

CONTRACT

BETWEEN

STATE OF CONNECTICUT

AND

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

**SOCIAL AND HUMAN SERVICES
(P-2) BARGAINING UNIT**

EFFECTIVE JULY 1, 2021 EXPIRING JUNE 30, 2025

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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 Locals 269, 714 and 2663 of Council #4, **AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**, hereinafter called "AFSCME" or the "Union", hereby agree as follows:

ARTICLE 1 RECOGNITION

Section One. The State recognizes the Union for the purpose of collective bargaining as the exclusive representative of all the employees in the unit certified by the Connecticut State Board of Labor Relations in Case No. SE-4723, Decision No. 1686 D, issued January 10, 1979, including employees hired as Federal Grant Participants and, subject to the terms of Article 3, probationary, temporary, durational, provisional and permanent part-time employees.

Section Two. Definitions. (a) A permanent employee is an employee who has completed the initial working test period and, if the position is competitive, has been appointed from a certified list.

(b) A temporary employee is an employee who has been hired to fill a temporary, seasonal or emergency position.

(c) A durational employee is an employee who has been hired to fill one of the following types of positions: a position of an individual who is on workers' compensation leave; a position of an individual who is on an extended paid or unpaid leave; or a position created for a specially funded program of a specified term.

(d) A provisional employee is an employee who has been appointed to a permanent position pending State examination or examination results.

(e) A nonpermanent position is a temporary, emergency or seasonal position.

(f) A permanent position is any position which is not a temporary, emergency or seasonal position.

Section Three. This Agreement shall pertain only to those employees whose job titles are included in the Social and Human Services (P-2) unit, who work twenty (20) or more hours per week, and shall not apply to nonpermanent employees appointed to nonpermanent positions.

Nonpermanent employees appointed to permanent positions are covered by this Agreement; this includes employees on initial working test period who are in permanent positions. However, application of this Agreement to temporary or durational appointees is subject to the limitations of Article 3.

Section Four. Nothing in this Article shall be read or interpreted to restrict the State from exercising its prerogatives under C.G.S. 5-270(g) concerning the exclusion of managerial employees from collective bargaining. Any disputes concerning this issue of managerial designations shall be within the exclusive jurisdiction of the Connecticut State Board of Labor Relations to resolve.

Section Five. Item #1 of Appendix A - Cross Unit Handling of Durational Positions and Temporaries, as set forth in SEBAC 2017, is incorporated herein.

ARTICLE 2

ENTIRE AGREEMENT

This Agreement, upon legislative approval and ratification, (where applicable), 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

TEMPORARY, DURATIONAL, PROVISIONAL AND PERMANENT PART-TIME EMPLOYEES

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

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

(1) Vacation accrued from hire in accordance with Article 28, use of accrued vacation, and payment of unused vacation upon termination.

(2) Sick leave accrued from hire in accordance with Article 29, and use of accrued sick leave.

(3) Holiday benefits in accordance with Article 27.

(4) Participation in group health insurance provided in accordance with Article 34, subject to any waiting period imposed by the insurance carrier.

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

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

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

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

(1) Vacation accrued from date of hire in accordance with Article 28, use of accrued vacation, and payment of unused vacation upon termination.

(2) Sick leave accrued from date of hire in accordance with Article 29, and use of accrued sick leave.

(3) Holiday benefits in accordance with Article 27.

(4) Participation in group health insurance provided in accordance with Article 34, subject to any waiting period imposed by the insurance carrier.

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

This Agreement entitles a full time durational Federal Grant participant in the Labor Department to three (3) days of personal leave with pay in each calendar year.

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

Section Three. Provisional Employees. Provisional employees, as defined in Article 1, 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 without right of appeal. In other respects, such a provisional employee is subject to the provisions of this Agreement and may utilize all benefits as if initially appointed as a permanent employee.

A permanent employee who is provisionally promoted shall be paid at the rate for the higher class as if promoted thereto.

A provisional employee who is appointed from a certified list to the position in which he/she has served provisionally may have up to six (6) months of satisfactory service credited toward meeting the working test period requirements.

Section Four. Permanent Part-time Employees.

- a. Permanent part-time employees will receive wages and fringe benefits on a pro-rata basis in accordance with existing practice.
- b. In the event that a permanent employee changes from full-time to part-time, or part-time to full-time, s/he shall suffer

no change in value of any time accrued prior to the date of the change.

Section Five. DOL Intermittent Claims Interviewers.

1. Article 41, Section Three of the collective bargaining unit agreement has been activated by virtue of the DOL working Intermittent Claims Interviewers in excess of twenty (20) hours per week.
2. Intermittent Claims Interviewers working for DOL shall be covered by the P-2 bargaining agreement following six (6) months of continuous service, except such intermittent employees may be terminated at anytime by the Employer without the right of appeal.
3. Intermittent Claims Interviewers who work more than twenty (20) hours a week after having been employed six (6) continuous months shall be entitled to fringe benefits in the same fashion as temporary employees (Article 3, Section One).
4. Time served as an intermittent employee shall be credited toward seniority once the employee has completed a working test period in a permanent position provided that there is no break between the period of Intermittent (over twenty hours per week) employment and permanent employment.
5. In defining six (6) months of continuous service, as addressed in item 2, the parties agree that 1044 hours of work must be realized to meet the six (6) months requirement.
6. In determining whether the intermittent employee meets the over twenty (20) hours of work per week requirement, DOL will calculate the hours worked on a quarterly basis. For any quarter where the calculation establishes the intermittent worker exceeded twenty (20) hours, he or she shall be considered eligible and entitled

to benefits per this agreement of the succeeding quarter. Likewise, when the quarterly calculation establishes twenty (20) or fewer hours of work the benefits herein shall not be provided.

7. Holiday pay shall only be provided to intermittent employees when the holiday falls on a day when the intermittent employee has been scheduled to work.

Section Six. Item #1 of Appendix A - Cross Unit Handling of Durational Positions and Temporaries, as set forth in SEBAC 2017, is incorporated herein.

ARTICLE 4

NO STRIKES - NO LOCKOUTS

Section One. Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sickout, or any interference with the mission of any State agency. This Article shall be deemed to prohibit the agreed concerted boycott or refusal of overtime work but shall be interpreted consistent with the provisions of Article 18 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 lockout. Article 5

MANAGEMENT RIGHTS

Except as otherwise limited by an express provision of this Agreement, the State reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives

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

ARTICLE 6

UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

Section Two. The state employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the state within thirty (30) days of the Union providing certification of said authorization to the state. The union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within

ten (10) business days of receipt, the union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

Section Three. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the union's membership rules. Below is the version of the agreement currently available and in use which bargaining unit members are to sign.' Should this language change, the Union will provide the State with an updated version within ten (10) business days, and the State will update online and later-printed versions of this collective bargaining agreement accordingly.

American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction:

I hereby apply for membership in AFSCME Council 4 (hereafter the "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assign to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer. Effective immediately. I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they maybe adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union, subject to the revocation provisions in the General Statutes of Connecticut. For municipal Employees, if the applicable collective-bargaining agreement does not address revocation, then this voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not more than ten (10) days before and not more than twenty (20) days after the end of any yearly period. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. This authorization and assignment shall remain in effect if my employment with the Employer ends and I am later re-employed by the Employer.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, state law may extend favored tax treatment.

Should a bargaining unit member approach the State or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of

a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues. it may invoke Section 4.

Section Four. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, an Agency may request a dues reconciliation not more than twice per contract year.

Section Five. The amount of union dues deducted under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee "as soon as practicable" after the payroll period in which such deductions are made.

Section Six. No payroll deduction of dues 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 retroactively cover the period in question.

Section Seven. Separate checks shall be issued to the Union/appropriate Local by an agency payroll office for dues/fees deductions of employees who are in different Locals but represented by the same bargaining agent.

Section Eight. In the event that any court of competent jurisdiction orders the Employer to pay damages due to proper deduction of Union dues or to rebate to employees any portion of such fees properly deducted pursuant to this Article, the Union agrees to hold the Employer harmless for said damages and deductions by paying the State for said damages and deductions

Section Nine. In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with the process outlined in Section Two above.

Section Ten. New Hires. The State will provide notice to the Union of new members of the bargaining unit as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the same email address that the quarterly report in Section eleven, below, is sent to and shall include the new bargaining unit member's work location.

Section Eleven. Except as otherwise provided by the parties, all new members of the bargaining unit shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. If the Employer chooses, the orientation may be combined with a new hire orientation conducted by the Employer. In such case, the Employer will provide the Union with seven (7) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation. If the employer

chooses not to schedule its orientation within 30 days of an employee's hire, or not to add the Union orientation to the Employer orientation, the Union shall schedule the orientation at its discretion consistent with the Employer's operational needs. The Union orientation will include the Union providing all new employees with a copy of this Agreement.

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 shall furnish the Employer with a list of all employee representatives (stewards) and Union staff representatives authorized to represent employees covered by this Agreement, specifying their jurisdictions, Agency assignment and contact information and shall provide this list to the State quarterly. The Union is charged with maintaining the currency of said list. Steward jurisdiction shall be determined exclusively by the Union. Management may rely on the representation of a steward that s/he is appropriately acting within her/his jurisdiction.

Union staff representatives may be present at Labor-Management Committee meetings and at each and every step of the grievance procedure.

Section Three. AFSCME representatives (staff or steward assigned) 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 give written notice via email of their intended visit and, upon arrival, they immediately give notice of their presence to the supervisor in charge and do not interfere with the performance of duties.

Section Four. Stewards will give written notice via email to their immediate supervisors when they desire to leave work assignments to properly and expeditiously carry out their duties in connection with this Agreement. Permission shall be granted unless the work situation or an emergency demands otherwise. When contacting an employee, the steward will first report to and obtain permission to see the employee from his/her supervisor, and 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 will state the name of the employee involved, his/her location, indicating briefly the general nature of the Union business to be discussed, 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 Union will cooperate to see that stewards confine discussion to the issues involved. Should problems develop, management will bring such to the attention of the Union.

Stewards shall not be authorized to be signatory for the Local Union in any agreement and/or understanding between the union and the employer. The signatory shall be the Local President, or specifically authorized designee, which may, at the president's discretion, include local officers and/or staff representatives. The Management signatory shall be the Commissioner or equivalent of the agency or a management employee specifically authorized by the Commissioner, or in the case of any agreement

and/or understanding requiring the signature of a representative of the Office of Labor Relations.—Any agreement or understanding not signed by authorized signatories shall not be valid.

Section Five. Bulletin Boards. The State will continue to furnish reasonable bulletin board space at each worksite which the Union may utilize for its announcements. In multiple floor buildings this will be interpreted to mean on each floor on which there are bargaining unit members. 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. Access to Information. The Employer agrees to provide the Union, upon written request to the Agency Human Resources Director, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. Within two (2) weeks of receipt of a written request for such information, the Employer shall either provide the information or notify the Union of whether the information is available or not, and the date on which it can be provided. 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 Seven. Union Business Leave. (a) Paid leave shall be granted in the amount of two hundred forty (240) person days per year to Union officials, Stewards, representatives or designees for Union business related functions.

The allocation granted for attendance to the International AFSCME-AFL-CIO convention shall be eighty (80) person days for the year in which this convention is held.

Each contract year, delegates to the Connecticut State AFL-CIO convention shall be granted leave without loss of pay or benefits for the days on which the convention is scheduled. Fifty-one (51) person days shall be granted for this provision.

Leave in the first year may be supplemented by not more than ten percent (10%) of the bank from year two. Leave in the second year may be supplemented by not more than ten percent (10%) of the bank from year three. Likewise, a sum not to exceed ten percent (10%) of the annual bank may be carried over into a succeeding year, but all leave excess shall expire on the final date of this Agreement. A copy of the request shall be provided to the employing agency.

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 except in emergency situations.

(b) Not more than one (1) employee elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year. An extension not to exceed one (1) additional year will be granted upon request to the Undersecretary of the Office of Labor Relations.

Upon return from such leave, the employee shall be offered a position substantially equal to the former position in duties and equal to the former position in pay and benefits at the wage rates in force at the time of return from the leave. If possible, the employee shall be returned to the same location. If that is not possible, the position offered shall be within a reasonable commuting distance and the employee shall be given preference to transfer back to his former work site when there is a suitable vacancy.

Upon return from leave, the employee shall have the right to purchase back retirement credits for the period of the leave provided that, in addition, the employee or the Union contribute the State's share of the cost of such retirement credits.

The period of the leave shall not be deducted from the employees' seniority.

Section Eight. Use of Employer Facilities. (a) The Employer will continue to permit use of certain facilities for Union meetings, subject to operating needs. Requests for use of facilities shall be made in advance to the appropriate agency official. The Union shall reimburse the State for any additional expense, such as security or maintenance costs, incurred as a result of Union use of facilities.

(b) The Employer will continue its practice of permitting the Union to leave handouts in a specified area and to allow the Union to stuff mail boxes where available. Employees will be permitted to carry Union mail between offices and/or departments as long as such activity does not interfere with performance of duties.

