full-time standard workweek) or other benefits shall be increased in accordance with the increased workweek.

(e) It is agreed that the increase in the standard schedule and workday will not affect the leave accrual calculations of a part-time employee whose work schedule has not otherwise been changed. It is expected that the change in part-time calculation to a proportion of a 37.5 week that is then applied to a 7.5 hour day will not reduce the monthly leave accruals of a part-time employee whose schedule remains at the same number of hours per week. It is agreed, however, that if there was to be a reduction in the monthly accrual based solely on the mathematical calculation, it would be addressed by the parties in order to maintain the benefit of the current calculation of a proportion of a 35 hour week that is applied to a 7 hour day. This provision shall not be applicable to a part-time employee whose schedule is increased or reduced.

(f) It is further agreed that the increase in the minimum eligible hours will not disqualify a part-time employee currently receiving health insurance benefits whose work schedule has not otherwise been changed. For example, a part-time employee with a eighteen hour per week schedule as of January 1, 1996 (and who continues on that schedule) shall retain health coverage despite the increase in the minimum eligibility standards to 18.75 hours on July 4, 1997.

Section Twenty. Notwithstanding any provision of this agreement, the Union and any individual State agency may agree to modify work schedules when the parties determine that such modification is in the best interests of increasing efficiency or productivity, or reducing costs.

Upon the written request of the Union, the parties shall meet within thirty (30) days to discuss and explore alternative work schedules within its institutions/departments/facilities/
work units, including day and evening shifts, shift beginning and ending times, accommodation of daycare and other employee needs, use of flex time, use of compressed work weeks, a 4-day work week and similar work week schedules as well as other related issues. The written request will detail the specific topics to be discussed and the reasons for requesting such changes.

This provision may be especially applicable, but not limited, to experimental or pilot programs dealing with operational, staffing, scheduling, or other work related problems.

Any modification or change agreed upon between the parties under this Section shall not become effective until reduced to writing and signed by the Agency head with the approval of the Union and the Governor’s Office. No further legislative action shall be required for any supplemental agreement or change hereunder to become effective and binding on the parties beyond this initial approval.

**ARTICLE 19**

**SAFETY**

**Section One.** The Union and Employer recognize that too great an emphasis cannot be placed upon the need for safe and healthy working conditions. The parties shall mutually strive to improve such conditions. The State shall maintain safe and healthy working conditions.

**Section Two.** There shall be a Bargaining Unit Job Safety Committee comprised of two (2) representatives of the Union and two (2) representatives of the State. The Committee shall meet monthly to review and respond, in writing, to written complaints filed as above and to review and recommend other safety and health measures in the various agencies covered by this Agreement and as the same may affect
members of the bargaining unit. Committee decisions and recommendations shall be made by a majority vote of the entire Committee. Recommendations of the Committee shall be forwarded to the responsible authorities in charge of the affected facility or agency and shall be promptly addressed. In the event of a stalemate, the recommendation of each side shall be forwarded to the responsible authority. The Committee shall be entitled to a written response to its unanimous or majority recommendations within thirty (30) days. Such response shall include an analysis of the Committee recommendations. If the responsible authority does not agree with the Committee, the authority shall propose an alternative or provide an explanation of the reasons for disagreement with the recommendations as part of the response. The Bargaining Unit Job Safety Committee shall then review the response and make a final recommendation to the responsible authority within thirty (30) days. If the responsible authority does not agree to timely implement the final recommendation of the Bargaining Unit Job Safety Committee, it shall so respond in writing within ten (10) days, and thereafter the Union may submit the matter directly to Step III of the grievance procedure.

**Section Three.** Committee members, when acting as a body, shall be paid for time spent on Committee activities, including inspections and investigations, at their normal base rate of pay, or shall receive compensatory time off (in lieu of overtime) if such activities fall outside their normal work schedule.

Time off shall be granted to Union designees to conduct inspections or investigations of matters being considered by the Committee; and, additionally, to attend scheduled meetings with State officials and/or agency designees to discuss health and safety issues. All time off under this section is subject to
giving the Office of Labor Relations at least two (2) weeks notice.

A bank of 1,200 hours per year is provided for time spent by the Union designees in pursuing the activities outlined in this paragraph as well as time spent by them in responding to imminent danger situations.

No member of the Committee shall hold himself/herself out as being on official Committee business unless the Committee as a whole has so determined.

Section Four. The Union shall cooperate with the Employer in carrying out all of the Employer's safety measures and practices for accident prevention. Employees shall perform their duties in each operation in such a manner as to promote safe and efficient operation of each duty and of each job as a whole. The Union agrees that employees shall use the health and safety equipment provided by the Employer. An employee who knowingly fails to perform work in conformance with the Employer's safety rules or approved safety standards shall be subject to disciplinary action. It is incumbent upon each employee to report known safety hazards. An employee in reporting safety hazards shall notify his/her immediate supervisor in writing and said supervisor shall acknowledge receipt of the report in writing, and the employee shall receive a timely report of its disposition. If the employee does not feel that the problem has been corrected in a reasonable period of time he/she may submit a written complaint, with copies of the supervisor's report of disposition to the Bargaining Unit Job Safety Committee. The employer agrees to follow its own safety and/or health policies and procedures.

Section Five. No employee shall work on, with, or about an unsafe piece of equipment or under an unsafe or
unhealthy condition. Such equipment shall be tagged until appropriate repairs are made.

No employee shall perform a task for which he/she has not received appropriate training or without qualified supervision when the absence of such training or supervision make the task unsafe.

No employee shall be disciplined for refusal to work or to operate equipment when he/she has reasonable grounds to believe that such would result in imminent danger to life or of serious physical harm. In event of imminent danger to the safety of employees performing a particular task, the employees involved should immediately inform the on-site supervisor.

If such notification does not resolve the problem, one of the employees may notify one of the Union members of the Bargaining Unit Job Safety Committee. Such member shall immediately contact the safety designee of the agency involved and a management member of the committee. If the Union member, through no fault of his/her own, can't contact the agency designee or is not satisfied that the agency will immediately address the problem, then such member may, in conjunction with the management member, or alone, proceed to the job site in question to investigate the matter.

The same procedure shall be followed in the event of the death or serious personal injury involving a bargaining unit member.

Before leaving his/her work site, such committee member must comply with the procedures outlined in Article 7, Sections 3 and 4, as if on steward release. Time used for such investigations shall be reported to the Office of Labor Relations as soon thereafter as possible and be deducted from the bank created in Section Three.
Section Six. (a) The Employer shall continue to provide all safety equipment (other than items of personal apparel) which is required in order to perform assigned work.

(b) On or about July 15 of each contract year, each employee who is required to wear safety shoes shall receive the specified payment for the purchase of such shoes.

Section Seven. (a) Hazardous or Unpleasant Duty. Hazardous duty is work performed which has a risk of serious illness or injury, or death, which risk is different from that normally inherent in the duties of the classification of the employee involved. Unpleasant duty is work which may not be hazardous but which causes extreme physical discomfort or stress, such as physical exertion in cramped quarters, exposure to fumes, dust, noise, waste or human or animal remains, which discomfort or stress is different from that normally inherent in the employee's job.

(b) Premium pay for hazardous or unpleasant duty as specified by current regulations or Q-Items shall continue. Premium pay for newly designated hazardous or unpleasant duty may be established at either one and one-half (1-1/2) or one and one-quarter (1-1/4) times the applicable hourly rate, depending on the degree of such hazard or unpleasantness, in relation to current regulation or Q-Item. Premium pay shall be paid for all hours of such work or exposure.

(c) Each agency shall establish a committee to receive and review requests for premium pay hereunder (except for that already established by Q-Item or regulation). The Committee shall include one (1) management member familiar with safety policy and one (1) member selected by the Union. The Committee shall meet and act upon any request for premium pay for hazardous or unpleasant duty within ten (10) days of the receipt of such request. A unanimous Committee decision to disapprove a request for premium pay shall be final.
In the event that the Committee recommends premium pay or fails to reach agreement, the recommendation (or statements of the Committee members) shall be presented to the agency head or designee for appropriate action.

The agency head or designee shall act upon a request for premium pay within thirty (30) days of the receipt of the request from the Committee. The agency head or designee shall forward his/her response to said request to the Bargaining Unit Job Safety Committee.

Requests for premium pay under this subsection are limited to claimed hazardous or unpleasant duties assigned to employees on or after July 1, 1989. If duties initially assigned prior to July 1, 1989, are brought to the Committee's attention and are found to be hazardous or unpleasant duty, the Committee shall order either that the duty be removed or the situation be remedied to address the hazardous or unpleasant nature of the assignment.

(d) The Bargaining Unit Job Safety Committee shall receive and act upon recommendations concerning premium pay forwarded by an agency head or designee. The Committee shall act upon said request within thirty (30) days of receipt. A Committee decision to disapprove the request shall be final.

In the event that the Committee recommends premium pay or fails to reach agreement, the recommendation (or statements of the Committee members) shall be presented to the Commissioner of Administrative Services for appropriate action. If the Commissioner grants the premium pay, it shall be calculated effective from the date the request was originally submitted. If the Commissioner denies the premium pay, he/she shall provide written explanation, with copies to the Committee. The Commissioner of Administrative Services shall act on such requests and forward his/her response to the
Bargaining Unit Job Safety Committee within thirty (30) days of receipt.

(e) The Union, but not an employee, may submit disputes over premium pay to arbitration. In any such arbitration, the arbitrator's decision shall be binding on the parties.

(f) Time limits specified above may be extended by mutual agreement.

Section Eight. The State shall: (a) provide the Union with any industrial hygiene tests, safety reports, ventilation and noise control engineering studies or safety related engineering studies prepared by it or on its behalf and relating to any agency or department in which bargaining unit members work.

(b) maintain a list, at each facility, of harmful or toxic substances stored or used at each facility. The State shall provide a copy of said list to the Union upon request.

(c) Inform and educate employees regarding safe practices for chemicals at each facility; and, shall not expose any employee to any harmful or toxic substance without providing him/her, upon request, a Material Safety Data Sheet (MSDS).

(d) promptly notify the Union of all accidents involving serious personal injury or death; and, also, provide copies of any of the following records upon the request of the Union: Supplementary Record of Occupational Injuries and Illnesses, OSHA Number 101 or equivalent; Log and Summary of Occupational Injuries and Illnesses, OSHA Number 200; Annual Occupational Injuries and Illnesses Survey, OSHA Number 200-S.
(e) provide medical examinations for employees exposed to health hazards as determined to be necessary by State medical personnel.

(f) cooperate with members of the Bargaining Unit Job Safety Committee in cases where the Committee or the Union requests permission to conduct any industrial hygiene tests, safety studies, ventilation and noise control engineering studies or safety-related engineering studies relating to any agency or department in which bargaining unit members work, provided there is no disruption of the work of the Employer and provided or cost to the Employer beyond funds allocated in subsection (g) of this section.

(g) Allocate twenty thousand ($20,000) dollars per contract year to be applied towards funding those safety and health-related activities cited in subsection (f) above. Approval for specific activities shall be by majority vote of members of the Bargaining Unit Job Safety Committee.

Section Nine. An employee required to perform work in any security designated area shall be supplied appropriate identification. When an employee is required to work in a controlled area or ward within an institution, he/she may require that the work area be isolated if necessary to insure the employee's safety.

Section Ten. Disputes over unsafe or unhealthy working conditions regarding physical facilities shall be processed through Connecticut OSHA. If jurisdiction over the condition is specifically declined by Connecticut OSHA, then the issue may be processed through the grievance and arbitration procedure. Safety disputes relating to matters other than physical facilities may be processed through the grievance and arbitration procedure. The arbitrator shall not have the authority to mandate the hiring of additional staff. The arbitrator shall be obligated to consider the impact of any
award with respect to an Agency budget and shall issue no award of major impact unless the issue poses significant risk of life or serious injury. Any such arbitration shall be governed by Article 16, Section Nine.

**Section Eleven.** It is understood that some members of the bargaining unit must work during weather extremes. Under such extremes, the employer shall take reasonable steps to protect the health and well-being of employees, e.g., by curtailing work, providing additional or extended rest periods.

**Section Twelve.** (a) The Union may designate specific stewards, from among those designated under Article 7, Section Two, to act as 'Safety Stewards' within their specified jurisdiction. The Union will furnish the State with a list of the designated 'Safety Stewards' in the manner specified in Article 7, Section Two, of this Agreement.

(b) The agency or facility will deal exclusively with such designated 'Safety Stewards' if he/she is available with respect to safety and health matters.

(c) When CONN-OSHA or the Bargaining Unit Job Safety Committee makes an on-site visit, the designated safety steward, if on duty, shall normally accompany the site inspection team, subject to agency operating needs.

**ARTICLE 20**

**COMPENSATION**

**Section One (a) Lump Sum Bonus Payments** (i) A lump sum bonus payment of $2,500 will be made to each active bargaining unit member employed on or before July 1, 1994. The amount of said payment will be adjusted for Bargaining unit members employed after that date as follows for those employed after July 1, 1994 through June 30, 1995 - $2,000; for those employed after July 1, 1995 through June 30, 1996 - $1,500; for those employed after July 1, 1996 through June 30, 1997 - $1,000; for those employed after July 1, 1997 through June 30, 1998 - $500; for those employed after July 1, 1998 through June 30, 1999 - $0.
1996 - $500. Bonus payments shall be included in the first paycheck issued following the 30th (thirtieth) calendar day after legislative approval of this agreement or May 9, 1997, whichever comes first. (ii) Employees separated by virtue of retirement, layoff or transfer to a different state employee bargaining unit on or after June 30, 1996 shall be eligible for pro rated lump sum payments as follows. For those on the payroll July 1, 1994 and who separated on June 30, 1996, $1,400. An additional $100/month shall be paid for each additional calendar month or portion thereof to May 9, 1997. Payment should be made on dates specified in (i) above. (iii) Employees not in pay status on the date of such payment due to Workers’ Compensation or other unpaid leave will receive lump sum payment upon return to work; or if unable to return to work, at the time of separation, pro-rated on the basis of hours actually worked in the time frame. (iv) Part-time employees eligible for a lump sum bonus under Section One (a) shall receive a prorated bonus calculated by multiplying a fraction (the numerator being the employees average number of hours per work week for the previous six (6) months and the denominator being 35 hours) times the bonus entitlement for which the employee qualifies in Section One (a).

(b) General Wage Increases (1) Effective May 10, 1996, the base annual salary for bargaining unit employees shall be increased by three (3%) percent payable as follows: (i) Prospective payment shall be included in the first paycheck issued following the 30th (thirtieth) calendar day after legislative approval of this agreement or May 9, 1997, whichever comes first; (ii) Retroactive payment shall be included in the first paycheck issued following the 60th (sixtieth) calendar day after legislative approval of this agreement or June 20, 1997, whichever is sooner; (2) Effective
on the start of the pay period that includes January 1, 1998, the base annual salary of all employees shall be increased by one and one-half percent (1 ½%); (3) Effective on the start of the pay period that includes January 1, 1999, the base annual salary of all employees shall be increased by one and one-half percent (1 ½%).

