

STATE OF CONNECTICUT

AND

STATE POLICE LIEUTENANTS AND CAPTAINS  
NP-9 BARGAINING UNIT

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July 1, 2016 to June 30, 2021

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## PREAMBLE

STATE OF CONNECTICUT, acting by and through the Office of Labor Relations hereinafter called the State or the Employer, and CONNECTICUT STATE EMPLOYEES ASSOCIATION, SEIU, Local 2001, hereinafter called "the Union", WITNESSETH:

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

WHEREAS the parties of this Agreement consider themselves mutually responsible to improve the public service through increased morale, efficiency and productivity;

NOW, THEREFORE the parties mutually agree as follows:

### ARTICLE 1 - RECOGNITION

**Section One.** The State of Connecticut herein recognizes the Connecticut State Employees Association, SEIU Local 2001, as the exclusive representative for the purpose of collective bargaining in accordance with CGS Section 5-270 et seq. for the bargaining unit of State Police Lieutenants and Captains pursuant to Decision No. 4249-A (SE-25,905) and as may be amended by the Board of Labor Relations or by agreement of the parties.

**Section Two.** This Agreement shall cover only those employees whose job titles fall within the certification above. It shall not apply to nonpermanent employees who are appointed to nonpermanent temporary, emergency, or seasonal positions nor to durational positions of six (6) months or less. Employees appointed originally on a provisional basis and/or employees appointed to durational positions established for six (6) months or more shall be covered by this agreement but shall have no right to appeal from termination due to expiration of position or failure to successfully complete the required examination process.

**Section Three.** Provisional employees are employees who are initially appointed to permanent positions pending state examination or examination results. Provisional appointees are subject to the requirements of the merit system in all respects, including but not limited to certification from an examination list and completion of the working test period. Permanent appointment is contingent upon meeting all said requirements, and failure to do so will result in termination of employment without right of appeal except as provided by the merit system. In all other respects, provisional employees are subject to the provisions of this Agreement and can utilize all benefits as if they were initially appointed as permanent full-time employees. Seniority shall be retroactive to the date of last hire upon successful completion of the working test period.

**Section Four.** A temporary employee is defined as an employee who is hired to fill a temporary, durational or emergency position of six (6) months duration or the length of leave of absence of the employee replaced, whichever is longer. Due to the nature of temporary employment, temporary employees cannot be guaranteed continued employment beyond the termination date of the appointment. Termination is therefore without right of appeal. In other respects, this Agreement shall apply to a temporary employee after completion of six (6) months of continuous service.

## **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 understanding 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 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 agree to work jointly to implement positive and aggressive Affirmative Action programs in order 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.

**Section Two.** Notwithstanding any provisions of this Agreement to the contrary, the Employer shall have the right and duty to take all actions necessary to comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 2101, et seq. Upon request the Employer will meet and discuss specific concerns identified by the Union; however, this shall not delay any actions taken to comply with the ADA. Issues involving ADA implementation shall be the subject of ongoing discussions at Labor-Management Committee meetings.

**Section Three.** The parties herein agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, marital status, lawful political activity, ancestry, sexual orientation, except for bona-fide occupational qualifications.

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

**Section One.** Neither the Union nor any employee shall engage in, induce, support, or encourage, a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sickout or any failure to perform duty in connection with the above.

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

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

## ARTICLE 5 - MANAGEMENT RIGHTS

Except as otherwise limited by an express provision of this Agreement, the State reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of an agency and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classifications; 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.

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 AND PAYROLL DEDUCTIONS

**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, within thirty (30) days after initial employment in the bargaining unit covered by this Agreement, fails to become a member of the Union which is the exclusive bargaining agent for his/her unit, 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.

**Section Four.** The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Conn. Gen. Stat. § 5-280 to pay such a fee as a condition of employment, provided however, no such payment shall be required of an employee whose membership is terminated for reasons other than non-payment of Union dues or who objects to payment of such fee based on the tenets of a religious sect. The amount of agency service fee shall not exceed the applicable dues payable to the Union. The Union shall comply with the requirements of *Chicago Teachers' Union v. Hudson*, 775 U.S. 292 (1985), and shall indemnify the State and hold it harmless with respect to any failure on the part of the Union to comply therewith.

**Section Five.** The amount of dues or agency service fee deducted under this Article shall be remitted to the Secretary/Treasurer of the Union as soon as practicable after each payroll, along with the 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 Worker's 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. Additional payroll deductions shall also be authorized if approved by the State in advance.

**Section Nine.** The Union shall indemnify the State for any liability or damages incurred by the State in compliance with Sections Two, Four, Five and Six of this Article.

**Section Ten.** There shall be a system of voluntary payroll deduction for the Union's Political Action Fund.

**Section Eleven.** The State will provide the Union with a monthly report of the new hires and separations in the bargaining unit. The report shall contain the employee name, job title and effective date of the action.

#### **ARTICLE 7 - UNION RIGHTS**

The Union shall be provided with a bank of hours to release members on paid time for approved union business leave. For each year of the contract the total number of hours shall be 250. The hours shall roll over from contract year to contract year but will terminate at the termination of the contract.

This bank of hours shall be in addition to paid release time to stewards to investigate and represent members in work place matters and grievance hearings and will in addition to release time for the biennial CSEA, SEIU Local 2001 Convention.

The Union will also be provided space in each work location to post union related information which information shall not be derogatory in nature.

#### **ARTICLE 8 - TRAINING AND EDUCATIONAL OPPORTUNITIES**

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

**Section Two.** Management shall maintain and make available to employees a register of all training programs including dates offered, the frequency of the offering, and the names of instructors, if available as soon as practical in relation to the commencement of such programs.

**Section Three.** The department, working through the Labor-Management Committee, will cooperate in attempting to develop tuition-free or tuition reduced career development courses in the State's higher education system.

The Department shall endeavor to provide or arrange to make available from other sources specialized training opportunities to Lieutenants and Captains at no cost to the employees. Selection to participate shall be done by management.

No employee shall be denied selection to any training conducted by another state agency or outside entity based on inclusion in this bargaining unit except where such training is limited to nonbargaining unit members.

#### **ARTICLE 9 - 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 competitive exam.

**Section Two.** (a) Both the initial and promotional working test period for classes covered by this Agreement shall be one (1) year. (b) A working test period interrupted as the result of extended illness and/or authorized leave of absence of three days or more shall be suspended for such period and will resume when the employee returns to duty and is able to carry out the duties and responsibilities of the position.