Section Nine. Absent emergencies, the President of each P-2 Local will be allowed to attend, without loss of pay, Step II and Arbitration hearings as well as prohibited practice conferences concerning matters emanating from his/her respective Local. If the President is unable to attend, a designee may, without loss of pay, be substituted subject to any operating needs. It is the intent of this Section that in most instances the President will be the person to attend such hearings and the use of designees will be limited to those situations where the President is unavailable.

Local Presidents will also be allowed to attend the Labor Management Committee meetings of their employing agencies. If an agency other than the one which employs the President holds a Labor Management Committee meeting, the President may designate a Local member employed by said agency to attend. Attendance by the President or a designee shall count towards the seven (7) representatives allowed each party at such meetings in accordance with Article 21, Section One.

Section Ten. Superseniority for Stewards. (a)

Layoff. Up to two hundred (200) employees who have served as stewards for at least ninety (90) days shall be viewed as having the highest seniority in their respective classification series within their employing agencies for purposes of layoff.

(b) Transfers. Stewards will not be transferred involuntarily to another agency or facility and will not be reassigned to a new shift except if necessary to meet operational requirements. Such transfers and reassignments shall not be made arbitrarily. Grievances under this section shall be expedited to Step III of the grievance procedure.

**ARTICLE 8
PERSONNEL RECORDS**

Section One. An employee's official personnel file or "personnel record" is defined as that which is maintained at the agency level, or electronically.

Section Two. Subject to agency operating needs, an employee covered hereunder shall, on his/her request, be granted time without loss of pay to examine all materials in his/her personnel file other than pre-employment material or other material that is confidential or privileged under law. An employee, at his or her request, may copy any or all of the material that he/she examines. The agency reserves the right to require its designee to be present while such file is being inspected or copied. If the personnel file is maintained electronically, the employee will be given an electronic verification code to view their personnel file for a period of twenty-four (24) hours.

The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

Section Three. No anonymous material concerning an employee shall be placed in his/her personnel file nor shall new material derogatory to an employee be placed in the file unless the employee has had an opportunity to sign it and has been given a copy of the material. If the employee refuses to sign, a union steward shall sign the material, and the employer will email both the employee and the union representative a copy. Any record of disciplinary action will normally be retained in the official personnel file. Stipulated agreements shall be retained in the official personnel file unless the union and state have agreed otherwise.

An employee may file a written rebuttal to any derogatory materials. Any derogatory material not subsequently merged in a service rating, following the inclusion of said material into the personnel file, shall be voided in the record after eighteen (18) months, unless disciplinary action is taken that is for a similar type situation. For the purpose of this section, voided shall be defined as: 1) documents removed and placed in another non-personnel file, 2) no negative presumption can be drawn from the document and 3) the document is not usable in the future as a reference or a document.

Section Four. This Article shall not be deemed to prohibit supervisors from maintaining notes or records of an employee's performance for the purpose of preparing service ratings.

Section Five. Requests for information contained within a personnel file shall be complied with to the extent required under existing law (e.g. court order, Freedom of Information).

ARTICLE 9

SERVICE RATINGS

Section One. The annual service rating shall be completed at such time as the appointing authority shall determine and otherwise comply with Regulation 5-237-1.

Section Two. A service rating shall be conducted by a management designee who is familiar with the employee's work. If the rater does not have frequent contact with the employee, the immediate supervisor(s) who has frequent contact with the employee and who has the responsibility for the employee's work will be consulted in preparation of the service rating.

Section Three. A rating of unsatisfactory in one (1) category or a fair in two (2) categories shall constitute a rating of less than good. When an employee is rated unsatisfactory in any category, the rating supervisor shall state the reasons, and if practicable, suggestions for improvement. All service ratings of "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 and initialed the report.

For the purpose of deciding eligibility for an annual increment, a single unsatisfactory rating or two (2) category ratings of fair may be considered grounds for denial of such a step.

Only disputes over "less than good" overall service ratings may be subject to the grievance and arbitration procedure. If an employee receives ratings of fair in a given category on two (2) consecutive service ratings, the employee may grieve the second rating. The evaluator bears the burden of demonstrating the appropriateness of said evaluation. Service ratings during the initial working test period are not subject to the grievance and arbitration procedure.

Section Four. 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 inconsistent with the rating. Comments or narratives shall be required only for those

categories with ratings of “less than good”; this shall not preclude the supervisor from including comments which support a category which has been rated “Good”.

No comments will be added to the service rating after it has been signed by the employee.

All employees covered by the agreement shall be given copies of their completed service ratings.

There shall be a uniform service rating report form (PER 125) for all employees covered by the agreement. The form and process used for the employees of DCF (PER-DCF-P2) was established during the contract term of July 1, 1999 – June 30, 2002. The quarterly progress reports for DCF employees shall only be attached to the annual service rating in the event of an overall “less than good”. The employee shall have up to thirty (30) days from date of issuance of a “less than good” quarterly progress report to rebut such report.

Section Five. Annual service ratings shall be completed and signed by the employee not less than three (3) months prior to the employee’s annual increment date. For employees with a January AI date this will be October 1, employees with a July AI date, April 1.

Any annual service rating signed by the employee less than three (3) months prior to his/her AI date shall be satisfactory or better.

Employees will receive written notice of a denial of an annual increment. Such notice shall be issued within two (2) weeks after the employee has signed the rating.

An employee on leave at the time a service rating is due will have the rating sent to the employee and the union president by email or USPS. by the requisite deadline. Review of the rating with the supervisor will occur within 7 days of the employee's return to work.

ARTICLE 10

TRAINING

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

Section Two. A joint statewide committee comprised of representatives of the Union and the Employer shall be established to make recommendations concerning the development and expansion of employee training programs.

The committee shall, in making its recommendations, take into account the limits of available resources and shall also consider the needs and desires of employees in this unit with respect to training. Management retains the right to determine training needs, programs and procedures and to select employees for training. Provided that agency needs are met, the agency will give first consideration to the most senior employees in selecting employees for training which will directly qualify them for promotion.

Section Three. Training activities which are designed to improve employee skills related to current job assignments and in which participation is required by management in lieu of normal work assignments will be scheduled during regular work hours when in management's judgment it is practical to do so. Such training required by the State in addition to regular duty time shall be considered time worked for overtime purposes.

Section Four. The Employer recognizes that certain benefits accrue both to the State and the employee through participation in continuing education activities, including attendance at professional conferences and seminars and enrollment in post-secondary educational programs. The appointing authority or his/her designee, working within the framework of budgetary constraints will support these activities when deemed appropriate and beneficial to all concerned.

Participation in such activities will be on a strictly voluntary basis, and time spent in them shall not be considered time worked. However, if the employee attends a conference or seminar and attendance is sponsored by the agency, he/she shall receive his/her regular day's pay for each day of the conference or seminar.

Section Five. If an employee is required by his/her employer to travel to a conference or seminar on a day other than a normal work day, he/she shall receive his/her applicable rate of pay for time spent in transit.

Section Six. The Employer shall not penalize or otherwise negatively impact an employee's service rating for an employee's participation or non-participation in voluntary training.

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 competitive examination.

Section Two. Upon appointment from a certified list, an employee who was provisionally appointed shall have service as a provisional appointee credited toward the Working Test Period, so long as there is no break between the period of provisional appointment and appointment from a certified list. If the service has not been satisfactory, the employee shall not be retained in the position. This provision shall not alter merit system requirements for examination and appointment.

Section Three. The Working Test Period may, with the approval of the designated management official within the agency, be extended on an individual basis for a definite period

of time not to exceed three (3) months. Working test periods may also be extended for absences of more than an aggregate of fifteen (15) days resulting from Workers' Compensation, sick leave and/or leave without pay. Such extensions shall be for the number of working days the employee was absent. A new employee shall receive written notice of the dates of the normal working test period. Written notice of any extension must be provided to the employee no less than three (3) weeks prior to the end of the original Working Test Period. In the event a working test period is being extended, the Union president shall be copied on the notice of extension.

Section Four. (a) Any employee who is promoted within an agency and who fails a promotional working test period shall be returned to the position from which he/she was promoted.

(b) Any employee who fails a promotional working test period shall be returned to the agency in which he/she was employed immediately prior to his/her promotion and in the following priority order (1) returned to a vacancy in the same class; (2) returned to a vacancy in a comparable class; (3) returned to a vacancy in any other position the employee is qualified to fill or (4) have his/her name placed on the reemployment list.

(c) An employee who voluntarily accepts an equal or lesser position within the bargaining unit and fails the working test period in the new position shall be returned to his/her former position except in a situation whereby the employee has been involuntarily demoted.

(d) Dismissal during or at the end of the initial working test period shall not be grievable or arbitrable.

(e) Any permanent employee who fails a promotional working test period may appeal, directly to Step II of the grievance procedure, alleging patent unfairness of the working test period due to evaluator bias or variance from the pertinent

job specification. The Employer's decision at Step II shall be final.

Section Five. Training Period. The parties acknowledge that trainee classifications are created for the purpose of preparing employees for the target class. Therefore said training periods may be extended for absences of more than an aggregate of fifteen (15) days resulting from Workers' Compensation, sick leave or leave without pay. Such extension shall be for the number of working days the employee was absent. The new employee shall receive written notice of the length of the normal training period. Written notice of such extension must be provided to the employee no less than three (3) weeks prior to the end of the original Training Period. The Union president shall be copied on the notice of extension.

ARTICLE 12

SENIORITY

Section One. Seniority shall be defined as an employee's length of uninterrupted State service and shall include the following: all paid leave, including Worker's Compensation leave, provided that the employee returns to work immediately following the leave military leave granted in accordance with Section 5-255c or 27-33 of the C.G.S. or with Article 26 of this Agreement and prior war service; unpaid medical leave of absence following exhaustion of sick leave, for up to nine (9) months for any employee who has at least one (1) year of service provided that the employee returns to work immediately following the leave; up to one (1) year of any period of continuous layoff if the employee is reemployed within three (3) years; nondisability maternity or parental leave of up to six (6) months.

Section Two. Seniority shall not be computed until after completion of the initial working test period. Upon successful

completion of the initial working test period, seniority shall be retroactive to the date of hire.

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

Section Four. Seniority shall be deemed broken by:

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

(b) failure to report for five (5) consecutive working days without authorization absent a valid explanation. Any dispute as to whether the explanation offered is valid shall be subject to the grievance and arbitration procedure. In any such arbitration, the arbitrator shall not substitute his/her judgment for that of the employer unless the employer's decision can be shown to be arbitrary or capricious.

Credit for seniority up to a break in service shall be restored to an employee who is reemployed within one (1) year of a service break.

Section Five. Seniority lists shall be maintained annually. September 1 is the target date for completion of seniority lists. Copies will be sent to Council #4 and the appropriate Local.

ARTICLE 13

ORDER OF LAYOFF AND REEMPLOYMENT

Section One. No employee shall be dismissed or laid off from his/her position because of lack of work, economy, insufficient appropriation, change in departmental reorganization, or abolition of position, except in compliance with this Article.

Section Two. For the purpose of layoff selection within a classification within an agency or other seniority applications

under this Article, seniority shall be defined as specified in Article 12, Section One. However, an employee shall not enjoy seniority protection in the event of layoff unless and until he/she has held P-2 classifications for a minimum of six (6) continuous months of full-time service at the time of layoff selection. In the case of part-time employees this period of six (6) months will be the equivalent hours.

For purposes of this Article, "permanent employee" shall be defined as provided in Article 1 and who has achieved a permanent appointment in a bargaining unit classification.

Section Three. Layoff Procedure. When a layoff becomes necessary, the agency will identify the specific position to be eliminated and notify the incumbent in writing with as much notice as possible but not less than six (6) weeks. Such written notice shall state the reason for the layoff and a copy of said notice shall be sent to Council #4.

If there is more than one position in the same job classification in a work unit, the agency shall first eliminate positions in that classification held by nonpermanent employees.

The agency shall arrange to have the employee assigned in lieu of layoff to a funded approved vacancy in the same or comparable classification at the same work location/facility. If there is no such vacancy available, a permanent employee may exercise bumping rights as set forth in Section Four herein OR may exercise reemployment rights as set forth in Section Five herein. A nonpermanent employee shall not have bumping or reemployment rights.

During the six (6) week notice period, the Employer shall meet with the Union to discuss possible alternative proposals (1) to avoid the layoff and/or (2) to mitigate the impact on the employee(s).

Section Four. Bumping. Within two (2) weeks of the notice specified in Section Three, the employee shall provide

written notice of whether he/she elects to exercise bumping rights, and, if so, the position he/she has selected. Within two (2) business days of notice to a bumpee that an employee has elected to bump him/her, the bumpee shall provide written notice of whether he/she elects to exercise bumping rights, and if so, the position he/she has selected. This election shall be binding on the employee and failure to elect shall constitute a waiver of bumping rights.