(c) The entry level rates for salary groups 1 through 12 shall continue to be ten (10%) percent below Step 1 for each group in each year of this Agreement for employees in their initial working test period. Upon completion of the working test period the employee shall advance to Step 1 of the salary schedule and be paid accordingly.

Section Two. (a) Effective July 4, 1997 an employee who otherwise would have received an anniversary increase (annual increment) in 1995-96 and/or 1996/97, will receive a step increase prospectively for each such year.

(b) Effective with the contract year 1997-98, employees shall continue to receive anniversary increase (annual increments) in accordance with existing practice. The annual increment shall be delayed by five months for the dates 1997-98 and 1998-99 contract years and paid out accordingly in the pay periods which include December 1 or June 1 of those contract years.

Section Three: Shoe Allowance. (a) The Safety shoe allowance provided under Article 19 (Safety) shall continue to be $70.00.

(b) The Safety Shoe Allowance will be extended to otherwise eligible employees who are hired after July 15, but before February 1, of any contract year. Payment shall be made on or about February 15. Employees hired on or after February 1, shall not be eligible for such payment for that contract year.
Section Four. The eighth step added to the salary schedule in 1987-88 shall continue under this Agreement. Effective July 13, 1990, the eighth step shall be two and one-half (2 ½%) percent higher than the seventh step in each contract year salary schedule. The provisions of this section shall sunset effective June 13, 1995, due to the implementation of the ten step salary plan pursuant to the Scope agreement.

Section Five. Employees who on July 4, 1997 were already working a forty (40) hour per week schedule will receive a one-time lump sum bonus equal to the value of the wage adjustment for the move from the 35 hour workweek to the 37 ½ hour work week. This will be the equivalent of 130.5 hours times their base hourly rate as of July 4, 1997. This will include the May 1996, three percent 3% General Wage Increase and the A.I. increases effective July 4, 1997.

ARTICLE 21
GROUP HEALTH INSURANCE

Section One. (a) Heath Insurances. The State shall continue in force the health insurance coverages in place on June 30, 1994 unless modified by the Health Care Cost Containment Committee, or by coalition bargaining conducted pursuant to Connecticut General Statutes Section 5-278.

(b) Life Insurance. The existing group life insurance program shall continue in force for the duration of this Agreement.

Section Two. Members of the bargaining unit shall continue to have the election to join qualified Health Maintenance Organizations (H.M.O.'s) in lieu of medical coverage under this Agreement. In the event that new or additional Health Maintenance Organizations become operational in Connecticut and are approved by the Comptroller, employees will have the option of enrolling in
such programs. The State's contribution for premiums for such programs shall be governed by existing practice.

**ARTICLE 22**

**LONGEVITY**

**Section One.** Employees shall continue to be eligible for longevity payments in accordance with existing practice. The longevity schedule in effect on June 30, 1988, shall remain unchanged in dollar amounts during the life of this Agreement.

**Section Two.**

**LONGEVITY - SEMI-ANNUAL PAYMENT**

<table>
<thead>
<tr>
<th>Salary Group</th>
<th>10 Years</th>
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LONGEVITY - SEMI-ANNUAL PAYMENT

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ARTICLE 23
SHIFT AND SALARY DIFFERENTIALS

Section One. Employees in Salary Group 19 and below whose jobs are regularly assigned to shifts beginning before 6:00 a.m. or after 2:00 p.m., or to "split shifts", or to extended shifts of more than ten (10) hours, shall be entitled to shift differential payment in the amount of sixty-five ($.65) cents per hour. Eligibility for shift differential payments is tied to the shift, not to the individual's work schedule. Therefore, when an employee works on any established shift which meets the criteria set forth above, the employee is entitled to the shift differential payments.

Payment is to be made whether the employee works a regular shift or an overtime shift, provided the shift meets the eligibility criteria. Payment shall be made for all hours worked during the eligible shift.

The following classifications will continue to be eligible for shift differential payments after OJE implementation:

Assistant Supervisor, Central Warehouse
Boat Captain
Building Superintendent 3
Farm Manager
Farm Supervisor 3
Laundry Supervisor 3
Maintenance Supervisor I (Elect)(HVAC)(Plumber)
Maintenance Supervisor II
(Adaptive Med.) (Auto) (Carpentry) (General) (Grounds) (Locksmith) (Machine Shop) (Masonry) (Mechanical Equipment)(Office)(Painting)(Tinsmith)
Maintenance Supervisor II (Electrical) (HVAC) (Plumbing)
Lead Sawyer
Supervisor of Transportation Operations
Transportation Machine Shop Supervisor
Transportation Supervisor (Brdge)(Highway)
Transportation Garage Supervisor

Classes under appeal or in existence on January 13, 1989 which have not received an evaluation shall remain eligible for shift differential payments if they are currently eligible, regardless of the results of the appeal or evaluation.

**Section Two.** Shift differential shall not be paid for work which is not a part of an established shift, e.g., overtime work which falls between 2:00 P.M. and 6:00 A.M., or which extends an employee's work day for more than ten (10) hours.

**Section Three.** Shift differential shall be included in pay for vacation, holiday, sick leave and personal leave days, provided that the employee would have been eligible had he/she not been absent.
Section Four. Weekend Differential. (a) For the purposes of this Article, a weekend is defined as the forty-eight (48) hour period beginning at 11:00 p.m. on Friday night and ending 11:00 p.m. on Sunday night.

(b) Weekend differential shall be paid for working a full shift with a majority of shift hours falling on the weekend.

(c) Weekend differential shall be paid only for employees working in seven (7) day operations and only for hours worked and not while such an employee is on leave of any nature.

(d) The weekend differential shall be forty ($.40) cents per hour.

Section Five. Employees, other than those employed by the Department of Transportation, who are required to supervise or train inmates and such is not a function within their job specification shall be paid a differential of sixty ($.60) cents per hour for each hour actually worked in such assignment and not while an employee is on leave of any nature.

Section Six. (a) The extra compensation provided under Item No. 425-Q involving employees who work in freezer storage areas shall be sixty ($.60) cents per hour.

(b) The extra compensation paid to Department of Transportation employees with fire and crash standby assignments at airports, shall be seventy ($.70) cents per hour.

ARTICLE 24
RETIREMENT

The terms and conditions of employee retirement benefits have been negotiated separately by the State and the Union and shall continue under the terms of that agreement.
ARTICLE 25
CLASS REEVALUATIONS

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 (upgrading).

Class Reevaluation 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 a Master Evaluation Committee hearing within 60 days. This time frame may be extended for an additional 30 years 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. The Union has 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.

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

ARTICLE 26
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 calendar 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 Commissioner of Administrative Services.

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) calendar 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 Commissioner of Administrative Services in writing.

Section Four. If on or after the thirty-first consecutive calendar day of such service, the Commissioner of Administrative Services 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 Commissioner of Administrative Services 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, but not under the grievance and arbitration procedure. The form certifying the assignment will specify the rights and obligations of the parties under Sections Four and Five.

Section Six. This Article shall not be deemed to supersede the pre-existing practice under Item 419-Q.

Section Seven. Temporary assignments to a higher class for periods of thirty (30) calendar days or less shall not be utilized to defeat the basic contractual obligation herein.

ARTICLE 27
PERMANENT PART-TIME EMPLOYEES

Section One. 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.

Part-time employees who work five (5) days per week shall receive pro-rata holiday and personal leave days. Part-time employees who work less than five (5) days per week shall receive holiday pay when the holiday falls on their regularly scheduled work day.

Permanent part-time employees shall also be entitled to other rights and benefits described herein, including seniority, access to grievance machinery and all other sundry provisions to the extent applicable under existing rules and regulations.

Section Two. Permanent part-time employees working under twenty (20) hours per week (excluding retired,
reemployed workers and unscheduled intermittent employees) shall be eligible for all benefits currently provided to over twenty (20) hours per week permanent part-time employees except as follows:

(a) **Article 7 - Union Rights.** Representation of part-time less than twenty (20) hours per week employees shall be accomplished through the use of full-time employees currently designated as stewards and staff representatives of the Union.

(b) **Article 10 - Training. Section 3:** Eligibility for participation in listed programs cited in this Article shall be limited to permanent part-time employees under twenty (20) hours per week with three (3) or more years seniority.

(c) **Article 13 - Order of Layoff or Reemployment. Section 4(a):** Notice of layoff requirement for permanent part-time less than twenty (20) hours per week employees shall be two (2) weeks.

Section 5(c): Notice to bumpee shall be one (1) week. No layoff shall occur in original two (2) week notice of layoff period. Permanent part-time employees who work less than twenty (20) hours per week may exercise bumping rights over other part-time employees only.

Section Seven: Permanent part-time employees who work less than twenty (20) hours per week shall have reemployment rights to part-time positions only.

(d) **Article 14 - Vacancies. Add Section 8:** Subject to the provisions outlined above, movement of permanent part-time less than twenty (20) hours per week employees to full-time non-competitive positions shall be governed by the following. Employees who have not received a less than good service rating in their most recent evaluation may apply for available full-time positions in their current classifications performing similar duties within their same agency, and shall
be given preference over new hires, unless there is a significant difference in qualifications.

(e) **Article 15 - Transfers. Section 4:** Notice requirement of permanent involuntary transfer of permanent part-time less than twenty (20) hours per week employees shall be two (2) calendar weeks. No such notice shall be required if the transfer is within the same State facility.

(f) **Article 18 - Hours of Work, Work Schedules and Overtime,** Section 1, 2, and 3 shall not apply to less than twenty (20) hours per week employees.

(g) **Article 19 - Safety. Section 4:** Permanent part-time less than twenty (20) hours per week employees required to wear safety shoes shall receive fifty-five ($55.00) dollars for the purchase of such shoes at the time of hire and bi-annually thereafter on or about July 15.

(h) **Article 21 - Group Insurance (Health).** Health insurance coverage will be given to those permanent part-time employee who are regularly scheduled to work at least (17-1/2) hours per week.

In the event that a less than (17-1/2) hours per week employee's work schedule averaged over four (4) successive calendar months, equals or exceeds (17-1/2) hours per week, such employee shall be eligible for participation in the State's health insurance program. Such participation shall end when an employee's work schedule falls below (17-1/2) hours per week averaged over four (4) calendar months.

(i) **Article 26 - Temporary Service in a Higher Class.** Section 1: Thirty (30) consecutive working days shall be substituted for "Thirty-first" (31) consecutive calendar days when referring to part-time less than twenty (20) hours per week employees.
(j) **Article 28 - Vacation and Article 29 - Sick Leave.** Current practice will continue with respect to eligibility for accrual and use of vacation and sick leave.

(k) **Article 30 - Personal Leave.** Part-time less than twenty (20) hours per week employees do not receive personal days.

**ARTICLE 28
VACATIONS**

**Section One.** (a) Employees who were on the payroll June 30, 1977 and who have continued their employment without interruption, shall continue to earn paid vacation credits according to Regulation 5-250-2 except that employees who have completed twenty (20) years of service shall earn paid vacation credits at the rate of one and two-thirds (1-2/3) work days for each completed calendar month of service.

(b) For employees hired on or after July 1, 1977, the following vacation leave shall apply: 0-5 years, One (1) day per month; over 5 and under 20 years, one and one-quarter (1-1/4) days per month; over 20 years, one and two-thirds (1-2/3) days per month.

**Section Two.** No employee will carry over, without agency permission, more than ten (10) days of vacation leave to the next year, except in extraordinary situations and with the permission of the agency. Such permission shall not be unreasonably denied.

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 accumulation shall be sixty (60) days.

**Section Three.** (a) Normally, individual vacation days will be requested five (5) or more days in advance, but an
employee may request such time with less than twenty-four (24) hours notice for each day requested. Such vacation days will be granted whenever agency operating needs permit.

(b) An employee may take earned holidays, vacation or personal leave days in conjunction with one another.

Section Four. (a) Assignment of vacation time off shall be made at the times desired by an employee. In the event that more employees request the same vacation time off than can be reasonably spared for operating reasons, vacation time off shall be granted based upon seniority.

(b) To assist in the scheduling of vacation time the department, agency, institution or other local operating unit shall solicit and obtain between March 1 and April 1 of each year, vacation requests of employees. An employee must request a block of time of four (4) days or more in order to have seniority considered. Vacation requests submitted under this provision (b) shall be granted on the basis of seniority, and once approved, shall not be denied on the basis of a later request by a more senior employee.

Vacation schedules of employees shall be conspicuously posted by the department, agency, institution or other local operating unit no later than April 30 of each year.

(c) Requests for vacation leave of four (4) or more days shall be promptly approved or denied. If denied, the employee, upon request, shall receive a written statement of the reasons for such denial.

(d) Employees are encouraged to use vacation credits in full days, but may use them in minimum units of one-half (1/2) hour.

Section Five. The appointing authority or his/her designated representative may authorize vacations for
maintainers during winter storm season if it will not impair the ability of the crews to function effectively. Any employee who feels aggrieved by a denial may submit a grievance directly to Step III of the grievance procedure within fourteen (14) calendar days of receipt of the notice of denial.

Section Six. 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's vacation period. Such advances shall be for the period of not less than one (1) pay week and shall not exceed the length of the employee's scheduled vacation period.

ARTICLE 29  
SICK LEAVE

Section One. (a) All bargaining unit employees shall accrue sick leave for continuous service from date of initial employment, but are not credited with or eligible to use it until such time as they receive appointment from an employment list or a reemployment list or upon appointment to a permanent non-competitive position.

(b) Sick leave accrues at the rate of one and one-quarter (1-1/4) working days per completed calendar month of continuous full-time service, including authorized leave with pay, provided that:

(1) Such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee on the completion of the calendar month;

(2) An eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records;
(3) No such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than five (5) working days;

(4) Sick leave shall accrue for the first twelve (12) months in which an employee is receiving compensation benefits in accordance with Section 5-142 or 5-143 of the General Statutes.

**Section Two.** Pay for any day of sick leave shall be at the employee's regular base rate of pay.

**Section Three.** An eligible employee shall be granted sick leave:

(1) When incapacitated from performing work due to illness or injury;

(2) For medical, dental or eye examination or treatment for which arrangements cannot be made outside of working hours;

(3) In the event of death in the immediate family when as much as three (3) working days leave with pay shall be granted for each occurrence. Immediate family means husband, wife, father, mother, sister, brother or child and also any relative who is domiciled in the employee's household;

(4) In the event of serious illness or injury to a member of the immediate family creating an emergency, provided that not more than three (3) days of sick leave per calendar year shall be granted. With a medical certificate additional time, charged to other paid leave, may be granted;

(5) For going to, attending, and returning from funerals of persons other than members of the immediate family, if notice is given in advance and provided that not more than three (3) days of sick leave per calendar year shall be granted.
Section Four. If an employee is sick while on vacation leave, the time shall be charged against accrued sick leave if supported by a medical certificate filed with the appointing authority.

A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave. When a full day off is granted by the act of the Governor, an employee on sick leave shall not be charged as being on sick leave.