**Section Three.** The Working Test Period may, with the approval of the Commissioner of Administrative Services or designee, be extended on an individual basis for a definite period of time not to exceed six months.

**Section Four.** Dismissal during the initial working test period or failure of a promotional working test period shall not be subject to the grievance or arbitration procedure.

#### **ARTICLE 10 - SENIORITY**

**Section One.** For the purpose of computing longevity or length of vacation leave, seniority shall be defined as length of state service including war service. For all other purposes, seniority will be defined as service in rank except where specifically provided otherwise in this Agreement. Ties in seniority shall be broken by total sworn service and then by lot if necessary.

Seniority in rank shall be used to determine vacation selection period and selection of day leave.

**Section Two.** Seniority shall not be computed until after completion of the working test period, whereupon it shall be retroactively applied to include such service.

**Section Three.** State service while working as a provisional or temporary employee shall not accrue until permanent appointment after successful completion of the working test period, whereupon it shall be retroactively applied to include such service.

**Section Four.** Seniority shall only be deemed broken by: (a) termination of employment caused by resignation, dismissal, or retirement; (b) failure to report for five working days without authorization.



## ARTICLE 11 - LAYOFF

Bargaining unit employees shall be laid off by seniority within rank with the least senior employee being laid off first.

Bargaining unit employees shall have the right to bump down into a lower classification in which he or she had attained permanent status and such employee shall have the right to bump an employee in said lower classification in the bargaining unit with less total service in that rank.

Employees with permanent status in classifications outside of the bargaining unit, may bump into a position in another unit only if there is an existing vacancy in that lower classification.

However, during the term of this agreement, July 1, 2016 through June 30, 2021, no bargaining unit member shall be laid off.

## ARTICLE 12 - GRIEVANCE PROCEDURE

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

**Section Two.** Grievances shall be filed on mutually agreeable forms which specify the facts; the issue; the date of the violation alleged; whether the alleged violation is on-going; the contract provision alleged to control the situation; and the remedy and relief sought.

In the event the form filed is unclear or incomplete and not in compliance with this section, the State employer shall make its best efforts to respond to the grievance as he/she understands it.

When a dispute is settled or resolved through the grievance procedure, the Union will receive notice within ten days as to the date when the employee will be made whole.

**Section Three.** A Union representative, with or without an aggrieved employee may submit a grievance and the Union may submit an Institutional or general grievance on its own behalf. An employee can adjust his or her own grievance and when an employee or group of employees elects to submit a grievance without Union representation, the Union's representative shall be notified of the pending grievance, shall be provided a copy of the grievance and shall have the right to be present at any discussions of the grievance. If the employee does not wish to have a steward present, he shall state so in writing after consultation with the steward. The steward shall not then 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 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, agreed that the parties will attempt informal resolution of all disputes to avoid the formal procedures.

**Section Five.** A grievance shall be deemed waived unless submitted at Step 1 within 30 days from the date of the cause of the grievance or within 30 days from the date the grievant or Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance.

Nothing in this section shall diminish the right of the grievant or the Union to pursue and obtain a prospective remedy for any continuing or ongoing violation.

**Section Six. Step 1.** A grievance may be submitted within the specified time line to the Agency's Labor Relations Unit. Within 14 days of the receipt of the grievance, a meeting will be held with the employee or the Union and written response issued within five days thereafter. Serious discipline as defined in the Discipline Article of this Agreement shall be filed directly to Step 2 of the grievance procedure.

**Step 2.** An unresolved grievance filed at Step 1 may be appealed to the Director of Labor Relations or designee within seven days of the receipt of the Step 1 answer or within 45 days of the filing of the grievance if there is no Step 1 response. The Director or designee may hold a conference within 30 days of the receipt of the grievance and issue a response within 15 days of the Step 2 conference. Failure to submit the grievance within the above time limit shall be deemed a waiver of the grievance.

**Step 3 Arbitration.** An unresolved grievance may be submitted to arbitration. The submission must be made in writing within 40 days of the Step 2 response or if there is no step 2 response within 110 days after the submission to Step 2. Failure to make a timely submission to Step 2 constitutes a waiver of the right to arbitration. Submission to arbitration may be made by the union or the State, but not by an individual employee(s) except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension if not less than five working days.

**Section Seven.** For the purpose of the time limits in this Article, days shall mean calendar days unless otherwise specified. The parties by mutual agreement may extend time limits or waive any or all of the steps cited in this Article.

**Section Eight.**

(a) The parties shall mutually select three arbitrators who will hear cases on an alphabetically alternating basis unless otherwise agreed. Submission to arbitration shall be by letter, postage prepaid, addressed to the Director of labor Relations or designee with a copy to the Commissioner of the Agency or designee.

(b) The expenses for the arbitrator's services and for the hearing shall be shared equally by the State and the Union or in dismissal 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 the party submitting to arbitration.

(c) 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 appointment.

In cases of dismissals, demotions or suspensions in excess of five days, either party may arrange for a stenographic transcript and that party shall bear the cost.

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

(d) 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 60 calendar days prior to the date a grievance was submitted at Step 1. This does not alter or vary the time limit for filing a grievance under Section Five. The arbitrator shall render his decision in writing no later than 30 calendar days after the conclusion of the hearing unless the parties jointly agree otherwise. Failure on the part of the arbitrator to render his decision in 30 days will result in his removal from the panel upon the motion of either party.

(e) The arbitrator's decision shall be final and binding upon the parties in accordance with the Connecticut General Statutes section 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest. The parties intend that all arbitration decisions except as otherwise stated above shall be reviewable in accordance with the standards established by the United States Supreme Court in *United Steelworkers of America v. Enterprise Wheel and Car Corp.*, 363 U.S. 593 (1960).

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

- (a) The decision to lay off employees;
- (b) The decision to establish a new bargaining unit position provided, however, this clause shall neither enlarge nor diminish the Union's right, if any, to negotiate on the impact of the decision;
- (c) Compliance by the State employer with health and safety standards, laws, or regulations imposed by State or Federal law;
- (d) Any incident which occurred or failed to occur prior to the effective date of this Agreement;
- (e) Disputes over claimed unlawful discrimination in violation of the Non-Discrimination Article of this Agreement 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;
- (f) Any inherent management right not restricted by a specific provision of this Agreement.