A permanent employee may bump any nonpermanent employee in the same class or in a lower class within the same classification series within the same agency. Also, a permanent employee may bump any of the following provided that he/she has more seniority than the employee to be bumped:

(1) the employee within the same work region of the agency with the lowest seniority in the same class

(2) the employee within the same work region of the agency with the lowest seniority in a lower class within the same classification series

(3) the employee with the lowest seniority in the same class within the same agency

(4) the employee with the lowest seniority in a lower class within the same classification series within the same agency

(5) if (1) through (4) fail to provide a position, a permanent employee slated for layoff can bump into any previously held or comparable position in the P-2 Unit within the same Agency.

For purposes of this Article, the Department of Developmental Services, Department of Social Services and Department of Children and Families shall maintain the five (5) region designation in accordance with the respective Stipulated Agreement (IV) and Memorandum of Understanding (XI).

In the event the bumpee is a permanent employee, he/she will be allowed in lieu of layoff to bump that employee identified in (2) or (3) above, provided that he/she has more seniority than the employee to be bumped. Any bumpee who is a permanent employee may bump any nonpermanent employee in the same classification within the agency. Bumpee(s) will receive as much written notice as possible but not less than one (1) week. A bumpee not eligible or unwilling to exercise bumping rights as described in this paragraph may exercise reemployment rights as set forth in Section Five herein provided he/she was a permanent employee at the time of layoff.

When an employee bumps into a class with a lower salary range in order to avoid layoff, his/her rate of pay in the lower classification shall be at the closest rate in the lower salary range but not more than he/she was receiving at the time of bumping.

Section Five. Reemployment. (a) Any permanent employee who is laid off or who bumps into a lower class may request that his/her name be placed on his/her agency reemployment list and and/or a statewide reemployment list. The agency reemployment list will be given preference.

An employee shall be entitled to specify for placement on the reemployment list(s) for any and all classes in which he/she formerly held permanent status or which are deemed comparable. Employees must designate location preference when placed on these list(s) and whether or not temporary or durational positions would be acceptable.

Three waivers of positions offered from a reemployment list will result in removal from that list. An employee will also automatically be removed from the reemployment list(s) if appointed to a position in the same salary group held at the time of layoff, provided, however, that such removal shall not occur if an employee is appointed to a temporary or durational position. Any employee appointed from the reemployment list to a temporary, durational or part-time position shall have their

rights and benefits determined in accordance with Article 3. An employee appointed from a reemployment list to a position in a lower salary group than other classification(s) for which he/she had been placed on the reemployment list(s) will remain eligible for certification from the reemployment lists for the classifications of higher salary groups, not to exceed the salary group held at the time of layoff.

(b) The names of permanent employees shall be arranged on the reemployment list(s) in order of seniority as defined in Article 12, Section One (1).

(c) An employee appointed from a reemployment list to a position in his/her former salary group will be appointed at the same step in such group as held when he/she was laid off. An employee appointed to a position in a lower salary group will be appointed at the closest rate of pay to the one held by the employee at the time of layoff, but not higher.

(d) An employee who has been laid off and also is on an agency reemployment list shall have priority in filling vacancies over promotional candidates.

Section Six. The determination of class comparability shall be in the sole discretion of the Commissioner of Administrative Services and shall not be grievable or arbitrable.

With respect to bumpees, the classification series and the classes assigned to each series shall be in the sole discretion of the Commissioner of Administrative Services and shall not be grievable or arbitrable.

Section Seven. For the purposes of this Article, the Employment Security Division may, at the discretion of the Labor Commissioner, be excluded from the remainder of the Labor Department and deemed to be a separate agency.

Section Eight. The process to be used for a tie breaker in the event two or more employees have the exact same

seniority, per Article 12 Section One, shall be in the order presented below:

1. Time in the classification.
2. Coin toss or drawing of lots.

ARTICLE 14

TRANSFERS

Section One. For all agencies except DCF, the transfer process shall be as follows:

- a. Agency shall first post reassignment opportunities in respective office. Once determined reassignment opportunities are exhausted, the Agency will proceed with transfer opportunities.
- b. Each Monday each agency shall post a listing of all available transfer opportunities.
- c. All vacancies that provide transfer opportunities shall be posted on the Intranet and through a mass email to all employees. The Union shall be sent each posting.
- d. The posting for the transfer opportunities shall include:
 - 1) The position title
 - 2) The position number
 - 3) The posting number
 - 4) Brief Description
 - 5) The location
 - 6) The unit
 - 7) Contact number for questions
 - 8) Closing date for transfer application
 - 9) Instructions to respond to posting.

- e. An employee who is interested in the transfer shall respond to the posting within five business days of the notice. The only exception to this deadline shall be when exceptional circumstances are present. Interested employees are directed to reply via email to the contact on the position posting no later than 5:00 pm on the fifth business day. Their response shall include the following:
 - 1) Employee name
 - 2) Current job title
 - 3) Current location assignment
 - 4) Current unit assignment
 - 5) Position posting #
 - 6) Position #
 - 7) In cases where the employee is interested in a reassignment they will indicate that the opportunity is located in their office.
- f. If an employee is going to be out for any period of time, they shall be responsible for notifying Central HR with the following information:
 - 1) The dates they will be out of the office
 - 2) The regional offices and/or units that they are interested in
 - 3) Personal email and cell phone contact information
 - 4) Email notification when they return.
- g. Once applications for the posting have been received by the area HR staff, they will submit the list to the CORE. This Unit shall perform the following within a two (2) pay period timeframe:
 - 1) Determine if employees listed are eligible and qualified (As referenced in the collective bargaining agreement applicants who are equally

qualified, preference is given to the most senior. “Equally qualified” shall mean all employees who hold permanent status in the same job classification and whose most recent annual evaluation is satisfactory of better) for transfer opportunities

- 2) Determine accurate seniority
 - 3) If employee has posted for multiple opportunities contact employee regarding choice and remove employee from other postings
 - 4) Certify the list and return to the area HR staff
- h. In cases where an employee has applied for multiple opportunities and they are the most senior for them, CORE Unit will contact them and they must chose the opportunity, they will then be removed from the other posting lists.
- i. Area HR staff will notify the most senior employee of selection and start date. The other employees shall be notified that the most senior employee was chosen. In addition, the Union shall be notified via email.
- j. Once an employee has submitted the posting application they cannot refuse the transfer opportunity. Employees will only be allowed to decline a transfer if exceptional circumstances are present, such as living situation has changed, position not as described etc. This will not be subject to the grievance and arbitration process. Conflicts will be addressed through the labor management committee.
- k. All approved transfers will be made within two (2) pay period or less.

2. All current guidelines for transfer eligibility will remain in effect.
3. In accordance with the terms of the collective bargaining agreement, seniority shall govern in the selection of transfer applicants.

Once an employee has completed the required training program for training classifications, and has been moved into the respective target class, they shall be eligible for participation in this transfer program.

Section Two. DCF Transfers. This section applies to DCF only, until and unless the parties agree otherwise. A permanent employee may apply in writing for transfer to a specific shift or work location. These applications shall be retained in an appropriate file by the agency, facility or institution. The agency shall also maintain a list of transfer applications. This list, together with a list of vacancies, shall be updated quarterly and copies shall be provided to Council #4 and the appropriate local.

In general, no application for employee transfer will be accepted within one (1) year of the effective date of an employee initiated transfer.

Section Three. When a vacancy occurs in a classification, the agency will review the applications of permanent employees seeking lateral transfer to the shift or work location where the vacancy exists. Of those applicants who are equally qualified for the vacancy, preference will be given to the employee with the greatest seniority as defined in Article 12, Section One. "Equally qualified" shall mean all employees who hold permanent status in the same job classification and whose most recent annual evaluation is satisfactory or better.

Section Four. This Article shall not be deemed to limit the agency's right to fill a vacancy by some means other than

lateral transfer when the need for training, operational efficiency, staffing and service requirements, need for special skills or background, or compliance with Federal or State programs so dictate. The agency's decision concerning such factors shall be final. However, the Union and/or the most senior qualified employee(s) on the transfer list for such vacancy, if adversely affected by such decision, shall, upon request, be provided with a formal explanation of the basis for the decision. The Union or any employee(s) may grieve

concerning a pattern of unreasonable denial to qualified transfer applicants.

Section Five. In order to fulfill the service needs of clients and/or the Agency mission, involuntary transfers and reassignments may be necessary. Reassignment is defined as a change in unit within the same shift and work location. Involuntary transfers or reassignments shall be governed by the following:

(a) Volunteers will be solicited at the facility from which employees will be transferred or reassigned before involuntary transfers or reassignments are made.

(b) The Employer shall not transfer or reassign an employee for disciplinary purposes.

(c) In choosing among employees in a job classification who are equally qualified for the position to which there will be a transfer or reassignment, the Employer shall select the least senior employee, subject to the following:

1. Any employee whose round-trip commuting distance (home to work to home) would increase by fifty (50) miles over current commuting distance shall not be considered for such transfer.

2. If all qualified employees would be excluded by the application of (1) above, inverse seniority shall govern.

3. When an employee is involuntarily transferred or reassigned as provided herein, he/she shall retain the first right for return to a position in the classification, assignment or location from which transferred or reassigned when such becomes available. Failure to exercise this right of return when it first occurs will forfeit any priority claim to the position.

4. A minimum of three (3) weeks notice shall be given to the employee for the involuntary transfer or reassignment.

(d) Any alleged violation of this Section shall be grievable and arbitrable.

Section Six. The Union and the Employer recognize that there are situations when a change in work surroundings of a particular employee is in the best interest of all parties. Where such situations are present, the Agency or the Union shall apprise the other. With the agreement of the Local Union President and the Agency the transfer or reassignment will be permitted.

Section Seven. On a quarterly basis, within thirty (30) days of receipt of the transfer list, Local Presidents may present possible swap opportunities to Agency HR Director(s) or designee(s). Swap requests will be granted at the discretion of the Agency. In any event, the Agency will respond to the request within 30 days of receipt. Such swaps shall require that no more senior qualified employee whose name is on the transfer list is bypassed and shall require the approval of the Local President (s). Denial of swap requests shall be grievable but not arbitrable.

ARTICLE 15

GRIEVANCE PROCEDURE

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

Section Two. Grievances shall be filed on mutually agreed forms which specify: (a) the facts, (b) the issue, (c) the date of the violation alleged, (d) the specific controlling contract provision, (e) the remedy or relief sought. A grievance may be amended up to and including Step II of the procedure. This shall be submitted electronically to the designated email address the agency provides. The agency will confirm receipt electronically.

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 in case of a class grievance, a group of employees elect(s) to submit a grievance without Union representation, the Union 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 discussion 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 upon request all documents furnished to the grievant pertinent to the disposition of the grievance and to file statements of position. Any adjustment of a grievance filed by an employee(s) without representation shall not be inconsistent with the terms of this Agreement.

Section Four. Informal Resolutions. The grievance procedure outlined 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 avoid the formal procedures. Whenever possible the parties are encouraged to resolve matters informally between the steward and the first supervisor outside the bargaining unit.

Section Five. A grievance shall be deemed waived unless submitted at Step I within thirty (30) days from the date of the cause of the grievance or within thirty (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. A grievance shall be deemed waived unless subsequently processed within the time limits provided in this Agreement.

Section Six. The Grievance Procedure.

Step I. A grievance may be submitted electronically (to a designated email address) within the thirty (30) day period specified in Section Five to the agency head or his/her designee. Such individual shall meet with the Union representative and/or the grievant within ten (10) days of the submission of the grievance, and issue a written response within twenty (20) days thereafter.

Step II. The parties acknowledge that orderly administration of the contract grievance procedure requires the Office of Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the Undersecretary for Labor Relations or his/her designee has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to the Undersecretary for Labor Relations within ten (10) days of the date of the Step I response. Said Undersecretary for Labor Relations or his/her designated representative will hold a conference within thirty (30) days of receipt of the grievance and issue a written response within twenty (20) days of the conference.

Submission of Grievances:

(1) The Union will transmit grievance forms in PDF format to the Office of Labor Relations to a

dedicated email address specifically established for this purpose. Each grievance shall be a separate PDF file. The Office of Labor Relations shall acknowledge receipt of said grievance by responsive email. This is in lieu of hard-copy physical delivery or USPS delivery.

(2) The Office of Labor Relations shall send the Step 2 conference notice and Step 2 answers to the Union, to a dedicated email address established for this purpose in PDF format; each answer should be a separate PDF file. The Union will acknowledge receipt of such transmission by responsive email. This is in lieu of facsimile transmission of conference scheduling notices and USPS transmission of Step 2 answers.

(3) The Union shall submit grievances that fall under Article 15, Section Six, to arbitration to the same dedicated email address in PDF format. Said transmission shall be directed to the Office of Labor Relations staff person assigned the responsibility of scheduling arbitrations. The Office of Labor Relations shall acknowledge receipt of said arbitration appeal by responsive email. This is in lieu of certified mail, postage prepaid to the Undersecretary of Labor Relations.

(4) Individuals who file a grievance on their own, by physical delivery of hard-copy grievance submission to the Office of Labor Relations shall not be negatively impacted.