Section Five. An employee who has resigned from State service in good standing and who is reemployed within one (1) year from the effective date of his/her resignation shall retain sick leave accrued to his/her credit as of the effective date of his/her resignation.

An employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to State service on a permanent basis.

Section Six. An acceptable medical certificate, which must be on the form prescribed by the Commissioner of Administrative Services and signed by a licensed physician or other practitioner whose method of healing is recognized in the State, will be required of an employee by his/her appointing authority to substantiate a request for sick leave for the following reasons:

(1) Any period of absence consisting of more than five (5) consecutive working days;

(2) To support request for sick leave of any duration during vacation;

(3) Leave of any duration if absence from duty recurs frequently or habitually, provided the employee has been notified that a certificate will be required per Section Seven;
(4) Leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

The Commissioner of Administrative Services or the appointing authority may provide a State physician, at its own cost, to make a further examination.

Section Seven. In reviewing an employee's record to determine whether the employee is excessively using sick leave, the employer shall consider all of the following factors:

1. Number of days taken;
2. Number of occurrences;
3. Patterns of usage;
4. The employee's past record;
5. Possible extenuating circumstances.

An occasion of sick leave is defined as any one continuous period of absence for the same reason. However, if an employee must have a series of medical or dental appointments to treat a single illness or injury, or as a follow-up to surgery, the series shall be considered one occasion of absence provided that:

(1) The employee provides a statement from the physician that treatment program is required and indicating the expected number of visits;

(2) Advance notice of the appointments given to the employee's supervisor.

Sick leave taken in the event of death in the immediate family shall not be considered an occasion of sick leave.

Prior to taking steps to restrict an employee's use of sick leave, the employer shall first counsel the employee and issue written notice of such counseling.
An employee who has been counseled and who continues to make excessive use of sick leave may be required to produce an acceptable medical certificate to substantiate the need for sick leave, provided the employee has been notified in writing of such requirement in advance. When an employee has been notified in writing of such requirement, and said employee fails to produce an acceptable medical certificate, he/she shall be charged with unauthorized leave of absence without pay.

The employer shall review the attendance record of an employee who has been placed on a medical certificate requirement status after a nine month period of time.

This review shall be conducted to determine whether the medical certificate requirement shall be rescinded. Any dispute arising from denial shall be grievable through Step III of the grievance procedure, provided that the burden shall be upon the employee to show marked improvement in his/her attendance and that said improved attendance has risen to a satisfactory level.

Section Eight. (a) Each employee who retires under the provision of Chapter 66 shall be compensated, as of the date of his/her retirement from State service, at the rate of one-fourth (1/4) of his/her 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. Such payment for accumulated sick leave shall not be included in computing retirement income.

(b) Upon death of an employee who has completed ten (10) years of State service, the employer shall pay to the designated Retirement Fund 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.

Section Nine. Advance Sick Leave. (a) No sick leave in excess of the leave accumulated to the employee’s credit may be granted unless approved by the Commissioner of Administrative Services. Such authorization shall be granted only in cases involving extended periods of illness or injury. In determining whether or not to request an advance of sick leave, the appointing authority shall consider the following facts:

1. The length of state service of the employee;
2. The classification of the employee;
3. The sick leave record of the employee for the current and for the four preceding calendar years;
4. A medical certificate which shall be on the prescribed form and which shall include the nature of the illness, the prognosis, and the probable date when the employee will return to work;
5. And any other relevant material.

(b) No advance of sick leave may be authorized unless the employee submits a written request and has first exhausted all accrual to his/her credit for sick leave, personal leave, earned time and for vacation leave, including current accruals. No advance of sick leave may be granted unless an employee has completed at least five years of full time work service. If approved, such extension shall be on the basis of one day at full pay for each completed year of full time work service. In no case shall advanced sick leave exceed thirty days at full pay. If denied, the employee shall receive a written statement of the reasons for such denial. Any dispute arising from said denial shall be grievable through Step III of the grievance procedure.
Any such advanced sick leave granted by the Commissioner of Administrative Services shall be repaid by the employee after the employee has first accrued five days of sick leave following his/her return to duty.

**Section Ten. Extended Sick Leave.** An employee who has at least twenty years of State Service and who has exhausted his/her sick leave and advance of sick leave may be granted extended sick leave with half pay for thirty days upon the appointing authority's request and subject to approval by the Commissioner of Administrative Services.

**Section Eleven.** The parties agree that from time-to-time, on an as needed basis, NP-2 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 form a long term or terminal illness or disability. Such donation may occur between different employing agencies.

Said benefit shall be subject to review and approval by the Commissioner of Administrative Services and shall be applied in accordance with uniform guidelines as may be developed by such Commissioner.

**ARTICLE 30 PERSONAL LEAVE**

In addition to annual vacation, each full-time "permanent" employee who has completed the Working Test Period shall have three (3) days of personal leave of absence with pay in each calendar year. Use of personal leave days shall be for the purpose of conducting private affairs, including observance of religious holidays, or any other reason, and shall not be deducted from vacation or sick leave credits. Personal
leave days not taken in a calendar year shall not be accumulated.

Normally, personal leave days will be requested five (5) or more days in advance, but an employee may request such time with twenty-four (24) hours notice for each day requested without having to provide a reason. Such personal days requested less than twenty-four (24) hours in advance supported by an acceptable reason will be granted whenever agency operating needs permit.

**ARTICLE 31**
**LEAVE BALANCES**

The State shall notify each employee of his/her leave balances. Such an accounting shall be given no later than March 1 of each year, stating the employee's balance as of the previous December 31, unless otherwise mutually agreed by the agency and its employees. This Agreement shall not affect those employees already under the IPPS system.

**ARTICLE 32**
**PAID LEAVE CONVERSIONS**

All accumulated leave balances (i.e., vacation, sick leave, personal leave, earned time) shall be converted from days to hours and be recorded on an hourly basis. Said conversions shall be accomplished in such a manner, consistent with each employee's work schedule, so as to continue the present level of leave benefits, and is not intended to either enlarge, diminish or alter any benefit or accrual.

All paid leave time (i.e., vacation, sick leave, personal leave, earned time, etc.,) may be taken in increments of one-half (1/2) hour and shall be charged against the employee's leave records on that basis.
**ARTICLE 33**

**HOLIDAYS**

**Section One. (a)** 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, Veteran's Day, Thanksgiving Day, Christmas Day.

**(b)** In continuous operations, New Year's Day, Independence Day and Christmas Day shall be celebrated on January 1, July 4 and December 25, even if these holidays fall on Saturday or Sunday. Otherwise, if a legal holiday falls on a Saturday or Sunday, it shall be considered celebrated on the day off granted in lieu thereof.

**(c)** Holidays shall be defined as a twenty-four (24) hour period commencing at Midnight.

**(d)** Where employees are assigned to shifts which overlap two calendar days, the shift which has the major portion of the hours falling on the holiday shall be considered the holiday shift.

If the major portion of the hours of a shift do not fall on a holiday, the shift shall not be considered a holiday shift for purposes of this Article.

**Section Two. (a)** Employees who are required to work as a part of a regular schedule on a "premium" holiday (defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day) shall be paid at the rate of time and one-half for hours worked in addition to regular pay for the day.

**(b)** Employees who are required to work as a part of a regular schedule on any other holiday listed in Section 1 above
shall receive their regular pay and receive a compensatory day off in lieu of the holiday.

Section Three. If a holiday occurs while an eligible employee is receiving compensation benefits in accordance with Section 5-142 or 5-143 C.G.S., no credit for the holiday shall be allowed. A holiday occurring when an eligible employee is on sick leave shall be counted as a holiday and not charged as sick leave.

Section Four. Overtime call-in on a Holiday. Each employee who is called in to work overtime on a holiday shall receive overtime pay at the applicable rates but shall not receive a compensatory day off. The previous sentence, notwithstanding, an employee called in to work overtime on a "premium" holiday shall be paid at the time and one-half overtime rate regardless of whether the hours fall between thirty-five (35) and forty (40) hours for the week.

Section Five. The employer shall not schedule compensatory time without the consent of the employee.

Section Six. Unless superseded in this Article, the provisions of Section 5-254 (C.G.S.) and the appurtenant regulations shall continue in force.

ARTICLE 34
CIVIL LEAVE AND JURY DUTY

Section One. (a) Civil leave (not jury duty) for any purpose other than State employer related business shall not be treated as time worked. If a court appearance is required as part of the employee's work or requested by or on behalf of the State employer, he/she shall be paid for such time, and, if the employee's presence is required beyond his/her normal work day, such time shall be paid in accordance with the overtime provisions of this contract.
(b) 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.

Section Two. Jury Duty. An employee who is called to serve as a juror will receive his/her regular pay less pay received as a juror for each work day while on jury duty. This provision shall not apply to "on call" jury time when the employee is able to be at work.

Upon receipt of a notice to report for jury duty, the employee shall inform the personnel office immediately. The employer may request that the employee be excused or exempted from jury duty if, in the employer's judgment, the employee's services are needed at that time.

An employee, upon request, shall be released from his/her snow and ice assignment within twelve (12) hours prior to the time he/she is ordered to appear for jury duty.

Time spent on jury duty shall not be considered time worked for the purpose of completing a working test period or trainee requirements.

Section Three. The provisions of this article shall apply equally to employees working second or third shifts. Such employees shall have time so spent on jury duty counted as time worked in lieu of their regular shift.

ARTICLE 35
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 active duty for required field training,
provided such leave does not exceed three (3) calendar weeks in a Military Training Year (October 1 to September 30). 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 36
PREGNANCY, MATERNAL AND PARENTAL LEAVE

Section One. Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion, childbirth or maternity, defined as the hospital stay and any period before or after the hospital stay 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 accrued paid leaves. Upon expiration of paid leave, the employee may request, and shall be granted, a medical leave of absence without pay, position held. The total period of medical leave of absence without pay with position being held shall not exceed six (6) months following the date of termination of the pregnancy. A request to continue on a medical leave of absence due to disability as outlined above must be in writing and supplemented by an appropriate medical certificate. Such requests will be granted for an additional period not to exceed
three (3) additional months. If granted, the position may or may not be held for the extended period subject to the appointing authority's decision.

Section Two. The additional benefits provided by Public Act No. 87-291 are hereby incorporated by reference.

Section Three. Up to three (3) days of paid leave deducted from sick leave will be provided to a parent at the time of the birth, adoption or taking custody of a child. Such leave shall not be pyramided upon other sick leave benefits.

ARTICLE 37
VOLUNTARY LEAVE OF ABSENCE

Section One. The State may grant an employee a leave of absence with full pay, part pay or without pay, for a period not exceeding one (1) year at the request of the employee. Such leave may be extended beyond one (1) year at the State's discretion. In the granting of a leave of absence without pay, the State shall notify the employee whether the position will be held awaiting the employee's return or whether reinstatement will be dependent upon whether or not a suitable vacancy is available. A leave of absence with full or part pay may be granted for educational purposes in order to enable an employee to study or receive technical training which will increase his/her proficiency in his/her position or for such other purpose as may be agreed between the State and the Union to be in the best interests of the State.

Section Two. Employees who exhaust their accrued sick leave, may apply for an unpaid leave of absence, and if granted, the employee's position shall be held for thirty (30) days.

Section Three. All requests for leave of absence shall be in writing, and to the extent practicable, in advance of the period of leave requested. The employer shall not
unreasonably withhold leaves of absence after an employee has completed the working test period. In the event a request for a leave of absence is denied, the employee shall be given a written statement of the specific reasons for such denial.

The employer shall require an employee to exhaust accrued vacation leave prior to granting a voluntary leave of absence (other than those covered in Section Two above).

Section Four. Consistent with existing practice, an employee who is on a leave of absence without pay in excess of three (3) days shall not be credited with such time for purposes of completing a working test period.

ARTICLE 38
WORKERS' COMPENSATION

Section One. Where an employee has become temporarily and totally disabled as a result of illness or injury caused directly by his/her employment, said employee may, pending final determination as to the employee's eligibility to receive Workers' Compensation benefits, charge said period of absences to existing leave accounts, provided the employee so requests. Where a determination is made supporting the employee's claim, State authorities shall take appropriate steps to rectify payroll and leave records in accordance with said determination.

Section Two. Upon a final and non-appealable decision by an appropriate State authority that an employee is entitled to receive Workers' Compensation benefits, said employee shall receive his/her first payment no later than four weeks following such determination. Accrued leave time may be used to supplement Workers' Compensation payments up to but not beyond the regular salary, provided that no charges shall be made to such leave time without a signed authorization form from the employee.
Section Three. Upon a final and non-appealable finding by an appropriate State authority that an employee has contracted a communicable or contagious disease in the course of his/her employment, the employee shall receive one hundred (100%) percent Workers' Compensation benefits for the duration of his/her incapacity. Such benefits shall be equal to those specified for bodily injury in Section 5-142(a) of the Connecticut General Statutes.

Section Four. Following recuperation from a compensable injury or illness when an employee's physician certifies he/she is capable of returning to limited duty, the employee will request light selective work of his/her employer. The employee will be assigned to selected duty under the following conditions:

(a) The employee shall be assigned to any available work the employee is capable of performing whether or not such duty is in the employee's regular job classification within the bargaining unit.

(b) Such selected duty does not consist of unproductive assignments.

(c) Such selected duty can be found without fear of further injury to the employee.

(d) The employer shall make a good faith effort to provide such selected duty; however, the final determination shall be made by the employer.

(e) The length of this assignment shall normally be not more than thirty (30) days but shall be extended when there is documentation from a physician that the employee is capable of returning to full regular duty within a reasonable period of time.

When it is determined in the course of this assignment that the employee is fully recovered, he/she will be returned to
full duty. If there is no limited duty available, the employee shall be referred back to the Workers' Compensation Division until the doctor certifies the employee's ability to return to normal duty. The employer may provide retraining for an equivalent position which the employee will be able to perform, if the employee cannot return to the previous job.

Section Five. In the event of a finding by the employer that an employee is exposed to or has come in contact with an active, compensable, communicable or contagious disease in the course of his/her employment, the employer shall take whatever action it deems necessary and practicable to immunize or medicate the employee from the disease. Such treatment shall be provided at no cost to the employee and with no loss of pay or benefits. The employee shall have the right to refuse such treatment. In the event of such refusal, the employer may place such employee on home status with or without pay. If home status is without pay, the employee may use his/her earned time account. Such decision is not grievable.

Section Six. Present agency practices with reference to employee families who have or may have been exposed to communicable diseases shall remain in effect.

Section Seven. When the employer has reason to believe there is potential for infectious disease or contagion, it may require treatment of employees potentially affected by such disease or contagion. In the event the employee refuses treatment, he/she may be transferred to a location not likely to be affected by the disease or contagion. Such transfer shall not be subject to the grievance procedure.

Section Eight. The employer will continue to pay the applicable current contributions for life insurance and hospital and medical insurance for employees receiving Workers' Compensation benefits, i.e., Temporary Partial, Temporary
Total, Specific Indemnity, and while enrolled in workers' rehabilitation programs. The parties do not intend to enlarge, diminish, or otherwise alter such benefits as may be provided for by law.