**Section Ten.** The existing procedures for handling appeal of rejection from admission to examination and disputes over reclassification shall remain in force, except that the final step of the reclassification procedure shall be the same as the final step in the appeal of rejection from admission to examination.

**Section Eleven.** The parties will cooperate in consolidating for a hearing by a single arbitrator two or more grievances arising out of the same or similar fact situations or involving the same issues of contract interpretation or both.

**Section Twelve.** A reasonable time before a scheduled arbitration hearing (usually 5-15 days), either party, upon request in writing, shall be entitled to receive (1) a list of witnesses which the other party intends to call, and (2) relevant documentary evidence in the possession of the party, e.g., statements of witnesses, log entries, incident reports, photographs.

**Section Thirteen.** The parties agree the grievance and arbitration procedure to be a private matter and therefore not open to the public or the media.

### **ARTICLE 13 - DISCIPLINE**

**Section One.** No permanent employee who has completed the working test period shall be reprimanded, demoted for disciplinary reason suspended or dismissed except for just cause. Except as may be otherwise provided in section five, the just cause standard shall apply to any action the Department designates as disciplinary.

**Section Two.** The parties recognize the deterrent value of disciplinary action. Accordingly, wherever appropriate, the Department will follow these guidelines:

Take prompt corrective action within a reasonable time after discovery of substandard performance or improper conduct;

Apply discipline with a view toward uniformity and consistency of punishment;

In the area of inefficient or incompetent performance, oral reprimands and constructive criticism should ordinarily precede formal disciplinary procedures; provided however, no such warning is necessary for neglect of duty insubordination or willful misconduct.

Nothing in this section shall prohibit the employer from bypassing progressive discipline when the nature of the offense requires or from applying disciplinary action to differing degrees. The failure of the employer to apply progressive discipline in any case shall not by itself be deemed arbitrary, capricious or discriminatory.

**Section Three. Work Now Grieve Later.** The Connecticut State Police is a paramilitary organization, and it is the duty of every member to obey every lawful command or order issued orally or in writing, and failure to do so may result in a breakdown in discipline and serious consequences. Orders must be obeyed and grievance procedures invoked later. Any member of the Connecticut State Police who fails to carry out orders or comply with rules, regulations, or instructions is subject to disciplinary action. If an employee challenges the legality of an order, such order shall be reduced to writing as soon as practical.

**Section Four. Notice of Discipline.** (a) After a management decision is made to impose discipline, but prior to its formal imposition, the Department will meet with the employee and the Union to discuss the contemplated discipline unless the employee waives Union representation in writing. At least five (5) days prior to such meeting a copy of the Internal

Affairs Report, if any, shall be provided to the employee. If there is no mutual agreement regarding discipline within five (5) days of the meeting, the employer shall give formal notice of the imposed discipline to the extent provided in the State law or regulations.

- (b) The following actions constitute serious discipline:
  - (1) Dismissal
  - (2) Demotion
  - (3) Suspension
  - (4) Transfers
  - (5) Loss of off-duty use of car for a period of more than 15 days.

**Section Five. Disciplinary Transfers.** Disciplinary transfers are defined as transfers from command but shall not include reassignment within a command.

Transfers which have been designated as disciplinary shall be subject to the “just cause” standard. In cases of transfer not designated as disciplinary if the Union establishes that a substantial motive for transfer was disciplinary, the “just cause” standard shall apply. In all other cases not designated as disciplinary, the arbitrator shall not substitute his/her judgment for that of the Employer.

**Section Six. (a)** Placement of an employee on a paid leave of absence shall be governed by Regulation §5-240-5a to permit investigation. Provided, however, nothing shall preclude an employee from electing to be placed on an unpaid leave of absence for up to thirty (30) days. In such event, the employee may draw accrued vacation pay. The Department and the Union shall meet on a quarterly basis to discuss the status of all open investigations and the projected time frame for completion.

At the expiration of the thirty (30) day period, the employer may extend the paid leave an additional 30 days pursuant to State Personnel Regulation §5-240-5a or the employee shall be either:

- (1) Charged with the appropriate violation;
- (2) Reinstated and reassigned to other duties determined appropriate by the appointing authority pending completion of the investigation; or
- (3) Reinstated from leave.

(b) In lieu of a suspension with pay, the Commissioner of the Department of Emergency Services and Public Protection or his designee may suspend an employee’s police powers when the nature of the alleged offense in his view warrants such action or where the employee’s mental or physical fitness for duty is in question. An employee so suspended shall be assigned duties which do not require the exercise of police powers.

(c) The procedures for assignments of officers to alternative duty pending investigation of a shooting incident shall be set forth in the A & O Manual.

(d) The Department shall complete non-criminal investigations with reasonable promptness and shall notify the employee when the Department determines that the investigation as to subject matter and persons involved is closed. Unless mitigating factors can be shown non-criminal investigations conducted at the Troop or District level should be concluded within a reasonable time frame. The Department shall notify the employee that the investigation has been closed, the manner in which it was closed and, upon request, provide the employee with a copy of the investigation and either transcripts of all interviews or copies of the audio tape.

The department shall provide the Union, on a quarterly basis, a list of all non-criminal internal affairs investigations initiated including: IA number, employee name, troop, type of investigation and status.

(e) The Department shall and the Union shall meet on a quarterly basis to discuss the status of all open investigations and the projected time frame for completion.

**Section Seven. (a) Investigative Interviews.** During an investigative interview, the employee shall be accompanied by a Union steward, Union representative, or other bargaining unit employee whom he/she chooses to represent him/her unless he/she waives this right in writing after conferring with the steward. "Representation" means advising the employee but shall not be construed as converting the investigative interview into an adversary hearing.

The Agency recognizes that in accordance with *NLRB v. Weingarten*, 420 U.S. 251 (1975), employees who believe that an interview could lead to possible discipline are permitted to be accompanied by a Union steward, Union representative or other bargaining unit employee of his or her choice during an investigative interview.

If a Union steward, Union representative or other bargaining unit employee of the employee's choice is unavailable for the investigative interview, the investigative interview shall be scheduled so as to give the employee an opportunity to have the representative of his/her choice available, so long as the selection of a Union steward, representative or other bargaining unit employee does not cause undue delay or hardship.

When the employer believes that the substance of an investigative interview is likely to lead to criminal charges, the employee will be advised of his/her constitutional rights and shall be granted his/her privilege against self-incrimination.