For purposes of this Section timeliness of electronic submissions shall be determined based upon the electronic record of the parties.

Step III. Arbitration. Within fourteen (14) days after the employer's answer is due at Step II or if no conference is held within thirty (30) days, within fourteen (14) days after the

expiration of the thirty (30) day period or within fourteen (14) days of receipt of the step II answer by the union, an unresolved grievance may be submitted to arbitration by the Union or by the State, but not an individual employee, except that individual employees may submit to arbitration in cases of dismissal or suspension of more than five (5) working days, and shall bear half the cost of arbitration and associated expenses.

Section Seven. For the purpose of the time limits hereunder, "days" means calendar days unless otherwise specified. The parties by mutual agreement may extend time limits or waive any or all of the steps or meetings hereinbefore cited.

Section Eight. In the event that the State Employer fails to answer a grievance within the time specified at Step I, the grievance may be processed to Step II and the same time limits therefore shall apply as if the State Employer's answer had been timely filed on that 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

1) Submission. Submission shall be submitted electronically to the same dedicated email address in PDF format as stated in section 6 (above) to the office of labor relations.

2) Selection of Panel. The parties shall establish a panel of arbitrators selected by mutual agreement.

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

4) Assignment of Cases. Cases shall be assigned on a rotating basis (alphabetically) to the panel based on the date of filing, first filed, first assigned except that Dismissal cases shall be given precedence in scheduling. For Dismissal cases resulting

from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator.

5) Removal of Arbitrator. Effective July 1, 2022, each Arbitrator appointed to the panel will be subject to the following:

(1) Once the Arbitrator has completed and submitted the requisite paperwork for appointment to the panel, they shall have up to three (3) case experiences and shall be allowed to render up to three (3) awards.

(2) Each party retains the right, following no more than three (3) case experiences to strike that particular arbitrator from the panel.

(3) In such case, the parties shall notify the arbitrator of his or her removal from the panel, in writing, and a replacement arbitrator shall be jointly agreed upon to replace each rejected arbitrator. Either party, upon written notice to the other, once per contract year, may remove an arbitrator(s). By April 1st the parties will have a reconstituted mutually agreed upon panel of at least three (3) arbitrators for the succeeding year.

6) Arbitrability. A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice requirement shall be waived in instances of new evidence discovered during the arbitration hearing, except that in this event, the responding party may defer hearing the arbitrability for seven (7) days.

7) Pending Cases. The parties agree, on an ongoing quarterly basis to meet and discuss the backlog of pending arbitration cases with the goal of resolving, thereby reducing, the numbers of the same.

8) Expedited Cases. Up to ten (10) cases per contract year by the Union and up to seven (7) cases per year by the State may receive expedited arbitrator assignment as exclusions to the “first filed, first

assigned” rule expressed herein. This provision is not a reference to the “expedited” procedure offered by the SBMA.

9) Postponements. In any individual arbitration case, each party will be allowed one postponement. Thereafter, postponements shall be by mutual consent of the parties, which shall not be unreasonably withheld.

10) Optional Process. Suspensions of ten (10) days or less, or by mutual agreement, any other matter may be submitted for arbitration to the State Board of Mediation and Arbitration (SBMA) according to the SBMA rules and regulations and fees. This shall allow use, by agreement only, of the SBMA expedited procedures.

The expenses for the arbitrator's service 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.

11) On grievances when the question of arbitrability has been raised, either party may request that the arbitrator issue a decision on the issue of arbitrability prior to hearing the merits of the case.

12) 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 appointment.

13) In cases of dismissals, demotions or suspension in excess of five (5) days, either party may request that there be an official stenographical service provided. 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.

14) 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 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 retroactivity for more than thirty (30) calendar days prior to the effective date of the Agreement, nor to grant pay retroactivity 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 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.

15) The parties may, by mutual agreement, consolidate for hearing by a single arbitrator two (2) or more grievances arising out of the same or similar fact situations or involving the same issues of contract interpretation or both.

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

(a) Dismissal of employees during the initial working test period.

(b) Dismissal of nonpermanent employees.

(c) The decision to layoff or nondisciplinary termination of employment. The Local President shall receive concurrent written notice of all non-disciplinary terminations.

(d) Classification and pay grade for newly created jobs, provided, however, this clause shall not diminish the Union's right to negotiate on pay grades.

(e) Disputes over claimed unlawful discrimination shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact.

(f) Any incident which occurred or failed to occur prior to the effective date of this Agreement, with the understanding that grievances filed prior to that date shall not be deemed to have been waived by reason of the execution of this Agreement.

(g) The decision to subcontract.

Section Eleven. All Step 2 conferences, arbitrations and grievance related meetings shall be closed to the press and the public, unless the parties jointly agree to the contrary.

ARTICLE 15A

RECLASSIFICATION GRIEVANCES

Disputes over an employee's job classification (reclassification grievances) shall be subject to the grievance procedure with the following exceptions:

1. The grievance will be filed directly to Step 1, the agency appointing authority or his/her designee.
2. The second Step of the reclassification grievance shall be the Commissioner of Administrative Services and/or designee.
3. Disputes over an employee's job classification (reclassification grievance) shall be subject to the grievance procedure but shall not be arbitrable. The final step shall be

appealed to four (4) person panel consisting of Personnel officers from each of two (2) State agencies, each of which has more than one hundred (100) employees, and two (2) designees of the Union who are experienced in the area of job classification.

ARTICLE 16

DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

Section One. No permanent employee who has satisfactorily completed the working test period shall be reprimanded, demoted, suspended or dismissed except for just cause.

Just cause may include but is not necessarily restricted to incompetency, inefficiency, neglect of duty, misconduct or insubordination.

Section Two. After a management decision is made to impose a suspension, demotion or dismissal, the Agency Head or his/her designee will offer the employee the opportunity for a pre-disciplinary conference in accordance with State Administrative Regulations Section 5-240-7a, which states:

“(a) Prior to a decision to suspend an employee, demote an employee except at the request of the employee or dismiss an employee, the appointing authority shall provide the employee with oral or written notice. (See MOU IX, Appendix B) The notice shall include what form of action is being considered, shall contain a concise statement explaining what evidence supports the imposition of the action that is being considered and shall state a specific time and place for a meeting where the employee will be given an opportunity to present his side of the story and reasons why the employee feels that the action being considered should not be taken. The meeting will be held by the appointing authority or the appointing authority's designee.

(b) If written notice is given, it may be emailed, mailed, return receipt requested, or hand delivered to the employee at work. If

the notice is mailed, the time of the meeting when the employee will be given an opportunity to present his side of the story shall be no sooner than five working days following the mailing of the notice. If the notice is hand delivered to the employee at work, emailed or given orally, the time of the meeting when the employee will be given an opportunity to present his side of the story may be any time following receipt of the notice, including immediately following the receipt of the notice unless the complexity of the charges requires additional time. In such case the employee may request and be granted a reasonable amount of time before being required to respond.

(c) If an employee declines or fails to attend the prediscipline meeting, the appointing authority may proceed with disciplinary action consistent with the notice provided under this section.

Written notice of the formal disciplinary action (suspension, demotion or dismissal) shall be sent to the employee by certified mail, email, or served in person. A copy of such notice shall be provided to the Local Union President by email within twenty-four (24) hours of the notice to the employee, or by the close of the next business day.

When oral notice is provided, all required information of the Regulation shall be affirmed in writing. Such letter shall be provided to the employee simultaneously with the oral notice, with a carbon copy for the Union Local President.

Unless waived by the employee, the Union Local President, or designee, shall be present at the pre-disciplinary conference to represent the employee and to discuss possible resolution. It is understood that this shall not unduly delay the meeting.

Section Three. Notwithstanding the provisions of Section Two, advance notice of suspension or dismissal may be waived in cases where:

(a) the Agency Head or his/her designee determines that there is probable cause that the employee's action(s) constitutes serious misconduct affecting the public, the welfare, health or safety of patients, inmates or state employees or the protection of state property;

(b) the Agency Head or his/her designee determines that there is probable cause that the employee's continued presence on the job would severely interfere with operations. Such determination shall be reviewable through the grievance and arbitration process.

In these cases, a notice of discipline shall be served no later than five (5) days following the date the employee is suspended or dismissed.

Section Four. Permanent employees shall submit grievances concerning dismissal, suspension or disciplinary demotion directly to Step II of the grievance procedure within twenty (20) calendar days of the written notice. By mutual agreement, such a grievance may be expedited directly to arbitration. All other disciplinary grievances shall be filed in accordance with Article 15.

All grievances filed directly to Step II shall include a copy of the disciplinary notice and a copy of the grievance form shall be sent concurrently to the employee's agency designee via email.

Section Five. The State reserves the right to discipline or discharge employees for breach of the No Strike article. An employee may grieve whether he participated in a violation of such Article directly to Step II. If in an arbitration proceeding the Employer establishes that the employee(s) breached the No Strike article, the arbitrator shall not substitute his judgment for that of the Employer as to the appropriateness of the discipline imposed.

Section Six. The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action

and shall supersede all preexisting forums. It is understood that the arbitrator's remedial powers include reinstatement with full back pay and restoration of all other rights.

Section Seven. Employer Conduct for Discipline. If an Employer has reason to reprimand or counsel an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section Eight. An appointing authority may, pending an investigation of alleged action which constitutes ground for dismissal (including disposition of criminal charge against the employee), place the employee on leave of absence with pay not to exceed sixty (60) days. The employee shall be given written notice of the leave of absence with pay which shall state the effective date, the duration of such leave and the reasons why the action is being taken. A report of the leave, together with a copy of the notice to the employee shall be forwarded immediately to the Commissioner of Administrative Services. If the employee is not dismissed as a result of the investigation (or within the sixty (60) days), he/she shall be reinstated retroactive to the starting date of the leave. Such reinstatement, however, shall not preclude other disciplinary action under appropriate regulations. If dismissal results, notice shall be given as provided above.

In all cases where practicable, the State will investigate the possibility of alternative assignment. If an employee is placed on administrative leave, the Local Union President shall be concurrently notified.

Section Nine. Interrogation. An employee who is being interrogated concerning an incident or action which may subject him/her to disciplinary action shall be notified of his/her right to have a Union steward or other representative present, upon request, provided, however, this provision shall not unreasonably delay completion of the interrogation. This

provision shall be applicable to interrogation before, during or after the filing of a charge against an employee or notification to the employee of disciplinary action.

The provisions of this Section shall not be interpreted to prevent a supervisor from questioning an employee at the workplace.

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

ARTICLE 17

HOURS OF WORK AND WORK SCHEDULES

Section One. Work Schedules. (a) Standard Workweek. The standard workweek for full-time employees shall be forty (40) hours in five (5) consecutive days with regularly established starting and ending times. Employees who are on standard workweeks shall receive three (3) weeks notice of any change in scheduled hours except in emergencies.

In the case of a contemplated significant change in agency operating hours and/or the establishment of significantly different work schedules, the following steps shall be taken:

(1) The Employer shall consider recommendations of appropriate professional staff representatives as to the necessity of the change and, if the change is to be effected, proper staffing needs.

(2) Staffing needs will be met by volunteers before employees are assigned provided that there are sufficient volunteers qualified to do the work.

(3) If there are not enough volunteers, preference for schedule selection shall be given to the most senior employees qualified to perform the work until staffing needs are met.

(b) Nonstandard Workweek. A nonstandard workweek for full-time employees shall average five (5) workdays and forty (40) hours per week over a period of eight (8) weeks or less. Employees who are on nonstandard workweeks shall have regularly established starting and ending times and shall receive two (2) weeks notice of any schedule change, except in emergencies.

(c) Unscheduled Workweek. An unscheduled workweek for full-time employees shall be forty (40) hours in five (5) consecutive days, with starting and ending times determined by the requirements of the position.

(d) During the life of this Agreement, prior to the establishment or dis-establishment of nonstandard or unscheduled workweeks as defined in subsections (b) and (c) above, the State shall notify the Union. A period of thirty (30) days shall be allowed for discussion and good faith negotiation over the proposed schedule change(s). If no agreement is reached within the thirty (30) day period, the State reserves the right to implement its last proposal.

Any employee whose workweek is to be changed from a standard workweek to such newly established nonstandard or unscheduled workweek, or from a nonstandard or unscheduled workweek to a standard workweek, shall be given at least two (2) weeks notice of the change.

(e) Work schedules shall not be changed for the primary purpose of avoiding the payment of overtime.

Section Two. Upon request of an employee and by mutual agreement amongst the employee, the Union and an appropriate management designee, the employee's work schedule may be rearranged to accommodate needs in such areas

as child care, family care, medical requirements, transportation or participation in an educational program.

Section Three. The State reserves the right to establish work schedules at variance with Section One above in order to meet emergency needs such as a fuel emergency. Prior to implementing such an alternative work schedule, the State shall notify the Union. A period of thirty (30) days shall be allowed for discussion and good faith negotiation with the Union over the proposed schedule change(s). If no agreement is reached within the thirty (30) day period, the State reserves the right to implement its last proposal.