**Section Nine.** The State agrees to process Workers' Compensation forms in a timely manner. The parties shall continue to cooperate and meet as needed to resolve problems of mutual concern involving the Workers' Compensation process.

**Section Ten.**

1. When an employee sustains an on-the-job injury, he/she shall immediately inform the supervisor who shall contact the appropriate authority within 24 hours. The supervisor in turn shall complete, sign and forward the accident report to the appropriate party, normally within two (2) working days. The supervisor's preparation and signing of the report shall not be viewed as agreement with or first hand knowledge of the circumstances surrounding the injury.

2. If the employee cannot, through no fault of his/her own, give immediate notice, the supervisor shall process the report as above as soon as possible and notify the appropriate authority.

2. Agency personnel shall forward the WCPER-207 (accident report), the pre-audit figures and the form 201 (notice of time lost) to the Workers' Compensation carrier normally within ten (10) working days of the accident.

3. An employee shall sign a sick leave election form (CO-715) at the onset of his/her injury or at every new period of absence relating to said injury, indicating whether or not he/she wishes to use accrued leave while awaiting Workers' Compensation, and/or one third of accrued leave to make up a full day's pay. He/she should also be given the appropriate Workers' Compensation physician forms (208 and 209).
4. The agency/insurance carrier shall advise the employee of problems and/or missing forms which are needed to process payment of Workers' Compensation benefits.

5. When the State agency receives a Workers' Compensation check for an employee, it shall send the check to the employee immediately, provided the employee did not use accrued time. If the employee did use accrued time, the State shall make the necessary adjustments and see that the employee has his/her portion of the check normally within five working days. The State shall restore leave balances within two weeks of receipt of the employee's check restoring such time.

6. Following full recuperation from a compensable injury or illness, an employee will be returned to his/her position at the same shift at the salary he/she would have been receiving, if never injured.

7. Unless contested by the insurance carrier, the employee shall be paid for days lost from work pursuant to 5-143. Such pay is not to be taken from employee's leave accounts. In the case of patient related injuries (5-142) full pay compensation shall begin the day following the injury.

8. The employee shall be paid as though working on the day of the injury, to attend Workers' Compensation hearings, and to receive medical attention or keep medical appointments including necessary travel time.

9. When an employee is released for light duty, or selective work, he/she should report to his/her employer and request same. If the employer cannot provide light duty, employee should contact the Workers' Compensation Commissioner or his/her representative for further advice regarding additional Workers' Compensation payments.

10. The employee will continue to accrue retirement and seniority credits, as per Connecticut General Statutes 5-
161(f) and 154(m)(1) while he/she is receiving Workers' Compensation benefits.

11. Upon completion of the vocational rehabilitation program, the Agency and State Personnel Department shall assist the employee to find state employment. If such efforts fail, the employee will be placed on the applicable reemployment list. If such employment is found, the employee's benefits, including seniority, will be transferred to the new position, as provided for by contract.

12. Demotion. If an employee cannot return to his/her regular job but can do another job, he/she may request a voluntary demotion to such job and may receive two-thirds of the difference in pay between the two jobs from Workers' Compensation in accordance with 31-308a.

13. Scarring. An employee may be eligible for a scarring award no sooner than one (1) year from the date of injury or surgery provided the scar is clearly visible. The Workers' Compensation law precludes scarring awards for hernia or back operations.

14. Specific Indemnity. An employee may be eligible for Workers' Compensation payments for a permanent partial loss of use to a part of his/her body. This usually occurs after the end of Temporary Total and the percentage rating is given by the employee's doctor subject to the approval of the Workers' Compensation Commissioner.

ARTICLE 39
TRANSFER OR TERMINATION DUE TO INFIRMITIES

Section One. When an employee has become physically or mentally incapable of the safe or efficient performance of the duties of his/her position by reason of infirmities or other disabilities, the appointing authority may attempt to transfer the employee to less arduous duties.
order to facilitate the search for such duties, prior to the commencement of the search, the employer shall notify the employee that a search is about to be undertaken and shall provide the employee with an opportunity to meet in order to prepare a list of the employee's skills and previous work experience. If a position is found to which the employee is transferred, there shall be a three (3) month probationary period during which the employer may review whether the employee's disability prevents him/her from performing the job in a safe and/or efficient manner.

Notwithstanding the above, if no less arduous duties are found within the department, an employee may be separated from State service. The employer's decision on whether the employee is to be transferred to less arduous duties shall be final.

Section Two. If no less arduous duties are found in the employing department or if the employee fails the three (3) month probationary period, the employee shall be given six (6) weeks notice of termination. A copy of such notice shall be sent to the Union concurrent with the written notice to the employee. If the employee desires to appeal the termination, he/she must file written notice of appeal directly to the agency's Step II designee within one (1) week of receipt of the notice. Consideration of any such appeal shall be limited to either one or both of the following: (a) whether the employee is able to safely and efficiently perform the duties of his/her position and/or (b) whether a less arduous position in the same or lower salary grade exists in the employing department which the employee is both qualified for and able to safely and efficiently perform. An employee separated under this Article shall be advised in writing by the agency to contact the State Retirement Division concerning any benefits or rights for which he/she may be eligible.
Section Three. After the meeting provided for in Section One above takes place, the employee may elect to apply to the Commissioner of Administrative Services to conduct a job search to determine if there are any vacancies in the same or lower salary grade in other State departments, which the employee is able to efficiently perform. If such employment opportunity is found, the employee shall be offered the position. If the employee accepts the position, he/she waives any Section Two appeal rights. The new position is subject to a three (3) month probationary period during which the employer may review whether the employee's disability prevents him/her from performing the job in a safe and/or efficient manner. If an employee desires to appeal the failure of the probationary period, he/she must file written notice of appeal directly to Step III of the grievance procedure within one (1) week of receipt of the notice. The election by an employee to utilize the Statewide job search provided by this Section shall not serve to nullify or stay the effective date of a scheduled termination.

Section Four. The provisions of this Article shall not be interpreted to diminish an employee's rights or benefits under the Worker's Compensation Law or to alter the employers rights and obligations under the ADA. Additionally, no employee shall be terminated under this Article until the exhaustion of any accrued sick leave.

Section Five. All terminations under this Article shall be terminations in good standing. Upon termination, an employee will be entitled to full reemployment rights as provided for in Article 13, Section 7 subject only to his/her qualifications to perform the job and to a three (3) month probationary period to determine if the employee can do the job in a safe and efficient manner.
Section Six. The provisions of this Article are subject to merit system rules and regulations, as well as existing labor agreements for other bargaining units.

ARTICLE 40
ABSENCE FROM WORK DUE TO EMERGENCY

Section One. No employee shall be prejudiced or suffer disciplinary action due to an emergency which necessitates absence from the job or tardiness. Satisfactory evidence of such emergency must be presented to the employee's supervisor by the next working day following the absence or tardiness. The employer shall, upon the employee's request have the right to charge such authorized absence or tardiness to earned time, excluding sick leave, or to unpaid leave.

Section Two. The employer may take disciplinary action including docking of time not worked when there is evidence of suspected abuse or habitual tardiness.

ARTICLE 41
MEALS

Section One. Meals. During the life of this agreement, the rates charged to employees for meals shall be as follows:

<table>
<thead>
<tr>
<th>Meal</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$ .75</td>
</tr>
<tr>
<td>Lunch</td>
<td>$ 1.25</td>
</tr>
<tr>
<td>Dinner</td>
<td>$ 1.25</td>
</tr>
</tbody>
</table>

(seventy-five cents)

(one dollar and quarter)

(one dollar and quarter)

Section Two. Employees whose jobs require that they remain on duty on a regular basis through the normal work shift without receiving a lunch break (e.g., certain powerhouse employees, telephone operators, etc.) shall be entitled to an Employer-provided meal at no cost, provided the Employer possesses dining facilities. To the extent practicable, first and
second shift employees will receive a hot meal; third shift employees will receive a cold meal except at those facilities where third shift employees are currently provided with a hot meal.

The Employer shall continue its current practice with regard to payroll adjustments associated with Employer-provided meals.

Provisions of this section shall have no applicability to employees who may be eligible for meals under Article 42, Meal Policy.

**ARTICLE 42 MEAL POLICY**

**Section One.** Employees who are called in to perform emergency duties because of storms or other disasters prior to the start of their normally scheduled work hours, or are officially ordered to work beyond the close of the work day when the extended period is more than two (2) hours, or on non-scheduled work days, shall have their meals provided for by the employer. Meals will also be allowed for those employees who have been directed to report for work prior to 6:30 a.m. the next morning by pre-arrangement the day or evening before. For those employees who have been directed to report for work by pre-arrangement at 6:30 a.m. or after, no meal allowance will be made. When employees who are performing emergency duties during winter storms or natural disasters are released from work after midnight and are directed to report for work prior to the normal starting time the same day, they will have their meals provided for by the employer.

**Section Two.** At State agencies possessing dining facilities, meals will be supplied to the employee at no cost. At State agencies without dining facilities, the following
procedures and schedule of maximum meal allowance will apply:

<table>
<thead>
<tr>
<th>Time</th>
<th>Breakfast</th>
<th>Lunch</th>
<th>Dinner</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:00 a.m.</td>
<td>$4.50</td>
<td>$6.55</td>
<td>$10.60</td>
</tr>
<tr>
<td>Noon</td>
<td>$5.50</td>
<td>$7.50</td>
<td>$13.00</td>
</tr>
<tr>
<td>6:00 p.m.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The above schedule shall remain in effect for the lifetime of the contract unless adjusted by mutual agreement of the State and the Union. Meals will normally be granted no later than two (2) hours after the designated meal times depending upon conditions.

**Section Three.** The taking of meals provided by the employer will be in approved restaurants as close to the assigned run or work site as possible in order to eliminate unnecessary or excessive driving time. Each meal provided to the employee and taken at an approved restaurant will be considered to require an interval of one-half (1/2) hour, and compensation will not be received for that time. An employee who does not take a meal or meals provided by the employer during a given period of time must receive the approval of his/her immediate supervisor (above the level of crew leader) in order to receive compensation for the time when a meal is not taken. The approval must be received before the fact and not after. The approval is not to be interpreted by the employee or the supervisor as an option for the employee to take a meal or meals at his/her own expense whereby he/she would expect to receive compensation for the time allotted for the meal or meals.

**Section Four.** (a) When employees are held over at the close of the normal daytime shift (usually 3:30 p.m.), supervisors may use reasonable judgment in allowing
employees to eat their dinner meal prior to 6:00 p.m.

(b) When, due to emergency conditions, employees are not able to stop for meals at the designated meal time (6:00 a.m., Noon, 6:00 p.m.), or a reasonable time thereafter (approximately one to two hours) and it does not appear that conditions will lessen to allow them to stop within this reasonable time, the appropriate supervisor will make arrangements for food to be brought to the employees. These employees would be eating, so to speak "on the go" and would be compensated for this meal time as well as having the food provided by the employer.

(c) When, because of the location of an approved restaurant, during certain hours of the day, excessive driving time would be involved for the employees to go to the restaurant, the appropriate supervisor will make arrangements for food to be brought to the employees. These employees would be eating, so to speak, "on the go" and would be compensated for this meal time as well as having the food provided by the employer.

(d) When, because of the location of an approved restaurant, during certain hours of the day, excessive driving time would be involved for the employees to go to the restaurant and meals could be secured in another manner approved by the appropriate supervisor and mutually agreeable to all concerned, with no expense to the employer, these employees would receive compensation for this meal time. Particular care must be taken to insure that meal time of this type is closely administered.

(e) Supervisors will discuss items (c) and (d) with the employees in order to reach a general agreement on the proper application of these items. This discussion should be complete before the start of the winter storm season.
It should be noted that Items (c) and (d) are not applicable if restaurants are available within acceptable driving distance of assigned runs or worksites.

**Section Five.** Approved restaurants shall be selected from time to time by mutual agreement of the employer and the designated Union steward.

**ARTICLE 43**

**HOUSING**

**Section One.** (a) Effective July 14, 1989, the amount charged to employees occupying State-owned housing shall be increased by one-third (1/3) of the difference between the existing rental payment and the rental value. For housing located on the grounds of State institutions, the rental value shall be defined as seventy (70%) percent of the 1987 appraised fair market rental value. For other State-owned housing, the rental value shall be defined as one hundred (100%) percent of the 1987 appraised fair market rental value.

(b) Effective January 12, 1990, the amount shall be increased by an additional one-third (1/3) of the difference between the 1987 rental payment and the rental value.

(c) Effective January 11, 1991, the amount shall be increased by an additional one-third (1/3) of the difference between the 1987 rental payment and the rental value, so that the amounts charged to employees occupying State-owned housing equals the rental value.

(d) The maximum amount of each of the increases specified above shall be sixty ($60.00) dollars per pay period. This limit shall expire on June 30, 1991, and on that date, the rental amounts charged to all employees shall be equal to the rental values as defined in subsection (a).
Section Two.  (a) The employer reserves the right to select among applicants for housing, and to terminate occupancy as provided in the State Housing Regulations.

(b) The employer shall not remove an employee from housing or refuse to consider an application for housing as a form of discipline for the matters unrelated to housing, but this provision shall not restrict the employer's right to remove from housing an employee whose employment is terminated.

ARTICLE 44
MAINTENANCE AND SERVICE UNIT WORK

Employees shall perform such duties as are required by their job specifications. In deciding whether a task properly falls within an employee's job specification, the Employer shall consider the task in relation to the overall purpose of the job specification.

Nothing in this Section shall relieve an employee from his/her obligation to accept any assignment during emergency situations.

ARTICLE 45
JOB CLASSIFICATIONS

Section One. The Union shall be notified of any proposed changes in job specifications for bargaining unit classifications prior to implementation. Upon request of the Union, the State agrees to negotiate over the impact of the effect of any such change to the extent required by law, however, such negotiations shall not prevent the State from implementing the changes.

Section Two. No job classification shall be removed from the bargaining unit during the term of this Agreement without the mutual consent of the parties, except by order of the State Board of Labor Relations.
ARTICLE 46
UNIFORMS AND EQUIPMENT

Section One. During the life of this Agreement, the State will not increase the cost to employees for uniforms and equipment.

Section Two. In the event that the employer intends to change its methods of providing uniforms or equipment, it shall notify the Union and shall, upon request, negotiate over the impact of such change.

ARTICLE 47

The Tolls and Toll Collections Language of this Article have been deleted. This space is reserved for future use.

ARTICLE 48

The Toll Uniforms language of this Article has been deleted. This space is reserved for future use.

ARTICLE 49
SNOW AND ICE ASSIGNMENTS

Section One. (a) Annually, prior to November 1, the employer shall designate those employees having a snow and ice control or removal assignment or related assignment. Employees whose normal duties are not related to snow and ice control or removal work shall not be designated for such assignment.

(b) Snow and ice control or removal or related assignments shall not be added to job specifications during the term of this Agreement without negotiation with the Union.