In cases in which the facts, in a claim against an employee, if proven, would constitute criminal behavior, the employee may refuse to answer questions on the grounds that the answer would tend to incriminate him/her. If the facts alleged would not constitute a crime, if the employee at first refuses to answer questions on the grounds of self-incrimination, the employer may specifically order him/her to do so, in which case the employee shall be required to answer, but the answer will be treated as involuntary and may not be used in any way in a criminal proceeding against him/her.

No recording or transcription will be made without the knowledge of all participants in the investigative interview.

(b) A written explanatory may be utilized in lieu of an investigatory interview. In such instances notice shall be given on the written directive for such explanatory as to the employee's right to confer with a union representative prior to responding. A reasonable amount of time shall be provided to the employee in which to perfect and submit a written explanatory.

**Section Eight. Suspensions.** Employees who are suspended shall not hold themselves out as State Police Officers, and the period of suspension shall not constitute service for the purpose of computing any pay or benefit and provided in State regulations, except as otherwise provided in Section Six.

**Section Nine. Oral Reprimands.** Where appropriate, oral reprimands shall be given in a manner that will not embarrass the employee before other employees or the public. "Oral reprimands" do not include orders or instructions to a subordinate designed to accomplish an operational goal.

**Section Ten. Polygraphs.** An employee may be requested to take a polygraph test but shall have the right to refuse. Neither the request nor the refusal shall be admissible in any form as evidence in a proceeding under this Article.

Polygraph test results are designed as an aid in the investigative process; accordingly, such results may not be admitted as evidence in disciplinary proceedings unless the employee has waived the confidentiality of the results, in writing.

**Section Eleven. Investigation of Citizen Complaints.** Citizens who complain about the performance or conduct of an employee shall be encouraged to (1) identify themselves, and (2) reduce their complaint to a written statement promptly, normally within ten days. An oral complaint which is not promptly reduced to writing either through a written complaint or the filing of an investigative report which is the Complaint Against Personnel (DPS-678-(c) corroborating the oral complaint shall not be investigated unless it involves a charge of criminal behavior or a charge which the Department is otherwise required by law to investigate.

In the case of noncriminal conduct, a copy of the complaint or initial investigative report will be furnished to the employee at the outset of the investigation, together with the time, if known, of filing the oral complaint, if any. The identity of a citizen complainant requesting anonymity will not be disclosed, except that if the testimony of such complainant is a critical element of the employer's burden to establish just cause for discipline, such identity will be disclosed during the course of informal proceedings prior to formal notice of discipline.

The underlying nature of a complaint will be made known to the affected employee without modification of any existing language in this article.

Internal Affairs investigations with a disposition of 'Exonerated, unfounded or Not Sustained' will be excluded from the employee's official personnel file. This will include DPS- 678-C.

**Section Twelve. Violation of the No Strike Article.** In the event that the State imposes dismissal or other discipline for breach of the No Strike Article and the State establishes that the employee breached the No Strike Article, the arbitrator shall have no power to alter or modify the discipline imposed.

**Section Thirteen. Access to information.** During the course of informal proceedings prior to notice of formal discipline and during the course of the grievance procedure prior to arbitration, the State will share information with the Union and the employee consistent with the Union's entitlement as exclusive bargaining agent and with a view toward reaching agreement on the discipline being imposed.

#### **ARTICLE 14 - HOURS OF WORK**

Bargaining unit members shall work a five day on, two day off, four day on, three day off schedule with the work days generally falling on Monday through Friday on the day shift.

The regular work day shall be nine hours or nine and one-quarter hours with one-half hour at the beginning of the day and at the end of the day for travel to and from work. Bargaining unit employees shall average forty hours a week of work over an eight week period.

Bargaining unit members shall not be entitled to any overtime pay and may only earn Compensatory Time as provided for in a separate Article under this agreement. The Union agrees not to seek overtime provisions in any successor contract to this Agreement.

#### **ARTICLE 15 - COMPENSATORY TIME**

All bargaining unit members shall be deemed to be exempt from overtime payments.

The Commissioner of The Department of Emergency Services and Public Protection may grant compensatory time for extra time worked at the rate of time and one-half by bargaining unit members for these unique situations provided it conforms to the following criteria:

1. The bargaining unit member must receive **written authorization in advance** to work extra time by the Agency Head or his/her designee in order to record the extra hours as compensatory time. The authorization must include the employee's name and outline the reason(s) for compensatory time. Proof of advance authorization must be retained in the employee's personnel file for audit purposes. In cases of emergencies, oral authorization or immediate activation shall suffice as circumstances dictate and recordation will be confirmed afterwards by a written authorization.
2. The amount of extra time worked must be significant in terms of total and duration.
3. Extra time worked must be completed at an approved work location or at the scene of an incident.
4. Compensatory time shall not accumulate by omitting lunch hours or other changes that do not extend the employee's normal workday.



5. Compensatory time shall not accumulate for travel or commuting purposes to a regularly scheduled shift but shall accumulate if associated with approved compensatory time such as a call out outside of a regularly scheduled work day.
6. The number of extra hours worked and the compensatory time taken must be recorded on the appropriate time sheet and maintained by the Agency. In no case shall an employee be permitted to take compensatory time before it is earned.
7. Compensatory time earned during the twelve months of the calendar year must be used by the end of the succeeding calendar year and cannot be carried forward.
8. In no event will compensatory time be used as the basis for additional compensation and shall not be paid as a lump sum at termination of employment.

#### **ARTICLE 16 - TEMPORARY SERVICE IN A HIGHER CLASS**

**Section One.** An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first consecutive working day, be paid for such work retroactive to the first such day at the rate of the higher class as if promoted thereto, provided such assignment is approved by the Commissioner of Administrative Services or designee.

**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 working days.

**Section Three.** An appointing authority making a temporary assignment to a higher class shall issue the employee written notification of the assignment and shall immediately forward the appropriate form seeking approval of the assignment from the Commissioner of Administrative Services or designee in writing.

**Section Four.** If, on or after the thirty-first consecutive working day of such service, the Commissioner of Administrative Services or designee 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 or designee 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.** Temporary assignments to a higher class for periods of thirty working days or less shall not be utilized to defeat the basic contractual obligation herein.

**Section Seven.** Service in a higher classification under this section shall not constitute permanent status in such class.