In addition, the State and the Union shall cooperate in developing experimental programs to determine the feasibility of establishing alternative work schedules such as flextime. Implementation of such experimental programs shall be by mutual agreement between the State and the Union.

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 supervise inmates/clients or patients during meal periods shall have such time counted as work time.

Section Five. Subject to the operating needs of the agency, employees will be granted rest periods of fifteen (15) minutes in each half shift. Said rest periods shall be scheduled to meet the needs of the Employer and shall ordinarily be scheduled in the middle portion of each half shift.

Notwithstanding the above provisions, such rest periods will be granted in a manner which will guarantee no break in service to the clientele served by the work location. There may be temporary emergency situations requiring the employees' constant presence in the work situation where the rest period cannot be granted. Notwithstanding the above, the employee

shall not waive his/her right to grieve where a pattern of denial of rest periods over a period of time can be shown.

ARTICLE 18

OVERTIME

Section One. (a) The provisions of this Section shall be interpreted consistent with Section 5-245 except when specifically provided otherwise.

(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. Except as provided below, the payment of straight time for overtime hours worked over thirty-five (35) but under forty (40) shall not be used as a basis for extending the regular workweek beyond thirty-five (35) hours, provided, however, the State shall retain its right to require overtime under Regulation 5-245-1. Reference in this Article to changes in work schedules shall refer to the regular workweek up to but not beyond forty (40) hours with respect to those classes in which such regular work schedules have already been approved by the Commissioner of Administrative Services for some but not all of the employees in any such class. Whenever possible, volunteers will be solicited before employees are assigned.

Call Back Pay. Employees who have left work (agency/department) after the end of their scheduled work shift and who are called back to work shall receive a minimum of four (4) hours of overtime. This provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift.

(a) Overtime pay shall not be pyramided.

(b) When practicable, overtime checks shall be paid no later than the second payroll period following the overtime worked.

Section Two. Distribution of Overtime.

The parties recognize that an equalization effort for the distribution of overtime is a beneficial activity. Therefore each agency, in conjunction with the local union, shall develop an acceptable rotational system. Each rotational system will contain the following procedural recognitions:

1. Volunteers are the preferred means to meet overtime requirements.
2. Employees shall be provided an opportunity to be included on a voluntary list by classification, annually and upon hire or transfer.
3. The list(s) shall be arranged within classification in order of seniority. Overtime offerings shall follow seniority sequence.
4. Overtime shall be offered first to the senior employee with the fewest hours if credited (charged) overtime to his/her record.
5. The period of overtime crediting will be the contract year.
6. Each offer of overtime will be recorded as equal to time worked for distribution purposes.
7. In the event no volunteers accept the offering, the least senior employee on the list with the fewest overtime hours credited shall be drafted to work.
8. Overtime requirements may be determined by case assignments; in such situations the overtime may be assigned accordingly. General overtime assignments will be adjusted to account for these case assignments in the distribution procedure.

9. In the event of a missed opportunity of overtime (not being contacted in rotation) the remedy will be a make-up turn in the rotation.
10. In the event there are no volunteers (list) for overtime assignments, the agency retains its right to order employees to work. A refusal to work overtime when ordered by an appropriate authority shall subject an employee to disciplinary action.
11. An employee who has not volunteered to be included on a voluntary list shall not be penalized for such refusal.
12. The appointing authority shall allow agents of the exclusive representative to inspect official records of overtime worked.

Section Three. Pursuant to C.G.S. section 5-245(b)(1), the employees in the following classification are deemed exempt from overtime payment requirements within this collective bargaining agreement:

Employment Security Appeals Referee
Employment Security Associate Appeals Referee
Employment Security Principal Appeals Referee
HRO Assistant Commission Counsel 1 (except as provided otherwise by the separate agreement for those functioning as HRO Investigators)
HRO Assistant Commission Counsel 2
Labor Department Operations Coordinator
Labor Department Program & Services Coordinator
Protection & Advocacy Program Director
Youth Wilderness School Assistant Director
Youth Wilderness School Director

Said exempt employees shall be allowed to accumulate compensatory time during a four (4) month period of either July through October, November through February or March through June. The employee should schedule and use his/her accumulated compensatory time within the three (3) month period following the accumulation period.

In the event the employee fails to schedule the compensatory time, the agency shall schedule such time within the designated three (3) month period. In the event the employee is not allowed to use this compensatory time within the parameters of arranged schedules, the agency, upon request from the employee or the union, shall seek permission from the Office of Policy and Management (OPM) for payment of such compensatory time within the fourth (4th) month following the accumulation period. The employee will receive either compensatory time off or straight time payment for such time.

Notwithstanding the above, when the appointing authority determines that the granting of compensatory time off would create a hardship on the agency, payment of straight time may be granted with the advanced approval of the Secretary of OPM or designee.

The above provisions for compensatory time will not apply to any employees in the above classifications who are determined by the US Department of Labor to be non exempt and therefore entitled to overtime pay under the provisions of the Fair Labor Standards Act.

ARTICLE 19

NON-DISCRIMINATION

Section One. The parties herein agree that absent a bona fide occupational qualification neither shall discriminate against any employee on the basis of race, color, religious creed, sex, and recognizing sexual harassment as a form of discrimination, age, national origin, ancestry, marital status, mental retardation, physical disability, including pregnancy, lawful political activity, prior conviction of a crime, a previous mental disorder, sexual orientation, or gender identity or expression, engaging in

a protected activity or previously opposing discriminatory practice..

Section Two. Subject to the provisions of Article 7, Section 4, neither party shall discriminate, interfere, restrain or coerce any employee on the basis of membership or nonmembership or lawful activity on behalf of the exclusive bargaining agent or exercise of rights under this agreement.

Section Three. Each employee shall be expected to render a full and fair day's work in an atmosphere of mutual respect and dignity, free from abusive and/or arbitrary conduct.

Section Four. An employee shall be entitled to Union representation at each step of the grievance procedure and at all disciplinary meetings and interrogations.

Section Five. No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding without being advised of his/her right to union representation. If the employee waives the right to representation, such waiver shall be in writing.

Section Six. No employee shall be compelled to offer evidence under oath against himself/herself in any step of the Grievance and Arbitration Procedure. Testimony by the employee on his/her own behalf shall constitute a waiver of this protection.

Section Seven. In any off-duty conduct involving criminal charges or criminal investigation which yields no charges, statements made by the accused to an investigator or police officer shall not be admissible in a later administrative action unless clearly job related.

ARTICLE 20

CONTRACTING OUT

No full-time permanent employee will be laid off as a direct consequence of the exercise by the State of its right to contract out.

ARTICLE 21

LABOR-MANAGEMENT COMMITTEE

Section One. To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, joint labor-management committees may be established at the agency level to discuss the implementation of this Agreement and other matters of mutual interest. Such committees shall include up to seven (7) representatives of each party. Among the matters which this committee may review are affirmative action matters, employee productivity, flexible work schedules including the identification and development of pilot programs designed to test the feasibility of this concept, safety and health issues and other issues pertaining to the provisions of this Agreement. Staff representatives of the Office of Labor Relations Services and the Union may participate in such meetings.

Section Two. Local labor-management committees may be established in large offices to discuss local problems. Local committees shall include up to three (3) representatives of each party. Problems outside of the scope of the local office shall be referred to the agency labor-management committee.

Section Three. Labor-management committee meetings may be requested by either party and shall be scheduled at a mutually convenient time as soon as practicable. Agenda items may be submitted by either party, and if practicable, one (1) week in advance of a meeting.

Section Four. Approved time spent in such meetings shall neither be charged to leave credits nor considered as overtime worked.

Section Five. Labor-management committees shall have no authority to negotiate agreements, but may exchange letters of understanding and/or approved meeting minutes.

ARTICLE 22

SAFETY

Section One. (a) The employer shall provide a workplace free from unsafe or unhealthy conditions. The Employer shall make every effort to make repairs or to adjust unsafe or unhealthy working conditions as soon as possible after such conditions become known to the Employer.

No employee shall be required to perform work under unsafe or unhealthy conditions; provided, however, that an employee must follow the rule "work now, grieve later" unless there is imminent danger to the employee's physical well-being.

The employer shall provide training regarding "universal precautions," to newly hired employees, and any field employee not previously trained, who may be at risk to exposure to infectious or communicable diseases as a result of their job responsibilities. Training will include precautionary methods to avoid communicable diseases, such as, but not limited to, TB, Hepatitis B and HIV. All employees shall be informed by the employer of the standard procedure for getting Hepatitis B vaccine, as required by federal OSHA standards.

(b) Each agency, upon request from the union, shall establish an agency-wide safety committee. The subject matter for these committees will encompass the total arena of safety and health as applicable to the agency and its employees. The committee shall be composed of an equal number of members from labor and management. The size of the committee shall not exceed ten (10) individual employees.

Section Two. After notification by the Union or employees, the Employer shall make every effort to make repairs or adjust unsafe or unhealthy working conditions where

the safety and health of its employees are jeopardized. Such repairs and adjustments shall be made as soon as possible. If repairs or adjustments cannot be made promptly, the reasons shall be discussed with the Union and/or employees.

Section Three. The bargaining unit representatives agree to bring to the attention of the employer any conditions within the working environment deemed unsuitable under provisions of applicable laws or regulations. Should a dispute arise regarding interpretation of applicable directives or the nature of working conditions, including comfort conditions, or when there is no applicable law or regulation, and a dispute arises, the issue will be referred to Connecticut OSHA if it is not resolved by an agency designee. Disputes over unsafe or unhealthy work conditions shall be processed through the Labor Department for compliance with Connecticut OSHA.

Section Four. Safety. The State shall provide safety equipment for employees with field assignments. Such equipment shall be for universal precautions, i.e. wipes, rubber gloves, cleaning solutions and masks. The Employer shall furnish cell phones (or a communications device equal to or better than a cell phone) to employees assigned with the responsibility of making client-associated field visits. Financial and budgetary restrictions may influence the extent to which these devices are available.

ARTICLE 23

INDEMNIFICATION

Section One. The State shall continue to indemnify an employee for damage or injury, not wanton or willful, caused in the performance of his/her duties and within the scope of his/her employment, as provided by Section 5-141d., Connecticut General Statutes.

Section Two. The State shall provide counsel to an employee who is sued for malpractice, provided that the

employee was acting within the scope of his/her employment and was not acting in a willful or wanton manner.

In cases where the State is also a defendant and where there is a potential conflict of interest on the part of attorneys for the State, the employee may request that the State provide reasonable attorney's fees for private counsel.

Disputes over the State's obligations to provide counsel under this Section shall be subject to expedited arbitration. In deciding questions of whether an employee was acting within the scope of his/her employment or in a willful or wanton manner, the arbitrator shall give due weight to the remedial purpose of the indemnification statutes.

ARTICLE 24

PREGNANCY, MATERNAL AND PARENTAL LEAVE

Section One. Health insurance coverage for disabilities resulting from or contributed to by pregnancy shall be available consistent with the requirements of applicable law.

Section Two. Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion, childbirth, or maternity, defined as that period of time, as certified by the attending physician, in which an employee is unable to perform the requirements of her job, will be charged to any accrued sick leave and may be charged to any other accrued leave upon the exhaustion of accrued sick leave.

After the period of paid leave, an employee who remains disabled may request a medical leave of absence to the extent provided by existing statutes and regulations, as they may be amended.

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

personal leave may also be used for such purposes, subject to the approval of the appropriate agency official.

Section Four. Parental and Family Leave. Parental leave and family leave shall be governed by C.G.S Section 31-51kk (and any amendments) and the appurtenant regulations.

An employee who is granted a statutory non-disability 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. Sec. 31-51kk shall not be compensated unless the employee is concurrently utilizing paid vacation, compensatory time or personal leave as may be permitted above and consistent with current practice.

Article 25

CIVIL LEAVE AND JURY DUTY

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

(b) If a court appearance (not jury duty) is required as part of the employees assignment, time spent shall be considered as time worked. If the appearance requires the employee's

presence beyond his/her normal work day, all time beyond the normal work day shall be paid in accordance with Article 17.

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.

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

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 three (3) calendar weeks in a calendar year. Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. During such leave the employee's position shall be held, and the employee shall be credited with such time for seniority purposes.

Other requests for military leave may be approved without pay. Nothing in this Article shall be construed to prevent an employee from attending ordered military training while on regularly scheduled vacation. Employees may use accrued leave to attend other military functions such as drills or parades.

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

ARTICLE 27 HOLIDAYS

Section One. Full-time employees shall receive twelve (12) paid holidays 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, or a day designated by the State to be observed as a holiday in lieu thereof.

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

Section Three. Overtime-Call-in on a Holiday. (a) Each full-time permanent employee whose job does not require him/her to work on a holiday shall ordinarily receive the holiday off and shall receive his/her regular week's pay for the week in which the holiday falls. When such employee is called in to work on a holiday, he/she shall receive overtime pay at the applicable rate but shall not receive a compensatory day off unless called in for less than four (4) hours, in which event the employee shall receive a compensatory day off in addition to such overtime pay.