Section Two. Where an agency requires additional personnel for snow and ice control work, it shall poll its bargaining unit employees other than those who have
traditionally not had such assignments, prior to November 1 of each year to determine their willingness to volunteer for snow and ice control or removal work or related assignments at each such agency. Each volunteer selected to work snow and ice control or related assignment shall have that assignment for the entire snow and ice control or removal season (November 1 through April 30) and will also be expected to be available for the entire snow season.

In the event that the State utilizes all qualified volunteers and there still are insufficient employees for snow and ice control or removal, the employer may poll employees outside of the bargaining unit, and if there still are not sufficient employees, the State may then designate additional employees in the bargaining unit to work snow and ice control or removal assignment or related assignment. (Such designation shall be made only for employees who have in previous years volunteered or by job classification have worked snow and ice control or related assignment.)

Section Three. When employees are called out or held over at the end of their normal work day for snow and ice control or removal or related work, they shall not be required to perform unnecessary or "make work" tasks unless there are no snow and ice control or removal or related work assignments available.

Section Four. The employer shall provide appropriate rest, toilet and eating facilities for the employees to the best of its ability. The employer shall continue to provide and maintain cots at each location where rest periods occur under Article 52.

Section Five. As used in this Article, the term "emergency" means "a situation or occurrence of serious nature developing suddenly and unexpectedly and demanding immediate action".
ARTICLE 50
AVAILABILITY OF EMPLOYEES WITH A SNOW AND ICE ASSIGNMENT DURING OFF-DUTY HOURS

Section One. There is no standby requirement for employees with a snow and ice assignment. No employee will be subject to disciplinary action for failing to remain at home awaiting a notice to report for emergency snow and ice work. This means if an employee is called by his/her supervisor for emergency work and he/she is not available, no disciplinary action will be taken against him/her. However, if an employee is contacted by his/her supervisor and he/she fails to report, without an acceptable reason, he/she may be subject to disciplinary action.

Section Two. In the event a storm starts during the regular work day and continues beyond the regular work hours, each employee with a snow and ice assignment who is needed will be expected to continue to work.

Section Three. If an employee assigned to winter maintenance operations is off-duty and observes that weather conditions are impairing highway travel or that hazardous driving is likely to result, he/she will make a completed phone call to his/her assigned work location for instructions whether he/she is to report for work. If the supervisor is absent from his/her office, he/she will assign an authorized spokesperson to speak for him/her. The employee will be expected to follow the instructions he/she receives.

Section Four. Employees reporting for snow and ice removal or other emergency work shall be on the clock and paid from the time he/she receives the call to report, provided he/she reports within a reasonable time of the initial call.

Section Five. An employee who is consistently unavailable may be subject to disciplinary action.
ARTICLE 51
TRUCK ASSIGNMENTS

Section One. All persons assigned to snow and ice control or removal shall qualify for and obtain the necessary license prior to being given a driving assignment.

Section Two. Effective with the 1989-90 winter season the policy for employees in the Department of Transportation during the winter season shall be one (1) employee to a truck while engaged in snow and ice control or removal. Also effective with the 1989-90 winter season all Department of Transportation trucks engaged in snow and ice control or removal which are operated by bargaining unit employees shall be equipped with operable two-way radios. Examples of exceptions to the policy of one (1) employee to a truck are:

When operating a truck in a known “dead communications area” preventing two-way radio communications or when a truck is operationally needed and its radio is inoperable.

When operating a truck equipped with a wingplow and the wingplow is to be utilized.

When operating a truck in selected congested urban areas or remote rural areas.

Other additional situations also determined by management.

No employee shall be required to drive alone for more than eight (8) consecutive hours. However, an employee may volunteer to drive alone for additional hours.

Section Three. In confined areas such as institutions where the practice has been to assign two (2) employees to equipment while engaged in emergency storm periods on snow and ice control or removal, such practice shall be continued.
Section Four. At Bradley Airport, vehicles used for snow and ice control on runways and taxiways shall be equipped with airport and tower radios or be under the control of a vehicle with both radios. If the snow and ice control vehicle is not equipped with any operable radio, the control vehicle shall remain in the immediate vicinity.

ARTICLE 52
REST PERIODS DURING EXTENDED WORK OR OPERATIONS

Section One. An employee engaged in extended work or operations shall be entitled to a three (3) hour rest period without loss of pay or benefits after working seventeen (17) consecutive hours, except when the 17th hour coincides with release upon completion of his/her normal work shift. However, if called back within three (3) hours of the end of normal work shift, the employee shall be viewed as not having been released and shall be paid accordingly. The rest period shall be three (3) consecutive hours. Meal breaks, coffee breaks, or other rest breaks or release time of less than 3 hours shall be considered as time worked for purposes of determining the consecutive hours worked by the employee.

Section Two. Generally some of the employees shall begin the rest period during the 17th hour unless conditions dictate otherwise. No employee shall be required to work more than 21 consecutive hours without beginning the rest period. If an eligible employee as described in Section One above is released from duty without having received this rest period, he/she shall receive 3 hours of pay. If an eligible employee is released from duty without having received the full rest period he/she shall be paid for the remainder of the rest period.

Section Three. This rest period shall not be scheduled during the first three (3) hours of the work or operations except with the agreement of the employee.
This rest period shall generally not be scheduled during the peak traffic hours of 6:00 A.M. to 9:00 A.M. and 4:00 P.M. to 7:00 P.M..

Conditions permitting, supervisors may, whenever possible schedule employee rest periods during the hours between 10:00 p.m. and 4:00 a.m. to ensure maximum benefit of the rest period to employees.

Section Four. Longer rest periods may be provided at the discretion of the supervisor during extended work or operations.

Section Five. If during extended work or operations an employee becomes fatigued, he/she may request to be relieved from duty. In such case, the supervisor shall arrange for any required relief personnel and shall arrange for the release of the fatigued employee as quickly as possible. An employee who is released shall not be required to report again for at least eight (8) hours. Release time shall be without pay, except that if the release falls within the employee's normal work schedule, the time shall be charged to vacation, personal leave or earned time, at the request of the employee.

ARTICLE 53
SNOW AND ICE PREMIUM PAY

Bargaining unit employees designated by the employer as having a snow and ice control or removal assignment shall be paid a premium of seventy ($.70) cents for each hour actually worked on snow and ice control or removal, other than during the regular shift schedule.

Premium pay will be authorized under the above conditions from November 1 through April 30 of each year for the life of the contract.
This premium pay will not be used in computing overtime payment.

Effective July 4, 1997, the rate shall be increased to $1.40 per hour.

**ARTICLE 54**

**EXCLUSION FROM HAZARDOUS ASSIGNMENT**

The following personnel involved in snow and ice removal or other emergencies shall be excluded from hazardous work following prolonged exposure to snow and ice work; Qualified Craft Worker (Electrician) and Electronic Technician I, II and III and Department of Transportation Maintenance Crew Leader (Electrician).

All other personnel involved in snow and ice or other emergencies involving prolonged exposure to the elements will be assigned the least hazardous work available within their particular area of employment unless there is no such work available or there is more hazardous work which must be done.

**ARTICLE 55**

**VEHICLE ASSIGNMENTS/PHONE CALLS**

**Section One.** Employees holding positions in the classes listed below who are assigned vehicles and who may be required by their appointing authority to respond to emergencies shall be entitled to garage their assigned vehicles at home during the life of this Agreement.

Transportation General Supervisor (Maintenance) (Bridge Maintenance)

Transportation Supervisor (Highway Maintenance) (Bridge Maintenance)
Transportation Garage Supervisor
Transportation Equipment General Supervisor
Airport Maintenance Supervisor
Building Maintenance Supervisor at Bradley International Airport
State Police Radio Technician

**Section Two.** The employer may allow other designated employees who are assigned State vehicles to garage their assigned vehicle at the State facility nearest to their home during the term of this Agreement.

**Section Three.** Nothing in this Article shall compromise the right of an appointing authority to allow certain designated employees the right to garage their assigned State vehicles at their homes, in accordance with State Travel Regulations during the term of this Agreement.

**Section Four.** Employees who are assigned vehicles and are allowed to garage those vehicles at home during the life of this Agreement in accordance with Section One above, shall not be compensated for making or receiving telephone calls.

**Section Five.** Employees who are not assigned vehicles but who must receive and make telephone calls from their homes shall be paid for actual time spent on such phone calls with the minimum being 15 minutes pay. This Section does not apply to employees who are ineligible for overtime pay or to employees who report for duty after such call(s).

**Section Six.** (a) Effective July 1, 1989 all Electronic Technicians employed in the Department of Public Safety shall be issued "beepers" to facilitate emergency call-ups during off duty hours.
(b) These employees shall not be considered to be on standby.

(c) No DOT employee shall be required to carry a beeper/pager outside the normal work hours without prior negotiation with the Union over such requirement, as well as over compensation and other working conditions. DOT employees who are issued beepers/pagers on a voluntary basis will not receive compensation for carrying beepers/pagers and are free to decline such beepers/pagers. It is not the intention of this paragraph to diminish or alter the State’s responsibility to negotiate the issue of beepers in any other Agency.

**ARTICLE 56**

**DEFERRED COMPENSATION**

The State shall continue the present practice of providing deferred compensation plan alternatives for employees in the bargaining unit so that an employee may, by contract, defer in whole or part, to the maximum extent allowed under federal tax law, his/her compensation without income tax.

**ARTICLE 57**

**EMPLOYEE EXPENSES**

**Section One.** An employee shall be reimbursed at the U.S. General Services Administration rate per mile for authorized use of his/her privately owned vehicle. The rate shall be adjusted within thirty (30) days of readjustment by the G.S.A. Reimbursement shall be made for miles traveled in excess of the normal commuting distance to and from the employee's permanent work station. Bargaining unit employees shall not be directed to use their personal vehicles for State business, except under extraordinary circumstances.
**Section Two.** (a) An employee who is required to travel on employer business shall be reimbursed at the following rates:

- Breakfast $5.00
- *Lunch* $7.00
- Dinner $16.00
- Miscellaneous $4.00

*Lodging* Up to the maximum as provided on State Comptroller's listing.

An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position may be reimbursed for lodging expenses in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services. Advance approval must be obtained, except in emergencies.

*Applicable to out-of-state travel or when authorized in accordance with the standard State Travel Regulations.*

(b) The employer will reimburse the full amount of a single hotel room when the employee is at a job-related conference approved in advance by the employer, which requires an overnight stay at a specifically designated hotel.

(c) The above rates shall remain in force for the life of the Agreement, unless increased by the State.

**Section Three.** The State shall reimburse an employee for the cost of authorized long-distance telephone calls made on behalf of the State or provide the employee with a telephone credit card. Requests for reimbursement shall be submitted on approved forms, and reimbursement shall be promptly made.
ARTICLE 58
DAMAGE TO PERSONAL PROPERTY

The employer agrees to facilitate the expeditious processing of claims for lost or damaged property to the Claims Commissioner. Eyeglass frames and lenses shall be replaced in kind, if possible, or by items of equal value. The employer will reimburse an employee for jewelry damaged in the performance of duty up to a maximum of seventy-five ($75.00) dollars.

Employees may be represented by the Union in any proceedings before the Claims Commissioner.

Claims for damage of personal property by employees, except claims subject to Connecticut General Statute Sections 31-311 and 5-142, may be submitted to the Claims Commissioner, who shall have jurisdiction over such claims notwithstanding the provisions of Connecticut General Statute Section 19a-24.

ARTICLE 59
VOLUNTEER FIRE OR AMBULANCE DUTY

Section One. To the extent provided by existing policy, consistent with agency operating needs, an employee may absent himself/herself for volunteer fire, ambulance, or other emergency duty during his/her regular hours of work without loss of pay or benefits.

ARTICLE 60
MISCELLANEOUS

Section One. The parties will share the cost of printing the Agreement in booklet form.

Section Two. Where employee interest is expressed through the Union for a non-profit, self-supporting day care
center for employee's children, the State shall cooperate to establish the same.

Section Three. Parking. Parking at no charge will be provided to employees within the limits imposed by available physical space. The responsibility for regulating and overseeing parking of private vehicles on State owned or leased property will be the responsibility of the employer.

Section Four. Personal Documents. Ordinarily the employer shall place documents of a personal nature, sent through interdepartmental mail, enclosed and sealed in an envelope to ensure confidentiality.

Section Five. Overpayments. When the Employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons therefore. 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 arrangement. (For example, an employee who has been overpaid by $5.00 per pay period for six months shall refund the Employer at the rate of $5.00 per pay period over six months).

In the event the employee contests whether he/she was actually overpaid, the Employer shall not institute the above refund procedure until the appeal is finally resolved.

Section Six. License Fees. The Employer shall reimburse Barbers, Hairdressers, Ferry Captains and Electronic Technicians for the cost of license required by the Employer as a condition of employment or otherwise necessary for execution of assigned duties. The Employer shall not be responsible for penalties for late filing. Requests for reimbursement shall be processed upon presentation of a validated license and proof of payment.
Section Seven. When available and sorted at the work site, every effort will be made to distribute paychecks on Thursdays after 3:00 p.m. Where not currently distributed on Thursdays, the Union and the department will discuss the feasibility of new methods of distribution.

When a holiday occurs on a Thursday, efforts will be made to distribute the paychecks on Wednesday.

Section Eight. State Examinations. Employees shall be allowed time off with pay and without loss of earned leave time for the purpose of taking State merit system examinations at the appropriate center, provided due notice is given to the appointing authority. Time off with pay shall also be allowed when an employee is scheduled for a job interview as a result of being certified from a merit system list to another agency, provided due notice is given to the appointing authority.

ARTICLE 61
INDEMNIFICATION

Section One. During the life of this Agreement the Employer will continue to indemnify persons covered by this Agreement to the extent provided by Section 4-165, 10-235 and 19-5a of the Connecticut General Statutes.

Section Two. In deciding whether to provide counsel to an employee being sued, the question of whether such employee was acting within the scope of his/her employment and not in a willful or wanton manner shall be considered consistent with the purpose of the indemnification statutes and sympathetically resolved in favor of the employee. Should the decision be made not to provide counsel, such decision shall be subject to expedited arbitration, and the arbitrator shall use as the criteria the standards in the above sentence.

In cases where the State is also a defendant and where there is a conflict of interest on the part of the attorneys for the
State, the employee may request the State to provide reasonable attorney's fees for private counsel. Disputes shall be subject to expedited arbitration.

ARTICLE 62
SUPERSEDEnce

The inclusion of language in this Agreement concerning matters formerly governed by law, regulation or policy directive shall be deemed a preemption only of those sections specifically addressed in the provisions of this Agreement. Accordingly, those sections of written policies promulgated by the Department of Administrative Services, Comptroller, Office of Policy and Management, and the Agency Head Designees or agent of the Governor shall be deemed superseded if addressed by specific provisions of this Agreement. The State will bargain collectively to the extent required by law before implementing any change in written policies involving wages, hours, and conditions of employment promulgated by the Department of Administrative Services, Comptroller, Office of Policy and Management, or Agency Head Designee or agent of the Governor that are not otherwise superseded by this Agreement, notwithstanding any contrary provision of the Entire Agreement Article.

