



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Office of Labor Relations

April 22, 2014

GENERAL NOTICE NO. 2014-11

TO: Labor Relations Designees

SUBJECT: Correctional Supervisors (NP-8 Unit) Contract Changes

Enclosed are the economic provisions and the language changes contained in the 2012-2015 Correctional Supervisors (NP-8 unit) contract, which became effective April 10, 2014 as a result of legislative approval.

ARTICLE 9, PERSONNEL FILES

Section 6. NEW (d) Counseling or coaching letters shall not be placed in a personnel file.

ARTICLE 11, TUITION REIMBURSEMENT

Section 1. Employees are eligible for tuition reimbursement for a maximum of **three (3) courses** or twelve (12) credits or the equivalent per year.

ARTICLE 12, WORKSHOP & CONFERENCE FUND

Section 3. NEW . . . An employee may use the fund once in a two year period for an expenditure of more than \$600 but less than \$1200. Use of the fund for expenditures less than \$600 will not entitle the employee to use the fund for an additional expenditure over \$600 (no carry over credit).

ARTICLE 13, TRAINING

Section 6. New facility orientation. An employee who is transferred to a new facility shall receive a two-week facility orientation and training, except the orientation and training shall be only one week if he/she had previously worked in that facility within the last five years.

NEW Section 7. Employees newly promoted into the bargaining unit shall receive a two-week facility orientation and training.

Employees promoted within the bargaining unit shall receive a one-week facility orientation and training except that the orientation and training may be up to two weeks if the employee was promoted from a different facility and he/she requests additional orientation/training that is approved by the facility administrator.

ARTICLE 16, ORDER OF LAYOFF & REEMPLOYMENT

Section 3.

NEW When the closing of a facility will be causing layoffs and/or transfers, the affected employees at the closing facility shall be allowed a ten (10) day period to place their names on the existing transfer list and shall be eligible for transfer as of the end of the ten day period, notwithstanding the normal transfer list deadlines in Article 20.

Section 8. When addressing questions of positions to be considered as comparable the **2011** comparability listings promulgated by the Department of Administrative Services (DAS) ~~dated October 1995~~ shall be utilized. As new classifications are established or existing classifications are restructured DAS shall identify the proper and appropriate comparability for these new/restructured classes using the same or similar criteria utilized for the **2011** ~~October 1995~~ comparability tables.

ARTICLE 17, GRIEVANCE PROCEDURE

Section 2. Format. Grievances shall be filed on mutually agreed forms which specify:

(a) the name of the affected employee(s) and the agency and work location(s); . . .

The union representative or steward shall make his/her best effort to clearly and completely fill out the grievance form and to include the specified information. In the event a form filed is unclear or incomplete and not in compliance with this Section, the State employer shall make his/her best efforts to handle the grievance as he/she understands it.

Section 9. Arbitration Process. (a)

NEW Second Paragraph: In an effort to improve arbitration scheduling, the parties, through their respective designees, shall meet **quarterly or as needed** regularly to schedule those grievances submitted for arbitration per Section 9(a). The scheduling meeting will involve assigning the designated grievance(s) to the identified arbitrator on a date provided by that arbitrator as being available. The scheduling meeting may involve other CSEA represented units, **if the parties so agree** if the same arbitrator is on more than one panel. This shall not preclude the use of the existing scheduling process when there are a limited number of pending cases to be scheduled. **When scheduling grievance(s) with the identified arbitrator, the parties will endeavor to expedite cases of dismissals, demotions or other cases as mutually agreed.**

[Note: This provision was from the Memorandum of Understanding - Grievance Procedure]

ARTICLE 19, HOURS OF WORK, WORK SCHEDULES AND OVERTIME

Section 1. Work Schedule. (a)

NEW (2) Meal Breaks. All facility employees shall be granted up to twenty (20) minutes without loss of pay during each work shift during which they may eat their lunch. Employees are required to respond to facility incidents if necessary during such period.

[Note: This provision was moved without change from Article 27.]

Section 3, Seventh paragraph

At the start of each quarter, all employees who volunteer for overtime shall start with zero (0) hours. Employees will be credited with the number of hours of overtime worked and the number of overtime hours which were refused or for which “no contact” could be made. For purposes of calculation, a refusal or “no contact” shall be credited as **seven (7) eight (8)** hours.

ARTICLE 21, COMPENSATION

Section 1. General wage increases.

2012-13	No general wage increase
2013-14	2% effective 9/20/13 (the start of the 10/1/13 pay period)
2014-15	3% effective 6/27/14 (the start of the 7/1/14 pay period)

Section 8. Annual Increments.

2012-13	No annual increments
2013-14	AIs delayed 3 months to the pay periods which include October 1 (for those with July increments) or April 1 (for those with January increments).
2014-15	AIs in accordance with existing practice.