(b) Each full-time permanent employee whose job requires him/her to work on a holiday falling on a regular scheduled day off shall receive overtime pay at the applicable rate in addition to the compensatory day off in lieu of such holiday.

Section Four. Compensatory Day. The Employer may schedule the compensatory day off within ninety (90) days of the holiday worked at the mutual convenience of the employee

and the Employer. If no mutually agreed upon day off is scheduled, in the next thirty (30) days the Employer will schedule a compensatory day off or pay the employee his/her regular daily rate in lieu of the compensatory day.

Section Five. At Connecticut Juvenile Training School and the DCF Hotline, in continuous operations, each full-time employee whose job requires him/her to work on New Year's Day (January 1), Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (December 25) shall receive premium pay in lieu of compensatory time. Such premium pay shall be at time and one-half the employee's daily rate, in addition to his/her regular biweekly pay.

If the employee wishes to take compensatory time off in lieu of the holiday pay, such shall be governed by Section Four above.

Article 28

VACATIONS

Section One. Seniority as defined in Article 12, Section One, plus war service, shall be used to determine years of service for vacation accrual eligibility.

Section Two. Employees who were on the State payroll as of June 30, 1977 shall accrue one and one-quarter (1-1/4) vacation days per month, 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. For employees hired on or after July 1, 1977, the following vacation leave shall apply: zero to five (0-5) years, one (1) day per month; over five (5) and under twenty (20), one and one-quarter (1-1/4) days per month; over twenty (20), one and two-thirds (1-2/3) days per month. Vacation leave shall not accrue for any calendar month in which the employee is on leave of absence without pay an aggregate of more than five (5) working days.

Section Three. No employee will carry over more than ten (10) days of vacation leave to the next year, provided however, that in exceptional circumstances agency permission may be granted to carry over more than ten (10) days. Such permission shall not be unreasonably denied.

For employees hired on or before June 30, 1977, the maximum accumulation of vacation 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 Four. In the event that more employees request the same vacation time off than can be reasonably spared for operating reasons, vacation time off will be granted based upon seniority in State service, except that all employees shall be entitled to take at least one (1) week of their vacation in prime time. Prime time is defined as the period June 1st through September 10th.

Once vacation schedules are posted, or a vacation is approved, there will be no bumping on the basis of seniority. The Employer will not change scheduled vacations except in the case of emergency. Vacation requests shall be approved or denied promptly.

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

ARTICLE 29

SICK LEAVE

Section One. Each employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) days or the equivalent 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 months in which an employee is receiving compensation benefits in accordance with Section 5-142 or 5-143 of the General Statutes.

Section Two. The appointing authority shall grant sick leave to the eligible employee who is incapacitated for duty. During such leave, the employee is compensated in full and retains his/her employment benefits. Such leave shall not be granted for periods of time during which the employee is receiving compensation in accordance with Section 5-142 or 5-143 of the General Statutes, except to the extent permitted by said Sections or for recuperation from an illness or injury which is directly traceable to employment by an employer other than the State of Connecticut.

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

(a) for medical, dental, or eye examination or treatment for which arrangement cannot be made outside of working hours;

(b) in the event of death in the immediate family as much as three (3) working days leave with pay shall be granted. Immediate family means spouse, father, mother, sister, brother,

or child, and also any relative who is domiciled in the employee's household;

(c) in the event of illness or injury to a member of the immediate family provided that not more than ten (10) days of sick leave per calendar year shall be granted therefor;

(d) for going to, attending, and returning from funerals of persons other than members of the immediate family, if permission is requested and approved in advance by the appointing authority and provided that not more than three (3) days of sick leave per calendar year shall be granted therefor.

(e) Sick Leave utilized in a, b, c and d above shall not count as an occasion.

Section Four. (a) In reviewing an employee's record to determine whether a sick leave usage problem exists, the Employer shall consider the following factors:

1. the number of days taken, and number of occasions
2. patterns of usage
3. the employee's past record
4. the reasons for sick leave use
5. extenuating circumstances

(b) An occasion of sick leave is defined as any one continuous period of unscheduled absence for the same reasons. However, a reoccurrence of illness stemming from a premature return to work resulting in additional sick leave usage shall be considered as an extension of the original occasion provided such is verified by a physician.

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

An occasion of absence shall not in and of itself carry any stigma or subject the employee to disciplinary action.

For the purpose of preparing service ratings, the number of sick time occasions shall not be considered in isolation; rather, the entire attendance record shall be considered, including those factors specified in (a) above.

Section Five. Medical Certificate. (a) An acceptable medical certificate (currently Form 33) 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:

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

(2) to support a request for more than two (2) days of sick leave during annual vacation;

(3) leave of any duration if absence from duty occurs frequently or habitually provided the employee has been notified that a certificate will be required;

(4) leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

(b) The employer may provide a State physician to make a further examination.

Section Six. Advance and Extended Sick Leave. (a) No sick leave in excess of the leave accumulated to the employee's credit may be granted by the appointing authority unless approved by the Commissioner of Administrative Services. Such authorization shall be granted only in cases involving extended periods of illness or injury. In requesting an advance of sick leave, the appointing authority shall submit the following facts for the consideration of the Commissioner:

(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.

(b) No advance of sick leave may be authorized unless the employee shall have first exhausted all accrual to his/her credit for sick leave, personal leave, earned lieu time and for vacation leave, including current accruals. No advance of sick leave may be granted unless an employee has completed at least five (5) years of full-time work service. If approved, such extension shall be on the basis of one (1) day at full pay for each completed year of full-time work service. In no case shall advanced sick leave exceed thirty (30) days at full pay.

(c) Any such advanced sick leave as may be granted by the Commissioner of Administrative Services shall be repaid by a charge against such sick leave as the employee may subsequently accrue. Upon the employee's return to duty, one-half of the employee's monthly sick leave accrual shall be deducted for the re-payment of the advanced sick leave (e.g. if an employee would otherwise accrue ten (10) hours of sick leave for a month, the employee shall accrue five (5) hours of sick leave and the other five (5) hours shall be applied to the amount of advanced sick leave owed).

(d) An employee who has at least twenty (20) years of state service and who has exhausted his/her sick leave and his/her advance of sick leave may be granted extended sick leave with half pay for thirty (30) days upon the appointing authority's request and subject to approval by the Commissioner of Administrative Services.

Section Seven. Miscellaneous. (a) 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.

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

(c) 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.

(d) Following exhaustion of sick leave, an employee may request an unpaid medical leave of absence. Such request shall not be unreasonably denied in cases of leave of absence of up to thirty (30) days. Extension of the leave of absence beyond thirty (30) days shall be at the sole discretion of the Employer. An employee who is granted a medical leave of absence, including such a leave for maternity disability, shall not be required to exhaust accumulated vacation or personal leave prior to beginning the leave of absence without pay.

(e) From time to time, on an as needed basis, P-2 bargaining unit members may donate their accrued vacation, personal leave and/or sick leave to a member of the bargaining unit who is suffering from long term terminal illness or disability. Such donation may occur between different employing agencies. No employee may donate more than five (5) days of sick leave in a calendar year.

Section Eight. All agency rules and policies on sick leave for employees of this bargaining unit shall be consistent with this Article.

Section Nine. Upon death of an employee who has completed ten (10) years of State service, the Employer shall pay to the beneficiary one-fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit

as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days pay.

Section Ten. An employee who retires under the provisions of Chapter 66, C.G.S., shall be compensated, effective as of the date of his/her retirement, 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 and shall be charged by the state comptroller to the department, agency or institution in which the employee worked.

ARTICLE 30 PERSONAL LEAVE

In addition to annual vacation, each full-time permanent employee shall have three (3) days of personal leave of absence with pay in each calendar year. Personal leave days not taken in a calendar year shall not be accumulated.

Normally personal leave days will be requested ten (10) 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 leave days will be granted whenever operating needs permit.

Part-time employees who work twenty (20) hours or more per week shall be provided pro-rata personal leave.

ARTICLE 31 COMPENSATION

Section One. Effective and retroactive to July 1, 2021, and upon legislative approval, full-time employees shall receive a \$2,500 (two thousand five

hundred dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. The special lump sum payment shall be paid upon legislative approval for those who were an active employee, who are in the bargaining unit as of March 31, 2022.

Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for those who are active employees and in the bargaining unit, employees who left in good standing with ten (10) years or more of state service or employees who retired after July 1, 2021.

Effective July 1, 2022, the base annual salary for all employees shall be increased by two and one-half percent (2.5%) for those who are active employees and in the bargaining unit. This will be paid in the payroll that includes this date.

Effective July 1, 2022, full-time employees who are active and in the bargaining unit shall receive a \$1,000 (one thousand dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. This will be paid in the payroll that includes this date.

Effective July 1, 2023, the base annual salary for all employees shall be increased by two and one-half percent (2.5%) for those who are active employees and in the bargaining unit. This will be paid in the payroll that includes this date.

Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner

than January 1, 2024, may reopen Article 31 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. During any "opener" contemplated under this provision, only sections one and two of Article 31 (Compensation), shall be open and all other provisions shall remain in full force and effect.

Section Two.

Retroactive to July 1, 2021 and upon legislative approval, the annual increment shall be paid for those who are an active employees and in the bargaining unit, employees who left in good standing with ten (10) years or more of state service or those employees who retired after July 1, 2021.

Effective July 1, 2022, employees shall receive their annual increments and/or lump sum payments on time for active employees who are in the bargaining unit.

Effective July 1, 2023, employees shall receive their annual increments and/or lump sum payments on time for active employees who are in the bargaining unit.

There shall be no increase in the amount of the lump sum payment over the life of this contract.

Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 31 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. During any "opener" contemplated under this provision, only sections one and two of Article 31 (Compensation),

shall be open and all other provisions shall remain in full force and effect.

Section Three. a. Employees shall continue to be eligible for longevity payments for the life of the contract in accordance with existing practice, except as provided otherwise by this agreement. The longevity schedule in effect on June 30, 1985 shall remain unchanged in dollar amounts for the life of this Agreement and is appended hereto. Effective October 1, 1996 calculations for longevity shall be based upon total state service.

b. Employees hired on or after July 1, 2011. No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.

c. Employees shall continue to be eligible for longevity payments in accordance with existing practice and in accordance with the SEBAC 2011 and 2017 Agreement. The longevity schedule in effect on June 30, 1988, shall remain unchanged in dollar amounts during the life of this Agreement.

a) Effective and retroactive to July 1, 2021, shall be paid upon legislative approval for those who are an active employee and in the bargaining unit.

b) July 1, 2022- June 30, 2023 longevity shall be paid on time.

c) July 1, 2023 – June 30, 2024 longevity shall be paid on time.

d) July 1, 2024 – June 30, 2025 longevity shall be paid on time.

Section Four. The existing rules, regulations and rates for night shift differential will continue in force for the life of the contract. The rate for night shift differential shall be eighty cents (\$.80) per hour.

Section Five. 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 at 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 rates for weekend differential shall be fifty-five (\$.55) cents per hour.

Section Six. Objective Job Evaluation. Effective June 23, 1995, the following point to pay grade assignments shall be as follows:

Grade	Point	Range
9	0	97
10	98	105
11	106	113
12	114	122
13	123	131
14	132	149
15	150	169
16	170	185
17	186	202
18	203	220

19	221	239
20	240	259
21	260	275
22	276	290
23	291	310
24	311	332
25	333	355
26	356	381
27	382	409
28	410	427
29	428	443
30	444	469
31	470	497
32	498	524
33	525	552
34	553	578

Section Seven. Except where varied in this Agreement, the method of salary payment in effect on June 30, 1985 shall continue.

Section Eight. In the event that the State determines that an employee has been overpaid, the employee will be notified in writing and the State shall meet with the affected employee and the Union. The State shall arrange to recover such overpayment from the employee over the same period of time the overpayment was made unless the State and employee agree to some other arrangement. Should the employee contest whether or how much he/she was overpaid, the refund procedure shall be stayed until the appeal is resolved.

Section Nine. Should an agency develop the need to implement a standby (on-call) program, it shall first be negotiated between the Union and the State. In the event that an agreement is reached regarding an agency standby (on-call) program, compensation for those designated as being on standby (on-call) shall be at rates indicated in Section Seven (a) and (b) of Article 47. The agreements for such programs shall be incorporated into the contract by MOU.

Section Ten. The State shall reimburse each employee for the cost of the Client Fraud Security Fund.

ARTICLE 32

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.

Section Two. Such assignments may be made when there is a 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-one (31) 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 and/or their designee in writing.

The Commissioner of Administrative Services and/or their designee shall expedite requests for approval of assignments to temporary service in a higher class.

If on or after the thirty-first consecutive calendar day of such service, the Commissioner of Administrative Services and/or their designee has not approved the assignment, or in the event the Commissioner of Administrative Services and/or their designee disapproves the requested assignment, the employee upon request shall be reassigned to his/her former position.