**ARTICLE 17 - COMPENSATION**  
**Section One. General Wage increases.**

**(a) Effective first day of pay period following July 1, 2016 and continuing through June 30, 2019**

Step	Class	Years in Grade	Total Annual
1	Lieutenant	0-3 as Lieutenant	\$120,518
2	Lieutenant	3-5 as Lieutenant	\$124,762
3	Lieutenant	5+ as Lieutenant	\$129,005
1	Captain	0-3 as Captain	\$135,795
2	Captain	3-5 as Captain	\$140,039
3	Captain	5+ as Captain	\$144,282

**(b) Effective the first day of the pay period following July 1, 2019, each salary level in each covered classification, namely Lieutenant and Captain shall receive a 3.5% increase.**

Lieutenant 0-3 years in rank \$124,736 3+ years in rank \$ 129,129 5+ years in rank \$133,520

Captain 0-3 years in rank \$140,548 3+ years in rank \$144,940 5+ years in rank \$149,332

**(c) Effective the first day of the pay period following July 2020, each salary level in each covered classification, namely Lieutenant and Captain shall receive a 3.5% increase.**

Lieutenant 0-3 years in rank \$129,102 3+ years in rank \$133,649 5+ years in Rank \$138,193

Captain 0-3 years in rank \$145,467 3+ years in rank \$ 150,013 5+ years in rank \$154,559

**Section Two. Lump Sum Payments.**

Effective in July 2016, each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the July, 2016-June 30, 2017 contract year.

Effective July 2017, each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the July 1, 2017-June 30, 2018 contract year.

Effective July 2018, each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the July 1, 2018-June 30, 2019 contract year.

Effective July 2019, each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the July 1, 2019 to June 30, 2020 contract year.

Effective July 2020, each bargaining unit employee at every salary level in each classification, namely Lieutenant and Captain, shall receive a 2% lump sum payment calculated on the salary levels for the July 1, 2020 to June 2021 contract year.

**Section Three. Movement through Classification salary levels.**

In each of the first three contract years of this contract, namely, 2016-2017; 2017-2018, and 2018-2019, no employee will move to a higher salary level within his or her classification. However, each bargaining unit employee in each classification will continue to accrue years in rank.

Commencing July 1, 2019, each bargaining unit employee in each classification will advance to the salary level in each classification that corresponds to each employee's years in rank as of July 1, 2019. In addition, during the contract year, July 1, 2019 to June 30, 2020, each employee in each classification whose years in rank qualifies that officer for advancement to a higher salary level shall move to that salary level effective the first full pay period following the date of their appointment to the applicable rank in accordance with the 0-3, 3+ and 5+ salary levels.

In contract year July 1, 2020 to June 30, 2021, each bargaining unit employee in each classification whose years in rank qualifies that officer for advancement to a higher salary level shall move to that salary level effective the first full pay period following the date of their appointment to the applicable rank in accordance with the 0-3, 3+ and 5+ salary levels.

**Section Four. Payments to officers in 2018-2019.**

In July of 2018, each bargaining unit employee in the classification of Lieutenant and Captain shall receive a \$2,000 lump sum payment.

**Section Five. Furlough days July 2017-2018 contract year.**

In the 2017-2018 contract year, in lieu of furlough days pursuant to the SEBAC Agreement, effective July 1, 2017, and for each month during the 2017-18 contract year, bargaining unit members shall have a reduction of one-quarter of a day sick leave.

**ARTICLE 18 - TUITION REIMBURSEMENT**

Tuition reimbursement for up to nine credits per semester. Reimbursement at the rate of 100% for tuition and lab fees for credits at a community college and reimbursement up to 85% of the per credit rate at the University of Connecticut for any undergraduate and/or graduate credits.

\$5000 in each contract year shall be available for reimbursement to bargaining unit members for tuition reimbursement and if funds in any year are not sufficient, distribution to eligible employees shall be on equal pro rata basis. Funds shall carry over from contract year to contract year but the funds shall expire upon termination of the contract.

## ARTICLE 19 - CONFIDENTIAL EXCLUSIONS

A maximum of three (3) confidential exclusions from the complement of Lieutenants and Captains may be claimed at any given time by the Department during the term of this Agreement and the Department may designate the assignments to which the exclusions may be assigned.

## ARTICLE 20 - METHOD OF SALARY PAYMENT

**Section One.** The Department of Administrative Services or its designee(s) will continue to make the initial determination whether an injury or illness is or is not job-related. If the decision is that an injury or illness is job-related, the Commissioner of The Department of Emergency Services and Public Protection or his designee(s) shall determine whether the injury or illness was incurred while performing duties as referred to in CGS Section 5-142(a). These decisions shall not be subject to the grievance and arbitration procedure, nor shall this Agreement in any way enlarge or diminish the rights of the parties under the Workers Compensation laws.

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

**Section Three. Overpayments.** (a) When the employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons therefor. 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 the employee agree to some other arrangement (i.e. an employee who was overpaid by \$5.00 per pay period for six months shall refund the employer at the rate of \$5.00 per pay period for six months).

(b) In the event the employee contests whether he/she has actually overpaid, the employer shall not institute the above refund procedure until the appeal is finally resolved.

## ARTICLE 21 - INDEMNIFICATION

**Section One.** The State Employer will continue to indemnify persons covered by this Agreement to the extent provided in Section 4-165, 29-8a and 53-39a of the Connecticut General Statutes.

**Section Two.** The State shall provide uninsured/underinsured coverage for the State Fleet Insurance of \$1,000,000. Accordingly, the State shall provide such uninsured/underinsured coverage to all State Police Lieutenants and Captains under the State Fleet Insurance Policy in the amount of one million dollars. (\$1,000,000). The parties agree that the State will cover Lieutenants and Captains in all instances where they are injured by a motor vehicle when the Lieutenant or Captain is outside of his/her assigned vehicle.

## ARTICLE 22 - GROUP HEALTH INSURANCE

The terms and conditions of the health insurance coverage for employees covered by this agreement are the subject of a separate agreement between the parties.

### **ARTICLE 23 - RETIREMENT**

The terms and conditions of employee retirement benefits are the subject of separate negotiations and a separate agreement between the parties.

### **ARTICLE 24 - CIVIL LEAVE**

If a court appearance arises out of or is required by or on behalf of the State during the employee's regular work day, the employee shall be granted time off with pay.