The parties will jointly prepare a Supersedence Appendix for submission to the Legislature for approval.

ARTICLE 63
LEGISLATIVE ACTION

The cost items contained in this Agreement and the provisions of this Agreement which supersede pre-existing statutes shall not become effective unless or until legislative approval has been granted pursuant to Section 5-278 (C.G.S.). The State Employer shall request such approval as provided in
said Section. If the legislature rejects such request as a whole, the parties shall return to the bargaining table.

**ARTICLE 64**

**SAVINGS CLAUSE**

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force. Upon issuance of such a decision, the employer and the union shall immediately negotiate a substitute for the invalidated provision only.

**ARTICLE 65**

**DURATION OF AGREEMENT**

This Agreement shall be effective on July 1, 1994 and shall expire on June 30, 1999.

Unless otherwise stated to the contrary changes to language provisions shall take effect upon legislative approval.

Negotiations for the successor to this Agreement shall commence with the timetable established under the Connecticut General Statute, Section 5-276 a(a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.

**ADDENDUM A**

**STIPULATED AGREEMENT**

**BETWEEN**

**STATE OF CONNECTICUT**

**AND**

**CONNECTICUT EMPLOYEES UNION INDEPENDENT**

WHEREAS, the State of Connecticut (State) and the Connecticut Employees Union Independent (CEUI or Union) have been parties to a series of collective bargaining
agreements beginning in 1979 and continuing to the present, and

WHEREAS, said collective bargaining agreements have required the State to deduct union dues and fees from bargaining unit members’ paychecks and to forward such deductions to CEUI, and

WHEREAS, said collective bargaining agreements have required the State to provide CEUI periodically with reports of bargaining unit members, their personal status and related information, and

WHEREAS, the State Board of Labor Relations (the Board) via decision No. 3064 has held the State in noncompliance of these provisions and the Act, and

WHEREAS, said Board has directed certain affirmative action to correct said deficiencies,

NOW, THEREFORE, the parties agree to the following as full and final settlement of all claims under Labor Board Decision No. 3064.

1. On or about September 15, 1994, the State shall pay to CEUI the sum of $100,000.00 for lost dues and fees, which State agencies failed to collect and forward to CEUI, plus $30,000 for the Union’s costs and attorney’s fees for processing its claim.

2. The Department of Administrative Services and the Office of Policy and Management shall direct appropriate state agencies to take the following affirmative actions to provide the Union with information necessary to facilitate its reconciliation of dues payment.

A. Effective September 16, 1994 and biweekly thereafter, DAS State Personnel shall provide CEUI with the information listed below, by agency, for all employees in NP-2 bargaining
unit classifications, whether or not they are members of the NP-2 bargaining unit. Such information shall be provided to CEUI in the following format: ASCII delimited with double quotes separated by commas, on a 3-1/2” floppy disk.

Such information shall be available for CEUI to pick up no later than September 22, 1994. Thereafter, the biweekly information shall be available for pick up by CEUI on Thursday following each payday. CEUI agrees to return the disks to the State by Thursday of the following week.

1. Employee’s name
2. Employee number
3. Employee’s Social Security number, (unless specifically precluded by Federal or State statute).
4. Employee’s mailing address
5. Employee’s job classification
6. Employee’s employment status (ex. Full time, part time under 20 hours, or part time 20 hours and over per week).
7. Employee’s appointment status (ex. Permanent, durational, provisional, temporary, or retired-reemployed).
8. Employee’s work location
9. Employee’s current Salary Group and Step

In addition, the State Personnel shall continue to provide CEUI with copies of all processed NP-2 bargaining unit 201 forms on a weekly basis.

B. The Department of Administrative Services and the Office of Policy and Management shall direct that on
September 22, 1994, each State agency shall furnish CEUI with the information listed below for all employees in NP-2 bargaining unit job classifications, whether or not they are members of the NP-2 bargaining unit. Such information shall reflect employees' current status as of September 16, 1994.

1. Employee's name
2. Employee number
3. Employee's Social Security number, (unless specifically precluded by Federal or State statute)
4. Employee's mailing address
5. Employee's job classification
6. Employee's employment status (ex. full time, part time under 20 hours, or part time 20 hours and over per week.
7. Employee's appointment status (ex. permanent, durational, provisional, temporary, or retired-reemployed)
8. Employee's work location
9. Employee receiving shift differential (yes or no)
10. Employee's current Salary Group and Step
11. Amount of employee's current Union Dues or Agency Fees deduction
12. Employee's shift assignment
13. Employee's seniority in its most current form.

C. DAS and OPM shall direct that on the seventh day of each month or the first work day thereafter, each State agency shall provide to State Personnel, for delivery to CEUI, a
report of any changes in the employee information provided in Section B above to include:

1. Name change
2. Address change
3. Transfers into or out of the bargaining unit
4. All terminations, specifying the nature of separation, i.e., retirements, dismissals, quits, or other
5. Interagency transfers, indicating agencies transferred to and from
6. Employees going off the payroll or coming back on the payroll due to Worker's Compensation, leaves of absence, and any other reasons.

In addition, the agency monthly report shall include all the information required in Section B for newly hired employees. If in any month a State agency has no reportable activity as required herein, the agency shall so indicate in writing that no changes have occurred. This information will be available for CEUI to pick up on the fifteenth of each month or the first work day thereafter.

D. Comptroller: Effective with the payroll period beginning September 16, 1994 and biweekly thereafter, the Comptroller's Department shall provide the CEUI with the information listed below, by agency, for all employees in the NP-2 bargaining unit. Such information shall be provided to CEUI in the following format: ASCII delimited with double quotes separated by commas, on a 3 1/2 " floppy disk.

The information shall be available for CEUI to pick up no later than October 14, 1994. Thereafter, the biweekly information shall be available for pickup by CEUI on Monday
following each payday. CEUI agrees to return the disks to the State by Monday of the following week.

1. Employee's name
2. Employee number
3. Employee's Social Security number (unless specifically precluded by Federal or State statute)
4. Amount of employee's current Union Dues or Agency Fees deduction.

3. Future consideration shall be given to enhance the process of transferring data between locations.

4. Should either the Union or an agency believe that the Union dues/fees of an employee have not been deducted correctly that party shall notify the other of such in writing, indicating the employee's name and 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). Notwithstanding the foregoing, in the event an agency, including DAS and OPM, intentionally, arbitrarily, or through gross negligence, fails timely to provide the information or deduct dues/fees under this Agreement, the agency shall be liable to the Union for damages, as well as costs and expenses, including reasonable attorney's fees incurred by the Union in applying or enforcing the terms of this Agreement.

The Union shall be entitled to file a grievance over such issue(s) directly to Step III under the provisions of the NP-2 unit contract. Any arbitration hereunder shall be expedited.
5. In lieu of current contract language the Provisions of this agreement shall supplant language in the parties labor agreement effective 7/1/94 as follows.

**TOPIC** Contract Provision

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<tr>
<th>Provision of information</th>
<th>Article 7, Section 10</th>
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<td>Para. 2a, b, c</td>
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<tr>
<th>Improper dues deduction correction</th>
<th>Article 6, Section 10</th>
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<tr>
<td>paragraph 4</td>
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This Agreement shall be effective upon signing, and shall be incorporated into the successor agreement to the 1991-94 NP-2 contract by reference and shall continue in full force and effect unless modified or discontinued by mutual agreement of the parties.

This agreement is subject to approval by the State Board of Labor Relations as fully satisfying its interests as directed under Decision No. 3064.

Department of Administrative /s/ Janet Polinski 8/25/94
Services
Office of Policy and Management /s/Susan Shimelman 8/25/94
Office of the State Comptroller /s/ William E. Curry 8/25/94

Approved in full and final settlement of Case No. 3064.
For the Board of Labor Relations /s/ John W. Kingston
For the Union /s/ Steven Perruccio 8/24/94

**SIDE LETTER REGARDING UNION RIGHTS**

**ARTICLE 7, SECTION EIGHT**

The State of Connecticut, acting by and through its Chief Negotiator, (hereinafter referred to as the “Employer”), duly authorized, and the Connecticut Employees Union”
Independent,” inc., (herein referred to as the “Union”), duly authorized, jointly agree and represent:

The parties have agreed upon Section Eight of Article 7 (Union Rights) which provides for a maximum number of hours for Union business leave, and for interpretation the parties agree that:

The Union shall not have to charge attendance to “block time” for meetings or activities sanctioned by management representatives, i.e., Labor-Management Committee meetings, Bargaining Unit Job Safety Committee activities, grievance meetings.

This side letter shall apply notwithstanding the language of the contract.

STATE OF CONNECTICUT (EMPLOYER)

By: /s/ Scott Schwartz 5/1/86
Scott Schwartz
Labor Relations Advisor

CONNECTICUT EMPLOYEES UNION

“INDEPENDENT” (UNION)

By: /s/ Steven Perruccio 5/1/86
Steven Perruccio
Its Chief Negotiator

SIDE LETTER REGARDING UNION RIGHTS
ARTICLE 7, SECTION TWO

The State of Connecticut, acting by and through its Chief Negotiator, (hereinafter referred to as the “Employer”), duly authorized, and the Connecticut Employees Union” Independent,” inc., (herein referred to as the “Union”), duly authorized, jointly agree and represent:
The agreed upon Article pertaining to Union rights (Article 7) in Section Two concerning selection of stewards shall not be construed to limit the Union to a maximum number of stewards.

To determine a total number of stewards statewide, the Union agrees to follow guidelines of approximately one (1) steward for each twenty-five (25) persons.

STATE OF CONNECTICUT (EMPLOYER)

By: /s/ Scott Schwartz 5/1/86
Scott Schwartz
Labor Relations Advisor

CONNECTICUT EMPLOYEES UNION
“INDEPENDENT” (UNION)

By: /s/ Steven Perruccio 5/1/86
Steven Perruccio
Its Chief Negotiator

SIDE LETTER REGARDING UNION RIGHTS
ARTICLE 7, SECTION TWO

The State of Connecticut, acting by and through its Chief Negotiator, (hereinafter referred to as the “Employer”), duly authorized, and the Connecticut Employees Union “Independent,” inc., (herein referred to as the “Union”), duly authorized, jointly agree and represent:

The State agrees to allow the Union to use space at State institutions or facilities for Union business, when such space is available, provided;

Arrangements are made at least twenty-four (24) hours in advance; and

Such arrangements do not interrupt the Employer’s business; and
At institutions, meetings shall be held only in non-direct patient care areas; and

The Union shall reimburse the State for any actual costs incurred by such arrangements, such as cleaning.

The union may make such arrangements with the Agency head or person in charge of the space which the Union desires to use.

STATE OF CONNECTICUT (EMPLOYER)

By: /s/ Scott Schwartz 5/1/86
Scott Schwartz
Labor Relations Advisor

CONNECTICUT EMPLOYEES UNION

“INDEPENDENT” (UNION)

By: /s/ Steven Perruccio 5/1/86
Steven Perruccio
Its Chief Negotiator

SIDE LETTER

Part time employees in Region Six who work a 5/3 rotation averaging 35 hours per pay period, shall continue to be entitled to pro-rata holiday pay in accordance with Article 27, Section One of the NP-2 Collective Bargaining Agreement.

SIDE LETTER REGARDING REST BREAKS

In agreeing to the provisions of Article 52, Rest Periods, during extended work or operations, the parties agree:

Employees assigned to perform Snow and Ice related duties at Bradley Airport shall receive a four (4) hour rest break, beginning with the second consecutive break.
STIPULATED AGREEMENT

In full and final resolution of all pending grievances concerning meals for employees who work on drawbridges, the parties (CEUI and the State) agree to the following:

1. DOT shall continue to supply and maintain a refrigerator and microwave in each drawbridge station where these items currently do not exist.

STIPULATED AGREEMENT

Meal Reimbursement For Telephone Operators At Uconn

1. Effective July 1, 1989, eligible telephone operators will be reimbursed at the lunch rate awarded by the arbitrator for Issue #122 in lieu of a meal being provided as requested by Article 41 of the NP-2 contract.

2. Reimbursements will be made in a lump sum payment on a quarterly basis.

3. This agreement is without prejudice or precedent and will be in effect for the life of the current contract.

4. This provision supersedes prior agreements on this subject.

SIDE LETTER - X

ARTICLE 51 - SPOT SANDING

In agreeing to the provisions of Article 51, Truck Assignments, the parties agree:

1. The parties contemplate that "spot sanding" shall continue to mean isolated ice patches, generally caused by freezing following a thaw.
2. The Department of Transportation will contact the Division of State Police to arrange a procedure to assure that the State Police will monitor the Department of Transportation's frequency when notified that a Department of Transportation employee, engaged in "spot sanding" operations, is driving alone.

SIDE LETTER - XI
ARTICLE 7 - PICNICS

1. The State agrees to continue its practices with respect to release time for Agency and local picnics and other agency or Union social events.

2. The release of employees without loss of pay for picnics and other agency social events shall not be deducted from or charged to block time hours under Article 7 (Union Rights).

MEMORANDUM OF UNDERSTANDING

Individuals employed by the Connecticut State Historical Commission in the capacity of tour guide at the Newgate Prison, notwithstanding the provision of Article 1 (Recognition) of the NP-2 Contract, shall be considered a part of the Maintenance and Service Bargaining Unit and shall be entitled to the rights and benefits described herein. Except as specifically limited the provisions of Article 5 (Management Rights) of the NP-2 Contract are incorporated by reference.

1. **Union Security**: The provisions of Article 6 of the NP-2 Contract are incorporated herein.

2. **Union Rights**: Representation of employees shall be accomplished through the use of staff representatives of the Union or through the use of full-time employees currently designated as stewards. In matters of contract administration
or grievance processing, management shall deal exclusively with said individuals.

3. **Working Test Period**: The Working Test Period for job classifications for employees covered by this Memorandum shall be six months or 914 hours. At any time during the Working Test Period the employer may remove any employee if in the opinion of the employer the Working Test indicates such employee is unable or unwilling to perform his/her duties so as to merit continuation in such position. Such removal shall be neither grievable nor arbitrable.

4. **Seniority**: Seniority shall be defined as length of uninterrupted State service from date of last hire plus war service. Seniority shall not be computed until after completion of the Working Test Period. Seniority shall be deemed broken by the termination of employment including resignation, dismissal or retirement; or failure to report to work for three working days without authorization. Credit for seniority up to a break in service will be restored to an employee who returns to service at the start of the next season following the service break.

5. **Layoff**: For purposes of layoff selection of employees, seniority as defined in 4 above shall prevail. Employees who have not completed their initial Working Test Period shall be laid off first. Within one year of layoff employees may be recalled to their position in order of seniority.

The provisions of this section are exclusively applicable to the Newgate facility. Annual spring startup and fall shutdown of the Newgate facility shall not be governed by the terms of this section.

6. **Grievance Procedure**: Employees shall have access to the NP-2 Unit grievance and arbitration machinery.
7. **Work Schedules / Seasonal Work Year:** The standard schedule for employees of the Newgate Prison shall be 35 hours per week (Effective 7/4/97 37 ½ hours).