If the employee does not request reassignment to his/her former position, the employee shall continue working as assigned with

recourse under the appeal procedure for reclassification. The form certifying the assignment will specify the rights and obligations of the parties under this Article.

Section Four. Temporary assignments to a higher class for periods of thirty-one (31) calendar days or less shall not be utilized to defeat the basic contractual obligation herein.

ARTICLE 33

CLASS REEVALUATIONS

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

Section Two. The Union but not any employee shall have the right to appeal in writing by submitting data, views, arguments, or a request for a hearing relative to reevaluation of a class or classes of positions allocated to the State Compensation Plan. Within sixty (60) days after the receipt of such written data or holding the requested conference, the Undersecretary of Labor Relations or designee shall answer the appeal.

1. When there is a determination by the Undersecretary of Labor Relations or his/her designee that there are significant enough changes in job content/working conditions to affect the evaluation of the class, the Undersecretary shall notify the Director of the OJE Unit and a MEC hearing will be scheduled within 60 days. This time frame may be extended for an additional 30 days by mutual agreement.
2. If the Director of Labor Relations determines that there are not significant enough job changes in the job content/working conditions, the director will notify the agency and the Union.
 - a. The Union shall have the right to appeal the determination of the Director of Labor Relations or

his/her designee 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.
3. The results of the Master Evaluation Committee class reevaluation hearing are considered to be the final evaluation for that appeal.

Section Three. Nothing in this Article shall be deemed to prevent the State from instituting a class reevaluation on its own initiative. The Union will be given two (2) weeks notice prior to a class reevaluation. Any dispute shall be subject to arbitration in accordance with this Article.

ARTICLE 34

GROUP HEALTH INSURANCE

For the duration of this Agreement, the State shall continue in force the health insurance coverage previously effective, unless modified by the Health Care Cost Containment process or by mutual agreement of the State and SEBAC as prescribed by Statute.

ARTICLE 35

RETIREMENT

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

ARTICLE 36

WORK RELATED DISABILITIES

Section One. Upon presentation to the agency of an injury claim form and supporting medical documentation as the result of a claimed on-the-job injury, the employee shall receive up to four (4) weeks pay, but in no event beyond the determination from the Worker's Compensation Division that the injury is not compensable. An employee shall have the option to use all accrued leave balances between the date of determination and the actual receipt of benefits. If the employee is entitled to Worker's Compensation benefits, the employee shall receive his/her first payment through the agency payroll office no later than four (4) weeks following such determination. An adjustment will be made at that time to provide for:

(a) reimbursement to the agency of up to four (4) weeks pay received by the employee under this clause:

(b) reimbursement of any payment made for leave time under this clause;

(c) restoration to the employee's leave bank of any leave utilized under this clause.

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

ARTICLE 37

HAZARDOUS DUTY

The Union, and not any individual employee shall, upon request, be granted a hearing by the Undersecretary of the Office of

Labor Relations concerning a claim for hazardous duty pay differential. Disputes under this Section shall not be subject to the grievance and arbitration procedure.

ARTICLE 38

UNIFORMS AND EQUIPMENT

(a) During the life of this Agreement, the State will not increase the cost to employees for uniforms and equipment.

(b) The employer shall pay the cost, maintenance, or replacement, of any new equipment, uniforms, security cards, ID cards, and/or security equipment.

ARTICLE 39

TRAVEL REIMBURSEMENTS

Section One. Effective upon Legislative approval of this Agreement, an employee who is required to travel on Employer business shall be reimbursed for meals at the following rates:

Breakfast	\$ 7.50
*Lunch	9.00
Dinner	20.00

Taxes on meals shall be fully reimbursed. Gratuities shall be reimbursed to a maximum of fifteen percent (15%) of the allowable meal maximum.

An employee who is required to remain away from home overnight in order to perform the duties of his/her position, shall be reimbursed for lodging expenses above the specified rate if lodging cannot be obtained at the lower rate and advanced approval is obtained. Advanced approval is not necessary in emergency situations.

*An employee who is involved in transporting a client/resident during the lunch period and who must stop for lunch with the

client/resident shall be reimbursed according to the above rates for the cost of his/her lunch. Otherwise, lunch reimbursement is applicable only to out-of-state travel or when authorized in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services.

Section Two. An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the General Service Administration (GSA) rate. Such rate shall be adjusted upward or downward within thirty (30) days of any adjustment made by the GSA.

Employees required to utilize a personal vehicle for fifty percent (50%) of the assigned monthly work days shall be paid a daily auto usage fee equal to four dollars and fifty cents (\$4.50) for each day of required usage, which shall be in addition to the mileage reimbursement described in Section Two.

Employees shall be notified of the minimum insurance requirements prior to using their personal vehicles in the performance of duties. In an emergency situation, an employee who uses his/her personal vehicle to attend to a client/resident shall be reimbursed regardless of the insurance requirement.

This Section shall not apply if the employee fails to report to work.

Section Three. Both the State and the Union acknowledge that there are occasions and circumstances when out of state travel is required over a weekend or on a holiday. When said circumstances are presented the agency shall first discuss the travel assignment with the individual employee who is most closely associated with the situation and/or case involved.

In the event the identified employee accepts the travel assignment, those hours of work associated directly with the assignment shall be recorded as part of the employee's overtime hours record for the purpose of overtime equalization.

If the identified employee declines the assignment the agency will seek volunteers from within the classification that covers the duties and functions to be provided and such volunteers shall be those who have been identified through the rotational system established in Article 18, Section Two. Any volunteer would have work hours associated with the assignment recorded as part of the employee's overtime hours for the purpose of overtime equalization.

In the event of no volunteers the assignment will revert to the employee who has been identified as most closely associated with the situation and/or case involved. Under these circumstances the employee will be drafted for the assignment.

ARTICLE 40

PRINTING OF AGREEMENT

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

ARTICLE 41

MISCELLANEOUS

Section One. Blue Book. References in this Agreement to "rules and regulations" refer to the "Blue Book," Regulations of the Personnel Policy Board effective July 1, 1975 and any amendments thereto. Such references include also all applicable General Letters and Q-Items.

Section Two. Paid Leave. All accumulations of paid leave will be recorded on an hourly basis.

Section Three. Lateness Due to Hazardous Driving Conditions. When an employee is late for work due to hazardous driving conditions or mass transportation failures, the employee shall not be charged for such lateness provided that

he/she arrives at work within an hour of the start of the shift. In exceptional situations, up to two and one-half (2-1/2) hours may be excused without charge to the employee's leave balances if the severity of conditions so warrants.

Failure to excuse lateness of up to two and one-half (2-1/2) hours shall be subject to the grievance and arbitration provisions of this Agreement. In any such 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.

Section Four. Summer Picnic and Holiday Party.

State agencies will release employees for up to one-half day off with pay to attend one (1) annual picnic and (1) Holiday party. In no case shall employees be released for more than the time of the event and employees who do not attend shall not be entitled to compensatory time. Employees shall cooperate in providing office coverage during such events, and responsibility for such coverage shall be equitably distributed.

Section Five. Snow Days

A. Essential Employees

Definition-for this purpose "essential" means required by the Employer to work outside the home during a period other bargaining unit employees are paid but relieved from work due to a closing.

Where a primarily non-hazardous duty bargaining unit includes both essential and non-essential employees, and the former receive only normal pay for working during his/her normal hours during a situation where the governor orders a closing of some or all of that employee's normal shift, the following shall apply: Notwithstanding any provision providing overtime for working outside normal shift hours, such person shall

receive straight time comp time for the hours worked during the employee's normal shift where the state has been ordered closed or the Governor has directed nonessential state employees not to report to work.

B. Vacation, PL and Sick Time Impact for Non-Essential Employees:

- 1) Employees out sick shall not be charged a sick day or personal day if the state is closed or the Governor has ordered nonessential state employees not to report to work during that employee's normal work shift.
- 2) Employees on vacations for less than a week shall not be charged a vacation day if the state is closed during that employee's normal work shift.
- 3) Employees scheduled out of the office on leave for a week shall be charged for such leave if the state is closed during such time.

C. 10 month Employees Choosing a 12 month Pay Plan - Shall be treated like any other 12 month employee for purposes of inclement weather closings

**ARTICLE 42
SUPERSEDEENCE**

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 or

his/her 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 or designee or agent of the Governor that are not otherwise superseded by this Agreement, notwithstanding any contrary provisions of Article 2.

Statutes or regulations shall be construed to be superseded by this Agreement as provided in the Supersedence Appendix or where, by necessary implication, no other construction is tenable.

The Employer shall prepare a Supersedence Appendix listing any provisions of the Agreement which are in conflict with any existing statute or regulation for submission to the legislature. The Union shall be consulted in the preparation of the Supersedence Appendix.

ARTICLE 43

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, Connecticut General Statutes or as otherwise provided by said Section. The State Employer shall request such approval as provided in Section 5-278. If the legislature rejects such request as a whole or any portion thereof, the parties shall act in accordance with Connecticut General Statute 5-278.

ARTICLE 44

SAVINGS CLAUSE

Should any provision of 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, Article 2 notwithstanding; provided, however, that negotiations shall not be required during the pendency of any appeal, unless the particular provision is not being implemented.

ARTICLE 45

TUITION REIMBURSEMENT

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

Section Two. There shall be a fund for the purpose of tuition reimbursement. The State shall allocate to this fund \$300,000 effective upon legislative approval and retroactive to July 1, 2021 and annually thereafter for each year of this agreement.

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

Section Three. An employee applying for tuition reimbursement must submit the appropriate forms not less than two (2) weeks prior to the start of the course. After approval has been received, if the employee decides not to take the course(s) or to drop a course(s), he/she shall notify the Employer so that funds may be utilized for another employee. Upon presentation

of evidence of payment and successful completion of the course(s), the employee shall receive tuition reimbursement as follows:

(a) Effective July 1, 2017, maximum reimbursement shall be equal to the applicable University of Connecticut resident credit hour rate, but at no point shall it be less than \$150.00 per credit hour for undergraduate classes or \$250 for graduate.

(b) For other courses or programs, reimbursement shall be available at 50% of the above rate.

Section Four. Tuition reimbursement for external degree programs and for courses offered at non-accredited institutions or non-credit courses shall be subject to prior approval by the Department of Administrative Services Human Resources professional Development.

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

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

ARTICLE 46

CONFERENCE AND WORKSHOP FUNDS

Section One. Effective July 1, 2022 and each contract year thereafter, there shall be \$100,000 allocated for attendance by P-2 employees with more than six (6) months of service at professional seminars, workshops or conferences. Each employee shall be entitled to a maximum of \$500.00 reimbursement per contract year toward the cost of fees, travel, food and lodging related to attendance at such events. This entitlement may be combined once in any two (2) year period.

An employee may use a previous year's unused entitlement for \$1000 provided prior year funds were rolled over and available. Reimbursement for travel, food and lodging shall be consistent with Article 39 (Travel Reimbursements) of this Agreement and applicable State travel regulations.

Funds not reserved for seminars, workshops or conferences by March 1 of each year may be transferred to the P-2 tuition reimbursement program upon request of the Union.

Funds committed for workshops/conferences in one (1) fiscal year shall carry over to the next contract year.

Section Two. Request for attendance at professional seminars, workshops or conferences must be submitted to the Agency Head at least three (3) weeks in advance. If monies are available, and agency approval for time off is obtained, the request will normally be considered approved. In the event of a dispute, at least two (2) weeks prior to attendance, the request shall be forwarded to the clearing committee. The clearing committee will coordinate its activities with the designated personnel at the Office of the State Comptroller. The clearing committee shall have two (2) members: one (1) appointed by the Union and one (1) appointed by the State.

Section Three. If an employee who has had a conference/workshop approved does not attend such, notice of cancellation shall be provided to the facility's business office, which shall promptly notify the Comptroller of said cancellation.

As soon as possible but not more than thirty (30) days following the conference/workshop, 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/conference was scheduled, the funds committed for that activity shall be released and made available for others.

Section Four. Employees who attend these activities may be requested by management to prepare reports and/or make a presentation on the events and information acquired.

ARTICLE 47

STANDBY PROGRAM

Section One. Within the Department of Children and Families a Standby Program is necessary to ensure after hours coverage. This program will be staffed with primary after hours workers who will be assigned to Hot-Line and by Regional Office staff who will provide backup standby coverage. A written announcement of this program will be sent to all potentially qualified employees and a copy of this notice will be posted on DCF bulletin boards. Each region shall maintain a list of qualified volunteers.

Section Two. Standby Program staffing needs will be met by such volunteers before qualified employees are involuntarily assigned. Standby assignments will be based on a rotating schedule involving sixty-four (64) hours of availability for the primary after hours workers. Backup standby workers will normally be assigned for a week's duration; however, this does not preclude individual employees switching full days.

Section Three. Schedules for the primary standby workers will be developed by Hot-Line Administration. Schedules for backup standby staffing will be drawn up in each region. Assignments of slots within the backup schedules shall be determined on the basis of seniority. Such assignment shall be accomplished in accordance with Memorandum of Understanding XI, Appendix B.