### **ARTICLE 25 - JURY DUTY**

An employee who is called to serve as a juror shall receive his/her regular pay, less any pay received as juror, for each work day served on jury duty.

Upon receipt of a notice to report for jury duty, the employee shall inform the appropriate departmental official. The Department may request that the employee be excused or exempted from jury duty.

Time spent on jury duty shall not be considered time worked for the purpose of completing a Working Test Period.

### **ARTICLE 26 - MILITARY LEAVE**

A full time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training, provided such leave does not exceed two (2) calendar weeks in a year. Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. During such leave the employee's position shall be held, and the employee shall be credited with such time for seniority purposes.

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

The provisions of this section shall supersede § 5-248(c) and 27-33 of the Connecticut General Statutes and the appurtenant regulations.

### **ARTICLE 27 - 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 leave. Upon expiration of paid leave, the employee may request, and shall be granted, a leave of absence without pay and with position held. The total period of leave of absence with position being held shall not exceed six (6) months following the date of termination of the pregnancy. A request to continue on a leave of absence must be in writing. Such requests may be granted for an additional period

not to exceed three (3) months. If granted, the position may or may not be held for the extended period, subject to the appointing authority's decision.

**Section Two.** Up to five (5) days of paid leave, deducted from sick leave will be provided to an employee in connection with the birth, adoption or taking custody of a child.

**Section Three.** The parties agree to be bound by C.G.S. §5-248a and its appurtenant regulations and any amendments thereto. An employee who is granted a statutory nondisability leave may request and shall be granted the financial benefits of accrued vacation leave, personal leave and/or compensatory time during the period of statutory leave; however, such time, if taken during the period of statutory leave, shall not be utilized to extend the same leave for a period in excess of that described in the request for such leave or the statutory maximum.

Holidays which occur during the period covered by the leave provisions of C.G.S. §5-248a shall not be compensated unless the employee is currently utilizing paid vacation, compensatory time or personal leave as may be permitted above and consistent with current practice.

#### **ARTICLE 28 - TRANSFERS**

**Section One.** Transfers within the Agency may be made when the Agency Head or his/her designee determines there is an operational need for the transfer.

**Voluntary transfer:** An employee requesting a transfer shall submit a written request to his/her immediate supervisor who shall forward it to the Agency Head with a recommendation. Transfer requests will be kept on file for twelve (12) months, unless withdrawn in writing by the employee.

**Administrative transfer:** An employee shall be notified in writing at least fourteen (14) calendar days in advance of an administrative transfer, if practicable, and in special circumstances, may request and be granted up to thirty (30) calendar days. The agency will not transfer any employee if the transfer would create an undue hardship.

#### **ARTICLE 29 - VACATION DAY PAYOUT**

The parties agree to continue the practice that upon separation from employment, payments for accrued vacation time and sick leave, will be based on a standard nine-hour workday. Accordingly, each "day" will be computed at nine hours pay.

#### **ARTICLE 30 - VACATION LEAVE SCHEDULE**

The vacation leave accrual schedule shall be as follows:

0-10 years of state service	15 days
11 years	16 days
12 years	17 days
13 years	18 days
14 years	19 days
15+ years	20 days

Vacation leave beyond 15 days is awarded each January 1<sup>ST</sup> for the coming year. This means the employee is entitled to one additional vacation day beginning with January 1 of the year following the time s/he obtains 11 years of creditable service for the purpose of vacation accrual. The maximum accrual shall be 120 days.

Employees promoted into the bargaining unit after 1/1/12, the following vacation leave shall apply:

0-5 years	1 day per month
Over 5 and under 20	1-1/4 days per month
Over 20	1-2/3 days per month

The maximum accrual shall be 60 days for such employees.

Notwithstanding the above, during active service, employees promoted into the bargaining unit after 1/1/12 may accrue up to seventy(70) days of vacation leave for the purpose of using vacation leave. However, such an allowance will not create any obligation to pay out more than sixty(60) days when the employee separates from state service. Accordingly, the maximum accumulation for payout purposes shall remain at sixty(60) days.

#### **ARTICLE 31 - SICK LEAVE, PERSONAL LEAVE OR OTHER PAID OR UNPAID LEAVES OF ABSENCE**

Except where varied in this agreement, the State will continue in force its written rules and regulations with reference to sick leave, personal leave, or other paid or unpaid leave.

Notwithstanding the foregoing, for the contract year 2017-18, in lieu of furlough days, bargaining unit members shall accrue one-quarter less sick days each month, for a total reduction during the year of three (3) sick days. If an employee terminates employment before June 30, 2018 without having provided the full benefit of the reduction, an appropriate adjustment shall be made to his accrual and/or final paycheck.

#### **ARTICLE 32 - PERSONAL USE OF CAR**

There shall be no change to the rules and regulations concerning the personal off-duty use of the assigned state vehicle. See the Policy attached as Appendix B.

#### **ARTICLE 33 - LONGEVITY**

The following longevity payments shall be paid semi-annually in April and October of each contract year with the sole exception that the April, 2018 longevity payment will be delayed and paid instead in July, 2018.

	<b>10-15 YOS</b>	<b>15-20 YOS</b>	<b>20-25 YOS</b>	<b>25 + YOS</b>
Lieutenants	\$700	\$1500	\$2200	\$2800
Captains(includes Lts promoted to Lt before 1-1-12 who are later promoted to Captain)	\$800	\$1700	\$2500	\$3200
Individuals promoted to LT on or before 1/1/2012	Same as above	Same as above	Same as above	Same as above
Individuals promoted to LT after 1/1/2012	\$400	\$800	\$1200	\$1600
Individuals promoted to Captain after 1/1/2012 who were not in the bargaining unit as of 1-1-12.	\$500	\$1000	\$1500	\$2000

No employee hired by the Department of Public Safety after July 1, 2011 shall be eligible for a Longevity payment in this bargaining Unit.

#### **ARTICLE 34 - LABOR-MANAGEMENT COMMITTEE**

**Section One.** The parties agree, that in order to provide a method for promotion of those goals described in the Preamble and for the purpose of addressing future considerations which may affect the continuing climate of harmony and mutual responsibility, there shall be a Labor Management Committee consisting of not more than four designees of the Employer and not more than four designees of the employees represented by the Union.

**Section Two.** Said Committee shall meet no less than quarterly, and shall discuss the application, clarification and aberrant manifestations of terms and conditions of this Agreement, the need to promote a positive relationship between the parties, the efficiency and productivity levels of carrying out the bargaining unit work.