The seasonal work year shall be determined by the employer but generally may be expected to fall between May and November of each calendar year.

In the event of a reduction in normal general operating hours, available work hours shall be allocated first to employees in the guide classification. Summer workers shall not be used to reduce the hours of the guides. This provision shall be without precedent and shall be confined solely to Newgate Prison operations.

Payment of overtime shall be accomplished in accordance with the Federal Fair Labor Standards Act.

8. **Holiday Pay:** Employees required to work July 4th shall, at the end of the seasonal work year receive additional compensation at their straight time rate for hours worked on that day.

9. **Compensation and classification:**

   **Classification Structure**

   Guide

   Summer Worker Guide 2

   **Compensation Structure:**

   Salary level for the class of Guide shall be governed by the TC and TE rates.

   Salary rates for Summer Worker Guide shall be as set forth below.

   STEP 1  STEP 2  STEP 3  STEP 4  STEP 5  STEP 6  STEP 7  STEP 8
Subsequent adjustment of such schedule shall be governed by the provisions of Article 20 of the NP-2 Agreement.

Upon completion of 1,827 hours of work employees will be eligible for a step increase. Determination of step placement shall be determined by the employer with consideration being given to individual performance and agency funding levels.

10. **Group Health Insurance:*** Upon completion of 5 consecutive seasons of employment employees will be eligible for participation in the State's group health insurance program. Participation shall be governed by the appropriate programmatic rules in effect at the time coverage is obtained.

11. **Discipline:** No employee who has completed 914 consecutive hours of work shall be demoted, suspended or discharged except for just cause. A concurrent copy of the written notice of discipline issued to the employee shall be provided the Union.

12. **Exemptions:** The provision of this memorandum shall not apply to retired reemployed workers.

13. The provisions of the following articles of the NP-2 contract are incorporated herein:

   - **Article 2**  Entire Agreement
   - **Article 4**  No Strikes - No Lockout
   - **Article 60, Section Five**  Overpayments
   - **Article 62**  Legislative Action

**Duration:** The term of this memorandum shall be coterminous with the NP-2 contract.
MEMO OF UNDERSTANDING
WORKFARE SUPERVISION

(1) All DOT Maintainer 1’s and 2’s assigned to supervise workfare shall be paid on a “Q” as a DOT Maintainer 3.

(2) After six months of continuous (over 50% Q-Item) service as an workfare supervisor, a DOT Maintainer 1 or 2 shall be submitted for reclassification on a durational basis to DOT Maintainer 3; retroactive to the beginning of the assignment; or 30 days prior to the filing of any such grievance at Step 1: but in any event, no earlier than March 6, 1993

(3) The employee shall remain in this classification until such time as (a) the Workfare Program is canceled or curtailed, or it becomes generally inactive at a particular garage, or (b) the Department determines the employee cannot nor should not carry out the assigned duties any longer, or (c) the employee requests removal/reassignment from the Program. At that time, the employee shall be reassigned to his/her previous permanent classification.

(4) When such assignment is anticipated, the DOT shall post the assignment for no less than 10 days. Posting/selection process shall be the same as in Section, but with the applicant pool limited to the garage involved. If there are no acceptable applicants for this assignment at the garage, the posting will be extended to all garages under the Superintendent’s jurisdiction and the workfare van
will be garaged at the facility where the selected applicant normally works.

(5) While in durational status, the employee may apply for transfer to postings at his/her previous permanent levels only but may apply for promotional postings at any higher levels as per the governing provisions of the NP-2 Contract and this agreement.

(6) Employees assigned to this program shall sign a statement acknowledging the above provisions.

(7) Employees who are supervisors in the Workfare Program will receive an unpaid lunch period whenever they are assigned a workfare. However, if employees are required to continue supervision of the workfare crew during lunch period, they shall be paid for such.

(8) When the program is enlarged, the Department will notify the Union.

MEMO OF UNDERSTANDING
INMATE WORK PROGRAM

This section supersedes any other language in the agreement.

(1) All DOT Maintainer 2’s and 3’s assigned to supervise inmates shall be paid on a “Q” as a DOT Maintainer 4; all DOT Maintainer 1’s with such assignment shall be paid on a “Q” as a DOT Maintainer 3.

(2) After six months of continuous (over 50% Q-Time) service as an inmate supervisor, a DOT Maintainer 2 or 3 shall be submitted for reclassification on a durational basis to DOT Maintainer 4; a DOT
Maintainer 1 with such assignment shall be submitted for reclassification on a durational basis to a DOT Maintainer 3, retroactive to the beginning of the assignment.

(3) The employee shall remain in this classification until such time as (a) the Inmate Work Program is canceled or curtailed, or it becomes generally inactive at a particular garage, or (b) the Department determines the employee cannot nor should not carry out the assigned duties any longer, or (c) the employee requests removal/reassignment from the Program. At that time, the employee shall be reassigned to his/her previous permanent classification.

(4) When such assignment is anticipated, the DOT shall post the assignment for no less than 10 days. Posting requirements shall be limited to the garage involved. If there are no acceptable applicants for this assignment at the garage, the posting will be extended to all garages under the Superintendent’s jurisdiction and the inmate van will be garaged at the facility where the selected applicant normally works. Selection will be at management’s discretion.

(5) While in durational status, the employee may apply for transfer to postings at his/her previous permanent levels only but may apply for promotional positions at any higher levels as per the governing provisions of the NP-2 Contract and this agreement. If selected for transfer or promotion, the employee’s duties as an inmate supervisor shall cease, and he/she shall commence the duties of the new position to which appointed.
(6) Employees assigned to this program shall sign a statement acknowledging the above provisions, and a copy of the Department of Correction’s “Do’s and Don’ts” will be provided to the employee. The employee will also receive an outline of the responsibilities.

(7) Employees who are supervisors in the Inmate Work Program will receive a paid lunch period whenever they are assigned a crew of inmates.

(8) When the program is enlarged, the Department will notify the Union.

MEMORANDUM OF UNDERSTANDING
RE: STATE OF CONNECTICUT VS CEUI NO CV95 0552053

Both parties agree that as a result of the recently concluded negotiations the above captioned court case involving the 1993-1994 Wage Reopener will be withdrawn upon ratification by the Union and approval by the Legislature of the 1994-99 contract.

AGREEMENT
BETWEEN
THE STATE OF CONNECTICUT
AND
THE STATE COALITION ON PAY EQUITY

PREAMBLE

The following agreement is reached pursuant to Connecticut General Statute 5-200c which requires that all inequities, including sex based inequities identified by the Objective Job Evaluation study be eliminated. The parties agree that equity is established based upon the new maximum
salaries for each classification. This long standing legislative goal which originated based upon a 1979 review is hereby achieved. This agreement also allows all parties to determine the best method of preparing for the future role of state government. In particular, through this agreement, the parties affirm their commitment to ensuring that the personnel structure and the classification system appropriately address the needs of the public and its employees. Pursuant to that goal, the parties also have extended the Placement and Training Committee which has successfully provided a mechanism through which employees can make the transition from a declining area of employment to an area of service to the state.

GENERAL PROVISIONS

SECTION ONE - JOINT COMMITTEE ON REDESIGNING STATE EMPLOYMENT

A  As soon as possible following legislative approval of this Agreement, a Joint Labor/Management Committee on Redesigning State Employment shall be convened. The committee shall have twelve members. The members shall include six members appointed by the Governor and six members selected by SEBAC. The committee shall have two co-chairpersons. One chairperson shall be selected from the appointees of the Governor and the other chairperson from those selected by SEBAC.

B  The committee shall review the State's classification system and shall make recommendations to the General Assembly on April 1, 1995. The areas to be covered shall include, but not be limited to, reducing the overall number of classes; eliminating (to the extent possible) one incumbent classes; establishing career ladders that address the concerns of the Upward Mobility Committee and individual bargaining units; promoting flexibility in work assignments; genericizing classes/series; standardizing job specifications
formatting/language; exploring new job designs that provide for better service delivery and increase job satisfaction; the role of unions and management in job design; and the future role of the placement and training committee. The committee shall consult with the Upward Mobility Committee and bargaining units representatives as part of its review process.

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 Studies 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 an Master Evaluation Committee class re-evaluation hearing are considered to the final evaluation for that appeal.

D Master Evaluation Committee Composition.

There shall be a Master Evaluation Committee comprised of union and management representatives of classes that fall under the scope of the Master Evaluation Committee. Each interested bargaining unit which represents such classes may appoint the representative and an alternate for that representative to the Master Evaluation Committee. The state may be equally represented on the Master Evaluation Committee with a minimum of three representatives. All members shall be trained and qualified in the application of the Willis Point Factor Evaluation System. Members will make every effort to regularly attend Master Evaluation Committee meetings. The Objective Job Evaluation unit will notify the appropriate bargaining unit if that bargaining unit is not represented at two consecutive meetings. Bargaining union members serving on the Master Evaluation Committee will suffer no loss of pay or benefits as a result thereof.

E Objective Job Evaluation Advisory Committee

The Objective Job Evaluation Advisory Committee shall meet upon request of any member thereof.
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 updated. 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.

G Job Design

The Willis system can be used to evaluate jobs in a variety of classification structures other than the traditional hierarchical structure. Individual bargaining units may negotiate clinical or diagonal job ladders, stipends, or other structures using a baseline evaluation for the "Working Level" job in the series.

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 appendixed 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 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.

Section Seven-Duration

This agreement shall be effective upon approval by the Connecticut General Assembly.

This agreement shall continue in full force and effect unless modified by mutual agreement of the parties or by individual bargaining agreements which specifically provide for a supersendence of the coalition agreement.

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 this agreement.

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**MEMORANDUM OF AGREEMENT SEBAC V**

This Agreement is made by and between the State of Connecticut (“State”) and the State Employees Bargaining Agent Coalition (“SEBAC”), for the following purposes:

   to modify the agreement between the parties known as SEBAC IV dated May 26, 1995 as approved by the legislature.
to effect changes in the current pension agreement between the parties and to comply with the reopener provisions of SEBAC IV;

- to modify health insurance provisions of the current pension agreement as may have been changed through the Health Care Cost Containment Committee (“HCCCC”);

- to permit negotiations and arbitration over an early retirement incentive program and other related issues;

- to permit negotiation and arbitration over domestic partners after January 1, 1999.

1. PENSION PROVISIONS

   FUNDING

   Past Service Liability. The maximum amount the State’s contribution could be reduced for the unfunded past service liability for the 1998-99 and 1999-2000 fiscal years as provided in the SEBAC IV Agreement shall be eliminated. For the fiscal year period beginning July 1, 1998 through June 30, 2017, the Retirement Commission shall determine all past service liability contributions by utilizing the level percent of payroll method of funding. The fact that all past service liability contributions are based upon the level percent of payroll method of funding for the period 1998 through 2017 will not be utilized by either party to advance its position in any arbitration following the expiration of this agreement on June 30, 2017.

   Spending Cap. If statutory changes are required dealing with the Expenditure Cap in order that the level percentage of funding method does not adversely impact the Expenditure Cap, the parties will jointly seek to effectuate such changes.
Actuarial Certification to coincide with the Biennial Budget period. Beginning with the 1999-2001 biennial budget, the Retirement Commission shall, on or before December first preceding each biennial budget, for the two years of the next succeeding biennial budget certify the required contribution amount to the general assembly.

Resetting of Assets to Market Value. Effective with the June 30, 1996 actuarial determination, the actuarial value of assets shall be reset equal to the market value. The asset value shall then phase-in to the five-year average asset method over the ensuing four years. The increase in actuarial asset value as a result of this restart shall be identified as a separate actuarial gain and shall be used to further reduce the annual unfunded past service liability determined above. This reduction shall be calculated to amortize the asset gain over the 35 year period commencing June 30, 1997 as a level percent of pay. The initial year’s reduction shall apply to fiscal year 1997-98.

Amendment of C.G.S. §5-156a. Effective upon ratification of this Agreement by the General Assembly, Connecticut General Statutes §5-156a shall be amended to incorporate the funding changes agreed to by the parties.

SERVICES PERFORMED UNDER A PERSONAL SERVICES OR SIMILAR AGREEMENT. When an employee presents a claim to the Retirement Commission that services performed under a personal services or similar agreement constitute state service for the purpose of retirement, the Retirement Commission shall continue to apply its standards in making this determination. If the service constitutes state service, the employee shall be granted credit for service for the purpose of retirement. The payment of the contribution, if any, required of the employee shall be determined as if the individual was a state employee at the time the service was performed. Provided, however, if the personal
services or similar agreement contains a rate of pay reflecting additional compensation in recognition of exclusion from the State’s benefit plans, the Retirement Commission shall not grant credit for such service.

**FIVE (5) YEAR VESTING:** Effective July 1, 1997, the vesting requirement of Tier II set forth in C.G.S. 5-192o(b) shall be changed to a minimum of five (5) years of actual state service. All other service requirements to receive pension benefits under Tier I and II shall remain unchanged.

**TIER IIA:** A new defined benefit pension plan shall be established for employees who are employed or reemployed on and after July 1, 1997. It shall be the same as the present Tier II plan, except as provided herein. Nothing in the agreement is intended to vary the provisions for bridging service which currently exist in the Tier I and Tier II plans. The vesting requirement under Tier IIA will be a minimum of five (5) years of actual state service. The ability to receive credit for certain types of nonstate service is the same as Tier II. Provided, however, the employee must pay the amount determined under the formula set forth in Tier I for the purchase of the applicable service. The COLA formula in Tier IIA is the same as set forth in VI. C. provided, however, an employee must have at least ten (10) years of actual state service or directly makes the transition into retirement in order to be entitled to receive a COLA. Employee contributions are required under Tier IIA. For hazardous duty members, the employee contribution shall be five percent (5%) of the employee’s salary and for nonhazardous duty members, the contribution shall be 2% of compensation. Effective upon ratification of this Agreement by the General Assembly, Connecticut General Statutes shall be amended as provided in Appendix B.
PRETAX PENSION CONTRIBUTIONS: Effective July 1, 1997, employee contributions to the State Employees retirement system, regardless of which tier the employee is a member, shall be made on a pretax basis as allowable under IRC § 414(h). The Retirement Commission and/or the Retirement and Benefit Services Division shall take whatever steps are necessary to accomplish this result.

COST OF LIVING ADJUSTMENT:

Effective Date for Tier I and Tier II members. The parties have agreed to change the cost of living adjustment (COLA) provisions of Tier I and Tier II to the provision outlined in subsection D. below effective for employees retiring on and after July 1, 1999. Employees who retire from July 1, 1997 through June 1, 1999 shall have the irrevocable choice of existing, applicable COLA formula or the revised formula presented below. The Retirement and Benefit Services Division shall develop a form which clearly explains the difference between the formulas. Each member retiring during the above window shall sign the Division’s form prior to the effective date of retirement selecting one COLA formula and waiving the other. The Retirement Commission shall not have authority to change the selection of any such member. In the event that a member fails to make a selection, the current three percent (3%) formula shall be utilized in determining the COLA adjustment for such member.