There was also a language change to move the July 1 increments to June 30 and the January 1 increments to December 30, beginning June 30, 2013. The effect is that the July AI employees will receive an increment at the time of 6/30/15 contract expiration without waiting for the successor contract and there may be a future impact if the 30th falls in a different pay period than the 1st.

Section 9. Maximum Rate Employees. Effective June 28, 2002 and thereafter, those employees at the maximum rate of the salary schedule and those employees who will exceed the maximum rate of the salary schedule because of the receipt of an annual increment, shall receive a salary adjustment, which exceeds the salary maximum, in the form of a lump sum payment. Lump sum payments will be effective on the employee's annual increment or anniversary date and, unless otherwise specified, shall be paid in any year in which annual increments are paid and on the same date(s). The value of the lump sum payment shall be two and one half percent (2½ %) of the employees annual salary.

[Note: The lump sum payments are to be treated the same as the increments, i.e. not paid in 2012-13, delayed 3 months in 2013-14 and paid on time in 2014-15.]

ARTICLE 32, HOLIDAYS

Section 9. Captains and Counselor Supervisors shall be covered by Sections 1, ~~and 2~~ and 7 of Article 32 and the following provision: . . .

[Note: Section 7 allows employees to cash out up to 100 hours of accrued holiday compensatory time in a calendar year.]

ARTICLE 40, LABOR MANAGEMENT COMMITTEE

Section 2. Said committees shall meet as mutually agreed provided an agenda of proposed topics is submitted at least one week in advance. ~~necessary and shall discuss application, clarification and aberrant manifestations of terms and conditions of this Agreement as well as improvement of the parties' relationships.~~

Section 3. ~~Topics such as, but not limited to sexual harassment, violence in the work place, etc. shall be an appropriate topic for the labor management committee.~~

ARTICLE 42, DOMESTIC PARTNER BENEFITS

Deleted.

ARTICLE 46, CLASS REEVALUATIONS

Section 3. The Director of Labor Relations or designee shall judge the appeal only with respect to the following: . . .

(b) Having found a substantial change in job duties, then **the parties will meet and discuss the class through interim bargaining and, if necessary, arbitration.** ~~class shall be presented to the Objective Job Evaluation Committee for evaluation. The State will schedule a Master Evaluation Committee hearing within 60 days. If the Master Evaluation Committee assigns additional points to a classification, the parties will meet and negotiate additional compensation for that classification.~~

Section 4. In any arbitration case arising from a denial of an appeal by the Director of Labor Relations **or as a result of the discussions under Section 3,** a mutually agreed upon arbitrator or permanent umpire, who shall be experienced in public sector position classification and evaluation, shall render a decision on the criteria set forth in Section Three above. Pay comparability for equal work in other jurisdictions or outside the scope of this Agreement shall not be a basis for the arbitrator's or umpire's decision hereunder.

ARTICLE 52, DURATION

This agreement shall be effective July 1, **2012** ~~2008~~ and shall expire on June 30, **2015** ~~2012~~. On or after the date described in Connecticut General Statutes Section 5-276a(a), either party may request the other to negotiate a successor agreement by mailing such request to the other party, whereupon negotiations shall commence as soon as practicable, with a view toward concluding negotiations on or before May 1, **2015** ~~2012~~.

ARTICLE 53, EMPLOYEE DRUG TESTING/SCREENING

Section 3. Testing.

(a) **Laboratory** - A facility certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs shall be used for the testing provided for in this article. ~~Prior to advertising the RFP for such services, the Department will ask the Union for their comments and suggestions on the RFP. . . .~~

Section 4. Random Drug Testing. (a) All bargaining unit members will be subject to random drug testing. Such testing will be done during an employee's on duty hours. An employee may **not only** be tested **under this Section more than** once per contract year.

(b) Upon notification that an employee is scheduled for Random Drug Testing such employee will appear as required at the location specified for drug testing. The random selection shall be made by computer-generated numbers for each bargaining unit employee covered by this Agreement. ~~Such computer-generated program shall be performed by an outside contractor hired by the Department after consultation with the~~

MEMORANDUM OF UNDERSTANDING - GRIEVANCE PROCEDURE

~~Deleted~~ [Memorandum about pre-2001 and pre-2005 grievances]

MEMORANDUM OF UNDERSTANDING - GRIEVANCE PROCEDURE

~~Deleted~~ as MOU and incorporated into Article 17 [Memorandum on grievance scheduling]

MEMORANDUM OF AGREEMENT - SCOPE

Deleted [Note: The deletion does not affect the SCOPE provisions in the SEBAC 2011 Revised Agreement.]

MEMORANDUM OF UNDERSTANDING - ARTICLE 42, DOMESTIC PARTNER BENEFITS

Deleted.

Employees with questions concerning this information should contact their agency human resources office. Agency Labor Relations Designees with questions should contact Ellen Carter at 860-418-6218 or at ellen.carter@ct.gov.



Linda J. Yelmini
Director of Labor Relations