**Section Three.** The Commissioner of The Department of Emergency Services and Public Protection will be available to meet informally with the Union President at reasonable times to discuss problems of mutual concern.

#### **ARTICLE 35 - VACATION AND PERSONAL LEAVE**

**Section One. Maximum Accrual (a)** For employees in the bargaining unit who were Lts or Capts as of 1-1-12, the maximum accumulation of vacation leave shall be 120 days. For any employee entering the bargaining unit after 1-1-12, the maximum accrual shall be sixty (60)



days. As noted in Article 30 of this Agreement, employees promoted into the bargaining unit after 1/1/12 may accrue up to seventy (70) days for the purpose using vacation leave during active service but this allowance shall not create any obligation for the employee to receive a payout of more than sixty(60) days upon separation from state service.

**Section Two. Personal Leave.** In addition to annual vacation, each full-time employee who has completed six (6) months of continuous service shall be granted three (3) days of personal leave with pay in each calendar year. Personal leave shall be for the purpose of conducting private affairs, including the observation of religious holidays, and shall not be deducted from vacation time, sick leave credits or any other leave time. Personal leave days not taken in a calendar year shall not be accumulated.

### ARTICLE 36 - HOLIDAYS

**Section One.** For the purpose of this Article, holidays are as follows:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

The holidays shall be celebrated on days as determined annually by the Department of Administrative Services.

Premium Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. All other holidays are considered non-premium holidays.

#### Section Two.

Each employee whose job does not require him to work on a holiday shall ordinarily receive the holiday off and shall receive his regular week's pay for the week in which the holiday falls.

When employee is scheduled to work on a premium holiday or is called into work on a premium holiday, he shall receive compensatory time at the rate of one and one-half for the hours worked on the holiday in addition to holiday pay for the day. Unused compensatory time accrued in this manner shall not be payable to the officer upon retirement.

When an employee is scheduled to work on a non-premium holiday or is called into work on a non-premium holiday, he shall receive compensatory time. Unused compensatory time accrued in this manner shall not be payable to the officer upon separation from employment.

### ARTICLE 37 - SICK LEAVE

**Section One.** Each full-time eligible employee shall accrue one and one-quarter (1-1/4) days sick leave per completed calendar month of continuous service in accordance with existing practice. Eligible employees shall have unlimited year-to-year accrual of sick leave.

**Section Two.** Employees may use sick leave:

- (a) When incapacitated for duty.
- (b) For medical, dental, or eye examinations, or treatments, for which arrangements cannot be made outside of working hours.
- (c) Death in the immediate family. In the event of death in the immediate family, when as many as three (3) working days leave with pay may be used.
- (d) In the event of critical illness or severe injury of a member of the immediate family who requires the attendance of the employee, provided that not more than five (5) days of sick leave per calendar year shall be granted therefor.
- (e) For going to, attending, and returning from funerals of persons other than members of the immediate family, provided that not more than three (3) days of sick leave per calendar year shall be taken therefor.
- (f) Immediate family means spouse, parent, siblings, children, and also any relative who is domiciled in the employee's household.

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

- (a) Any period of absence consisting of more than five (5) consecutive working days;
- (b) To support request for sick leave of any duration during annual vacation;
- (c) Leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified that a certificate will be required;
- (d) Leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

The Commissioner of the Department of Administrative Services or the appointing authority may provide a State physician to make a further examination.

**ARTICLE 38 - SICK LEAVE BANK**

**Section One. Definition.** There shall be an Emergency Sick Leave Bank to be used by full-time permanent employees.

**Section Two. Eligibility.** An employee shall be eligible to use sick leave benefits from the bank when:

- (a) The employee has been employed by the State for two (2) or more years.

- (b) The employee has exhausted all sick leave, and personal leave.
- (c) The employee has exhausted vacation leave in excess of sixty (60) days and any other compensatory time.
- (d) The illness or injury is not covered by Workers' Compensation and/or such compensation benefit has been exhausted.
- (e) An acceptable medical certificate supporting the continued absence is on file.
- (f) The employee has not been disciplined for sick leave abuse during the two (2) year period preceding application for the benefit; provided, however, the committee may waive this requirement.

**Section Three. Benefit Amount.** Benefits under this Article shall be paid at the rate of one-half (1/2) day for each day of illness or injury. Payments shall begin on the sixteenth (16th) day after the exhaustion of leave or Workers' Compensation as outlined above. No employee shall be eligible to draw from the bank more than once per contract year; more than two hundred (200) one-half (1/2) days per year of illness or injury; or if the fund is depleted. For this purpose, a day shall be calculated on the basis of nine (9) hours. Employees receiving benefits under this Article shall not accrue vacation or sick leave during the period of eligibility or be eligible for holiday or other paid leave benefits.

**Section Four. Retention of Position.** The Employer shall hold the position for any employee who has been placed on sick leave bank for a period of not less than forty-two (42) calendar days. If an employee remains on the sick leave bank for more than forty-two (42) calendar days, the employee shall provide the employer with at least four weeks' notice of the employee's anticipated date of return. Upon receiving said notice, the employer shall identify an available vacancy in State service, the employer is authorized to fill in which to transfer the employee. Said transfer shall be to an equivalent position with equivalent pay in state service if he/she returns to work within twenty-four (24) weeks of his/her initial placement on the sick leave bank pursuant to C.G.S. Section 5-248a. If no such vacancy exists, the employee shall be placed on a reemployment list for any position within the classification in which the employee held permanent status, or any position the employee is otherwise deemed qualified to fill. This provision shall not preclude agencies from holding the position for longer periods up to and including the actual length of the leave.

**Section Five. The Fund.** The fund has been established through contributions of hours from both the State and employees. Effective on the first day of the payroll period following legislative approval of this contract, each full-time employee employed for two (2) or more years shall contribute nine (9) hours toward the sick leave bank. Said contribution shall be deducted from their individual sick leave balance on such date. Effective that same date, the Employer shall contribute an additional 300 hours to the fund. Nine (9) hours shall be deducted from the sick leave balance of any full time employee who has not made the above contribution when they become a member of this bargaining unit.

If at any time the fund should fall below 100 hours, the Committee shall recommend a contribution from each full-time employee. Said contribution shall not exceed nine (9) hours in any calendar year and shall only be made by mutual agreement of the parties.