Recertification. As a result of the change in the formula utilized for Cost of Living Adjustments, utilizing a four percent (4%) assumption, the Plan’s actuary shall recertify the amount of State Contribution required for the next fiscal year (1997-98).

Tier IIA. The Cost of Living Adjustment applicable to Tier IIA members shall be the formula outlined in subsection D below.
Revised Cost of Living Formula. The revised Cost of Living for employees eligible shall be a two and one half percent (2.5%) minimum with a six percent (6%) maximum. The determination of amounts in excess of the 2.5% guaranteed amount shall be calculated utilizing a formula wherein increase shall be sixty percent (60%) of the increase in the CPI through six percent (6%) and seventy-five percent (75%) of the increase in the CPI over six percent (6%). In no event shall the COLA be less than 2.5% or greater than 6.0%. The CPI shall be defined as that utilized by the Social Security Administration on June 29, 1996.

HAZARDOUS DUTY RETIREMENT GRANTED UNDER THE 1988 PENSION AGREEMENT. Any classification which was granted inclusion in Hazardous Duty Retirement granted by the arbitrator under the specific terms of the 1988-1994 Pension Arbitration Award shall not be required to contribute at the hazardous duty rate for service prior to January 12, 1990. Additionally, the increase in contribution rate for hazardous duty retirement under the terms of the 1988-1994 Pension Award shall be effective on January 12, 1990 for employees covered on that date. A hazardous duty contribution shall be required for all service performed in such classification after such date.

LEAVES GRANTED UNDER SEBAC II. Assuming appropriate documentation of said leave is received in the Retirement and Benefit Services division, any member who did not receive credit for leaves granted or agreed to under the terms of the SEBAC II agreement shall be granted such credit if required employee contributions are made.

TERM: Unless specifically provided otherwise herein, the parties hereby agree that the State Employees Retirement System shall not be changed through June 30, 2017 unless mutually agreed by the parties, with the exception of the
pension changes which the parties discussed and will resolve as a part of these negotiations. Such changes will be made a part of this agreement.

3. GENERAL PROVISIONS

I. EARLY RETIREMENT INCENTIVE PROGRAM: Nothing in this Agreement shall preclude the parties from initiating interim bargaining on early retirement incentive programs and related issues.

II. CODIFICATION: The parties have agreed to submit the language of the Pension Agreement in statutory form to the Legislative Commissioner’s Office for codification in the Connecticut General Statutes.

III. DOMESTIC PARTNERS: The issue of whether and how domestic partners should be covered by pension and welfare benefits shall be the subject of contract reopener negotiations and arbitration to begin on or about January 1, 1999. SEBAC shall contact the State thirty (30) days prior to the date it wishes to begin such negotiations.

IV. PLACEMENT AND TRAINING FUND: If the balance in the Placement and Training Fund falls below $1.0 million, the Placement and Training Agreement which was negotiated between the parties as part of SEBAC III shall be subject to negotiations.

V. ARP CASHABILITY RESTRICTIONS: Any current restrictions contained in the plan on the ability of a member of ARP who has left state service to receive their ARP account shall be removed. This is not intended to change an Internal Revenue Service or other federal or state law which restricts the payout of this type of benefit.
VI. REEMPLOYMENT RIGHTS OF EMPLOYEES WHO ELECT TO RETIRE AND RECEIVE A RETIREMENT BENEFIT TO AVOID LAYOFF OF A FELLOW EMPLOYEE. Any employee who elects to retire and receive a retirement benefit in order to avoid the layoff of a fellow employee shall have reemployment rights as provided in their contract, SEBAC III and under the Connecticut General Statutes, as if they had not elected to retire and receive a retirement benefit. Such employee shall be entitled to waive reemployment rights by signing a clear waiver of such rights and filing the same with either the Placement and Training Committee or his/her last employing agency.

VII. INSURANCE COVERAGE AS A RESULT OF A VALID JOB SHARING AGREEMENT. In the event two employees execute a valid job sharing agreement, the job sharing agreement shall not in any way adversely impact each employee’s ability to qualify for medical insurance when he/she retires, unless the employee(s) and their collective bargaining representative expressly waive his/her right to medical insurance. Additionally, it shall not have any effect on an employee’s ability to qualify for medical insurance as an active employee, unless the employee(s) and their collective bargaining representative expressly waive his/her right to medical insurance.

VIII. RETIREE INSURANCE FOR EMPLOYEES HIRED ON AND AFTER JULY 1, 1997. An employee who is hired on and after July 1, 1997 must have at least ten (10) years of actual state service to be eligible for insurance as a retiree. Such an employee who terminates state service and does not immediately begin to receive his/her pension shall be entitled to the same health insurance benefits as active employees receive at the time he/she begin to receive pension payments. Provided, however, laid off employees and employees who leave state service because there is not a fair
assurance of continued employment shall be treated like employees who transition immediately into retirement and not as deferred vested employees.

IX. INCREASE IN THE MONTHLY RETIREMENT BENEFITS OF CERTAIN FULL TIME EMPLOYEES. Employees who were employed on a full time basis and who had twenty-five (25) [twenty (20) years of hazardous duty service for hazardous duty members] years of state service at the time of their retirement prior to June 1, 1997 whose monthly retirement benefit is less than $900 per month at the time the Medicare Risk program is implemented may have their monthly benefit increased. The increase shall be implemented when the Medicare Risk program is implemented. The parties agree to have up to $3.0 million from the Pension Fund allocated on a one time basis for the purpose of increasing such benefits. The $3.0 million amount is designed to represent the entire cost of providing this benefit and not just the one year cost. The parties shall suggest one or more alternative formula to the Plan’s actuary. The Plan’s actuary shall calculate the amount of increase which can be provided to such retired employees and shall certify the amount to the parties. This increase as selected by the parties shall be available to such retired employees only and shall not increase the monthly amount of any such retired employee over $900 per month.

X. ACTUARIAL QUALIFICATION: An actuarial trustee may either be a member of the Fellow of the Society of Actuaries or the Conference of Consulting Actuaries.

XI. PURCHASE OF FURLOUGH TIME: To the extent not already purchased, employees shall be permitted to purchase any furlough or temporary layoff time served as a result of the provisions of any SEBAC II agreement, the
October Expense Reduction Plan or the Emergency Furlough days in July, 1991.

MISCELLANEOUS ISSUES: The parties have had discussions regarding the following issues. Changes in these area will be implemented upon mutual agreement of the parties: the offset of disability retirement benefits for outside employment under Tier II and II. A payment of a benefit during the pendency of certain disability retirement claims a method to simplify the calculation of service claims of mistake due to the October 1, 1985 deadline

XIII. PURCHASE OF RETIREE HEALTH INSURANCE FOR PART-TIME EMPLOYEES AND THE SPOUSES OF DECEASED RETIRED STATE EMPLOYEES: Part-time employees and the spouses of deceased retired state employees not otherwise eligible to receive retiree health insurance from the State shall have the right to purchase retiree health insurance under the COBRA plan. The rules applicable to the payment of the premium for such insurance shall be governed by the Retirement and Benefit Services Division.

XIV. EFFECTIVE DATE: Except as specifically otherwise provided herein, the provisions of this agreement apply to employees who leave employment with the State of Connecticut effective on and after July 1, 1997. Employees who terminated, died, retired or otherwise ceased to be employees of the State of Connecticut shall have their pension and welfare benefits determined on the basis of the plan provisions in effect at the time they ceased to be employed by the State of Connecticut. Changes in benefits and entitlements shall be effective July 1, 1997, except as specifically otherwise provided herein. The parties acknowledge that the benefits of retired employees may be altered only by mutual agreement of the parties.
XV. SUCCESSOR NEGOTIATIONS: The provisions of the Pension Agreement or any general statute or public act or special act to the contrary notwithstanding, the State agrees to bargain with SEBAC over a successor to the Pension Agreement, on matters which are mandatory subjects of bargaining. Negotiations shall commence on or about September 1, 2016 and shall be conducted in accordance with the provisions of the State Employee Collective Bargaining Act in effect as of January 1, 1997, including, but not limited to the provisions of the Act concerning impasse resolution, mandatory subjects of bargaining, legislative approval of any agreement or arbitration award. In such negotiations, the negotiated changes in contributions for the unfunded accrued liability shall not be asserted by either party as a basis for reduction in pension benefits.

MEMORANDUM OF AGREEMENT BETWEEN STATE OF CONNECTICUT AND SEBAC PLACEMENT AND TRAINING

The above-mentioned parties hereby acknowledge their mutual agreement on the following matters relative to eligibility for placement and training of individuals in State employment pursuant to SEBAC 3 as amended including the SCOPE agreement:

1. Where it has been determined through administrative and/or legislative action that a layoff will occur, the affected union(s) and the employee(s) that are at risk for layoff will be given notification to the earliest extent practicable. Once the additional notification is provided, the affected state employees’ unions will have a period of seven (7) days to decide if their members may participate in the SEBAC Placement and Training process as described below. This will not preclude the State from filling a
bargaining unit vacancy in accordance with existing merit system rules and regulations. If the affected employee’s union elects to participate in the process, the employee will have a period of fourteen (14) days to make application for employment opportunities through SEBAC Placement and Training process. If an employee accepts a placement in a position through the SEBAC process, he/she will be considered to have waived all transfer and bumping rights normally available to an employee under the terms of their applicable union contract’s layoff procedure. The use of this procedure shall not impair an employee’s contractual right to transfer to a vacant bargaining unit position based upon seniority. The State and state employee’s unions shall work out protocols, so that employee’s collective bargaining rights are not impaired or diminished by this new procedure. It is also further understood that the rights of employees as provided for in SEBAC 3 as amended including the SCOPE agreement will not be impaired nor diminished by this section.

2. If an agency or SEBAC employee indicates the need for further training to fully qualify as a precondition to employment, the Placement and Training Committee will be immediately notified to review the need and expenditure of training funds for the hiring agency. SEBAC employees that are accepted by an agency may be placed in a vacant position if he/she has the potential to be fully qualified after three (3) months. Agencies, to the earliest extent possible, will be advised by the SEBAC Placement staff of employees that could qualify, with appropriate training.

3. SEBAC employees who are employed at the time of layoff in a full time capacity, will not be removed from SEBAC list(s) for a period of up to three (3) years for accepting a part time, durational, temporary, job sharing, intermittent or a lesser paid full time position. At the end of the three (3)
years period, any employee who has not been reemployed in a full time permanent position at comparable pay to the position they were laid off from will be placed in an inactive status. They will be removed, however, from the SEBAC list(s) if they accept full time permanent employment by exercising their contractual reemployment right or their SEBAC rights to a comparable paid position. If a SEBAC candidate accepts a lessor position, they will remain in SEBAC for only those positions they are deemed qualified to fill above the position they accepted.

SEBAC employees who are employed at the time of layoff in a part time capacity, will not be removed from SEBAC list(s) for a period of up to three (3) years for accepting a durational, temporary, job sharing, intermittent or a lesser paid position including a position with fewer hours per week. At the end of the three (3) year period, any employee who has not been reemployed in a full time permanent position at comparable pay to the position they were laid off from will be placed in an inactive status. They will be removed, however, from the SEBAC list(s) if they accept full time permanent employment by exercising their contractual reemployment rights or their SEBAC rights to a comparable paid position. If a SEBAC employee accepts a lessor position, they will remain on SEBAC for only those positions they are deemed qualified to fill above the position they accepted.

4. Employees who volunteer to be laid off or exercise their contractual rights to be laid off will also be eligible for the SEBAC Placement and Training process.

5. The Bureau of Human Resources will contact all SEBAC employees who have been in SEBAC for one (1) year or more to determine their continued interest in placement. SEBAC employees will be asked to indicate their continued interest in placement. SEBAC employees will be asked to
express their interest as follows: (1) Interest in all positions qualified to fill; (2) Interest in all positions qualified to fill at a comparable level of pay from the position they were laid off from; (3) Placement in an inactive status; and (4) Removal from SEBAC. State employee unions will provide assistance in making these determinations.

6. All Off-track Betting Cashiers, except those excluded by agreement of the State and AFSCME, Council 4, will be placed in an inactive status effective with the approval of this Memorandum of Agreement. These employees will receive written notice of this action and will be informed of their rights and the process of being re-activated and placed back into the SEBAC placement system.

7. If a SEBAC employee waives a suitable job from a State agency, they will be placed in an inactive status for the position classification in that agency. If a SEBAC employee waives two (2) suitable position offers from any State agency(ies) for a specific classification, the employee will be placed in an inactive status for that classification. If a SEBAC employee waives a total of three (3) suitable position offers from any State agency(ies) for any position classifications, the employee will be placed in an inactive status for all SEBAC position opportunities. Notification will be provided to the employee and their union if they are to be placed in an inactive status. An employee will be removed from the inactive status upon reapplication to the Bureau of Human Resources accompanied by a written indication of willingness to accept employment, if offered. A reapplication will be reviewed by the SEBAC Placement Staff for position qualifications and position interests.

8. For administrative purposes, once an agency receives a list of SEBAC employees from the Bureau of Human Resources, the agency will have a window period of up to
twenty-one (21) days to contact the employees on the list, interview and make a job offer. If the employees on the SEBAC list do not respond or do not accept an offer of employment, the employing agency may proceed to consider other candidates for employment without requesting an additional SEBAC list, subject to appropriate merit system rules. After the twenty-one (21) days have expired and the agency has not made a bona fide offer of employment which has been accepted by the “outside” candidate, the agency must request a new list of SEBAC employees from the Bureau of Human Resources. If the agency hires an “outside” candidate within the twenty-one (21) day period, the agency shall provide to the Bureau of Human Resources information the Bureau and the Placement and Training Committee feels is appropriate to ensure the integrity of the SEBAC placement process.

9 The Department of Administrative Services, Bureau of Human Resources will provide, with the assistance of the new Automated Personnel System (APS), a more timely and accurate report on funded vacancies agencies plan to fill. If possible, State employees’ unions will have the ability to view vacancies through the Automated Personnel System.
UNION BARGAINING COMMITTEE

Steven Perruccio,
President

John Brown
Chief Negotiator

Tony Straka
Assistant Chief Negotiator

James Blankenship  Southbury Training School
Thomas Doyle  Newgate Prison
Margaret Harrelle  3 Rivers Community-Technical College
Jeff Janusonis  Uconn Health Center
Jim Maddaloni  Uconn
Leslie Maddocks  Uconn
Rich Pelletier  Central Connecticut State University.
Charlie Richmond  Department of Transportation
George Spellmon  Uconn
Arija Spencer  Department of Transportation
Sal Terenzo  Department of Transportation
Marion Wright  Southern Connecticut State University
STATE BARGAINING COMMITTEE

Frank R. Bochniewicz
Chief Negotiator

Rita Ferriaola Department of Administrative Services
Fred Sanders Department of Transportation
Fred Ferris Department of Mental Health and Addiction Services
Dawn Closs-Harris Department of Mental Retardation
Karen Duffy Wallace Uconn Health Center
Virgina Miller Uconn
Gayle Hooker State Universities
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Pay

Plans