**Section Six. Administration of the Program.** An eligible employee requesting use of emergency sick leave may make application on the prescribed form to a Labor-Management committee established to administer the program. Said committee shall be comprised of two (2) members; one (1) from the Employer and one (1) from the Union. The Committee shall have full authority to grant benefits and administer the program in accordance with the guidelines above or as mutually agreed to. When an employee returns to work, or when sick leave benefits have been exhausted, the agency will notify the Committee, in writing, with the total number of hours used by said employee. Time off without loss of pay or benefits shall be granted to Committee members to attend meetings as necessary to administer this program.

The actions or non-actions of the Committee shall in no way be subject to collateral attack or subject to the grievance-arbitration process. The panel shall not be considered a State agency, nor shall it be considered a board or other subdivision of the Employer. All actions shall be taken at the discretion of the Committee, and no requests shall be conducted as contested cases. The parties agree to continue to share in the administration of the bank.

This Article supersedes Regulations §§5-247-5 and 5-247-6.

**Section Seven.** The parties agree that the SLB Committee may, from time to time, make reasonable modifications/accommodations in its rules of operations. When such modifications are to be adopted, the changes shall be approved by the respective parties, signed and dated. If any modifications necessitate Legislative notice of Supersedence, said proposed change shall become effective upon Legislative approval.

#### **ARTICLE 39 - LEGISLATIVE ACTION**

The cost items contained in this Agreement and the provisions of this Agreement which newly supersede pre-existing statutes shall not become effective unless or until legislative approval has been granted pursuant to CGS §5-278 with the proviso that if approval occurs, payment of the economic provisions shall be made within thirty (30) working days from the date of approval and payment shall be retroactive to any such date in this Agreement. If payment is made within said thirty (30) working days, there shall be no obligation to pay any statutory interest on the monies due. 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 40 - SUPERSEDEENCE**

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

**ARTICLE 41 – DURATION**

This agreement covers the period of July 1, 2016 to June 30, 2021. The language changes herein shall become effective upon legislative approval unless stated to the contrary.

Negotiations for a successor agreement to this agreement shall commence within the timetable established under C.G.S. Section 5-276(a) unless otherwise agreed by the parties. The request to commence negotiations shall be in writing, sent certified mail by the requesting party to the other party.

**ARTICLE 42 - PAST PRACTICES**

Any change in or discontinuation of a written or unwritten past practice concerning wages, hours or other conditions of employment not covered by this Agreement shall be subject to a test of reasonableness. The questions of:

- (a) Whether or not there is in fact a valid, current past practice in effect, and
- (b) The reasonableness of the change or discontinuation may be submitted to arbitration in accordance with the provisions of the Grievance and Arbitration procedure Article of this Agreement.

**ARTICLE 43 - SAVINGS CLAUSE**

Should any provisions in this Agreement be found unlawful by a court of competent jurisdiction, at the request of either party, negotiations shall commence solely on any such provision which is a mandatory subject of bargaining.

STATE OF CONNECTICUT

CSEA, SEIU, Local 2001

By



Floyd J. Dugas, Esq.

By



Captain Michael J. Thomas, President  
Commissioned Officers Association

**APPENDIX A**

**PAY PLANS**

**7-1-16 to 6-30-19**

**LIEUTENANTS**

0-3 \$120,518      3+ \$124,762      5+ \$129,005

**CAPTAINS**

0-3 \$135,795      3+ \$140,039      5+ \$144,282

Plus 2% lump sum payments for all bargaining unit members in July of each contract year.

**7-1-19 (1st pay period following)**

**LIEUTENANTS**

0-3 \$124,736      3+ \$129,129      5+ \$133,520

**CAPTAINS**

0-3 \$140,548      3+ \$144,940      5+ \$149,332

Plus 2% lump sum payments for all bargaining unit members in July, 2019

**7-1-2020(1<sup>st</sup> pay period following)**

**LIEUTENANTS**

0-3 \$129,102      3+ \$133,649      5+ \$138,193

**CAPTAINS**

0-3 \$145,467      3+ \$150,013      5+ \$154,559

Plus 2% lump sum payments for all bargaining unit members in July, 2020

## APPENDIX B

### **ADDITIONAL UNDERSTANDING ZERO TOLERANCE POLICY**

This policy is to ensure that State Police Lieutenants and Captains drive their cruisers as safely as possible.

**A. General Statement of Policy**

Pursuant to Sections 14-227a and 14-227b of the Connecticut General Statutes, no officer shall operate a state vehicle while under the influence of liquor or drugs. It is the policy of our department that a zero percent tolerance policy be maintained with respect operating a state vehicle, under the influence of alcohol or drugs, except as otherwise provided.

- B.** The employer shall have the right to direct the employee to submit to a breath test where there is reasonable individualized suspicion, as set forth under Article 40 "Employee Drug Testing."

**C. On Duty**

Except when authorized by the Department for special assignments, an officer shall not operate a state vehicle on duty under the following circumstances:

- (a) The employee is consuming alcohol or drugs.
- (b) The employee has alcohol or drugs in his or her system.

**D. Off Duty**

The parties understand and agree that state vehicles are operated both on assigned duty and at other times and further that all Officers shall be subject to all motor vehicle laws of the State of Connecticut and each Officer will strive to act as an example for citizens of Connecticut and shall not ingest any intoxicants which will impair operation of the said vehicle.

- E.** Exceptions to this policy are that it shall not apply to the legal use of prescription drugs or over the counter medication being taken for any illness or injury, unless the Employee is aware that the consumption of same would render the Employee unfit for duty or operation of a motor vehicle.
- F.** When off duty and called to duty each officer shall disclose to his/her immediate supervisor any aspect of their condition which may potentially place them in violation of this policy. The decision on whether to proceed to duty will be made by the supervisor.
- G.** The parties recognize that if a State Police Lieutenant or Captain is operating a state vehicle and is arrested, and in custody for violation of CGS: 14-227a or 14-227b, the

employee is deemed as a matter of law to have given his/her consent to submit to an approved chemical test (blood, urinalysis or breath test) for the purpose of evaluating their BAC level. The refusal to submit to the requested chemical test shall be deemed an irrefutable presumption by the employee of being under the influence. If an employee refuses to submit to a request for blood (as allowed by law) it shall not be deemed an irrefutable presumption the employee is under the influence.