Although seniority shall prevail in the selection of placement in the rotation, all qualified volunteers will be given an opportunity to participate in the backup Standby Program before an individual is scheduled more than once within the region. The length of schedules for backup standby coverage will be determined by the number of volunteers; however, no schedule shall be less than four weeks nor greater than twelve weeks.

Copies of the regional schedules shall be sent to the President of Local 2663 when initially established.

Section Four. Every effort will be made to staff the backup Standby Program with employees on the volunteer lists. If there is an insufficient number of volunteers, the selection of employees for involuntary standby assignment shall be made in the inverse order of seniority starting with the least senior permanent employee qualified to perform the work. If such involuntary assignments are necessary in a Region, the process of applying inverse seniority would be capped so that no employee shall be involuntarily assigned to work standby more than one (1) week out of eight (8).

Section Five. Qualified employees for standby assignments (primary and backup) must meet the following criteria:

(a) Permanent status with the most recent service rating being satisfactory or better. For purposes of qualifying for backup standby assignments Social Worker Trainees shall be eligible after completion of six months of service if they are considered by their supervisor to possess the requisite skills. The achievement of permanent status for Social Worker Trainees is based on the relevant statutes and regulations governing the successful completion of their training period.

(b) Experience in intake and/or protective services work.

(c) Access to telephone services and ability to respond to crisis calls in a timely fashion. This includes consideration of the employee's proximity of residence to the geographic area(s) being serviced.

(d) Continued satisfactory performance as a Standby Worker.

Section Six. (a) When a vacancy occurs in a primary standby position, the agency will review the applications of permanent employees seeking lateral transfer to such vacancies. Of those applicants who are equally qualified for the vacancy, preference will be given to the employee with the greatest seniority as defined in Article 12, Section One. If the more senior employee applying for a vacancy under this provision is not selected, he/she will have the right to grieve and arbitrate the selection of a less senior employee. In any arbitration of a dispute under this section, the arbitrator shall give substantial weight to the judgment of the employer in applying the relevant evaluation standards. Junior employees cannot grieve the selection of a more senior employee.

(b) The duty station of each assigned primary standby worker shall be their residence. A State car will be available for use in the Standby Program.

(c) A Home and Office premium annual payment of five hundred (\$500.00) dollars shall be paid to those workers assigned to the full time primary standby function and who have performed such function for a full year. Individuals who have completed less than a full year of primary standby work shall be entitled to a pro-rata payment based on the number of months of service.

The premium shall be paid on a semi-annual basis of two hundred and fifty (\$250.00) dollars each.

(d) Standby workers involved in the transportation of a client during assigned hours, and who must stop for a meal with the client, shall be reimbursed for their meal at the lunch rate

specified in the Travel Reimbursement Article, in addition to reimbursement for the client's meal.

(e) Standby workers called out on a premium holiday shall be paid time and one-half for all hours worked on the holiday.

Section Seven. (a) Compensation for backup standby workers shall be at the rate of four dollars and twenty-five cents (\$4.25) per hour (effective July 1,2022) for hours of standby assignment when the regional office is closed during the week, on weekends and on non-premium holidays. In addition, a backup standby worker assigned to a case emergency shall receive his/her applicable rate for the period of such assignment.

(b) Compensation for backup standby workers shall be at the rate of five dollars and twenty five cents (\$5.25) dollars per hour (effective July 1, 2022) for the twenty-four (24) hour shift where the beginning of the shift falls on New Year's Day (January 1), Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas (December 25).

(c) The legislative approval date of the P-2 agreement shall be the effective date of the standby compensation rates listed in Section Seven (a) and (b).

Section Eight. Should there be a ruling which treats Social Workers as non-exempt under the Fair Labor Standards Act which significantly impacts the cost of staffing the Hot-Line and Standby Programs, the State reserves the right to change the staffing of these programs in order to minimize the fiscal impact. The Union has the right to impact bargaining over such a change.

ARTICLE 48

PAST PRACTICES

Any change in or discontinuation of an 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 Article 15 (Grievance Procedure).

ARTICLE 49

DURATION OF AGREEMENT

This Agreement covers the period July 1, 2021 to June 30, 2025.

P-2 is party to separate agreements with the State, through SEBAC 2017, regarding telework and AWS.

APPENDIX A

CROSS UNIT HANDLING OF DURATIONALS, TEMPORARIES, SNOW DAYS AND FLEXIBLE SCHEDULING

I. Durational positions and Temporaries (Offered to all OLR Bargaining Units)

Definitions:

Temporary: Position filled for a short term, seasonal, or emergency situation, including to cover for a permanent position when the incumbent is on workers' compensation or other extended leave, not to exceed 6 months. May be extended up to one year. If a temporary employee is retained greater than 12 months said employee shall be considered durational.

Durational: An employee hired for a specific term, for a reason not provided above, including a grant or specially funded program of a specific term, not to exceed one State, through SEBAC 2017 year.

Status: A temporary employee shall become durational after 6 months or one year if extended.

A durational employee shall become permanent after six months, or the length of the working test period, whichever is longer.

Benefits: A temporary employee shall receive such benefits as provided by state or federal law, and such additional benefits as currently provided by the respective agreements and practice applicable to the unit, which may include:

- Health and life Insurance
- Pension credit
- Paid Holidays
- PL Days
- After 6 months, vacation, sick and personal leave retroactive to date of hire.

An employee hired for a durational position or treated as a durational after a period of temporary employment shall receive:

- The same benefits as any other employee would receive during his/her working test period.
- Upon becoming permanent, the same benefits as any other permanent employee.

MEMORANDUM OF UNDERSTANDING
DEPARTMENT OF LABOR JOB FAIRS

The State of Connecticut, the Department of Labor (DOL) and the American Federation of State, County and Municipal Employees – Council #4 (AFSCME) have reached agreement on the process to utilize when staff is needed at DOL to conduct job fairs and/or other infrequent assignments in the community.

1. The State and the Union recognize that the opportunities provided to the citizens of the State of Connecticut via “job fairs” and/or other infrequent activities in the community conducted and supported by DOL are positive, desirable, and should be promoted.
2. The State and the Union agree that the staffing needed for job fairs or other community assignments should first be sought by volunteers who are responsive and interested in working at such assignments.
3. Therefore, DOL will solicit volunteers to work at Department conducted job fairs and/or community assignments. The solicitation shall be from each local office and a listing of volunteers will be maintained at each local office. The solicitation shall be renewed each July of each contract year. An employee volunteering during one contract year will be continued as a volunteer the subsequent contract year(s) unless he or she officially withdraws from the volunteer list.
4. When a job fair and/or community activity is to be conducted, the DOL will consult the volunteer list to obtain employees willing to work the assignment and adjust their normal schedules so not to exceed forty (40) hours of work during the workweek that incorporates the assignment.

5. If there are insufficient volunteers, DOL shall select from the list(s) the employees needed to work assignment. Those selected employees shall work the assignment without schedule adjustment. In this circumstance the employees will be compensated at the appropriate overtime rate.
6. DOL management retains the right to determine numbers of employees and classifications needed to attend job fairs and/or other infrequent assignments in the community.

**MEMORANDUM OF UNDERSTANDING
DSS-PROTECTIVE SERVICES ELDERLY STANDBY PROGRAM**

The State of Connecticut, the Department of Social Services (DSS) and AFSCME, Council #4 has agreed upon a standby program to be utilized by the DSS for its Protective Services for the Elderly Program (PSE). The provisions of and for that standby program are as follows:

1. DSS shall be responsible for staffing the standby program with qualified employees. The State and the Union herein agree that “qualified” refers to an agency Social Worker, Social Work Supervisor or Children Services Consultant.

2. The State and the Union further agree that employees within those classes identified in item #1 (above) must have obtained permanent status in the class; must have an average of 40% or greater of PSE as part of his/her daily work assignment; must have an overall “Satisfactory” service rating on his/her most recent appraisal; and must have access to telephone services and the ability to respond in a timely fashion.

2. To facilitate Standby service, the Agency will ensure that:

- a) A cell phone is available for staff use during standby hours. The cell phone is for business use only.
- b) A State car is available to staff for transportation should responding be necessary.

4. Staffing needs shall be achieved by volunteers. However if there are too few volunteers, qualified staff shall be assigned standby in accordance with inverse seniority.

5. The management of DSS retains the right to determine the number of staff to serve the standby requirements, inclusive of the right to continue the program. DSS also reserves the right to cease the participation of any individual employee, provided the reason for such is provided to the affected employee. Such removal shall not be subject to the grievance and arbitration procedure. Six (6) months after removal, an employee may petition DSS to be restored to the rotation; the Agency’s decision to reinstate is not subject to the grievance procedure. An employee may continue to

file for reinstatement at a minimum six (6) month intervals.

6. Standby assignments shall be on a rotating schedule of one-week tour of duty. The tour of duty shall correspond to the workweek. Standby status during the tour of duty is for those hours designated standby excluding actual hours of work.
7. Staff on standby status who are called upon to perform designated duties shall be compensated in accordance with the appropriate contractual provision (Article 18, Section One or Article 27 Section Three).
8. Notwithstanding item #7 above, an employee shall not be compensated for the first fifteen (15) minutes of telephone response time. If such work exceeds fifteen (15) minutes the employee shall receive compensation to the nearest quarter hour of all such work. The fifteen (15) minutes is an aggregate figure per standby shift as opposed to a “per phone call” figure.
9. Compensation for standby status shall be in accordance with the appropriate contractual provision (Article 47, Section 7).

MEMORANDUM OF UNDERSTANDING VII DSS ALTERNATIVE WORK SCHEDULES

The Office of Labor Relations, State of Connecticut, hereinafter referred to as the “State”, the Department of Social Services, hereinafter referred to as “DSS” and the American Federation of State, County and Municipal Employees, Social and Human Services Bargaining Unit, hereinafter referred to as the “Union” have reached the following agreement concerning alternative work schedules:

1. DSS recognizes that the availability for employees to work schedules other than the standard schedule with regular established hours in five (5) consecutive days may be beneficial to both the employees and the agency.
2. AFSCME recognizes that the availability of particular work schedules may be restricted due to services to be provided and operational needs of DSS.
3. DSS shall provide alternative schedules that include: 1) Four day workweek, 2) Varied fixed hours within five (5) consecutive days and 3) flexible work schedules without fixed hours subject to the provisions of items 6 and 10.
4. All alternative schedules shall incorporate standard break and lunch periods. All schedules must require forty (40) hours of work time within the workweek.
5. All employees regardless of the schedule must work core hours (9:30 a.m. through 3:00 p.m.). All schedules must be arranged within the bandwidth hours (7:00 a.m. through 8:00 p.m.).
6. Specific hours and schedules shall be mutually agreed upon between the employee and the management designee. The operating need of the office or region will have primary consideration when assessing whether a schedule request can be granted.
7. Where schedule requests create conflict in staffing requirements preference will be given on the basis of seniority as defined in Article 12, Section Two.
8. Leave time taken by employees on any alternative schedule will be recorded on an hour-for-hour basis. Leave time taken

on a flex schedule will be prearranged as in vacation time; personal leave days cannot exceed twenty-four hours; sick leave will equate to the hour the employee would have otherwise worked on the day of such sick occurrence.

9. Holidays shall be recognized as eight (8) hours. Therefore, in weeks where there is a holiday, employees on compressed work schedules will be required to adjust their schedule to accommodate the work requirement of the remaining thirty-two (32) hours. Said schedule adjustment must be submitted and approved by management the week prior to the week in which the holiday falls.
10. Employees electing flexible schedules must, once the election is affirmed by management, submit the general work plan for each pay period the Thursday pay day preceding said period. Employees retain the right to elect the standard work schedule inclusive of the right to return to a standard following the proper notice.
11. A Labor Management Committee consisting of representatives from Locals #714 and #2663 and a representative from AFSCME plus an equal number of management representatives shall be established. This committee shall discuss issues that may arise concerning the various alternative schedules and operation of the program. This committee shall be chaired by the Agency's Labor Relations Manager. The committee shall be empowered to resolve issues, by mutual agreement, within the guidelines of this Agreement.
12. The alternative work schedule program will operate on a six months trial period to start October 2003.

13. The right to terminate this program with notice is retained by both management and the Union. In exercising this right the provisions of Article 17, Section One (d) govern.

MEMORANDUM OF UNDERSTANDING DSS VACATION SCHEDULING

The Office of Labor Relations, State of Connecticut, hereinafter referred to as the “State”, the Department of Social Services, hereinafter referred to as “DSS” and the American Federation of State, County and Municipal Employees, Social and Human Services Bargaining Unit, hereinafter referred to as the “Union” have reached the following agreement as to vacation scheduling:

1. The State and DSS acknowledge that the contract is silent on the subject of vacation scheduling, other than the grant being based upon seniority (Article 28 Section Four).
2. The State, DSS and the Union recognize that all employees are entitled to take at least one (1) week of vacation during prime time; June 1st through September 10th.
3. Obviously, to afford each employee vacation during prime time requires some pre-planning and scheduling by the agency and the employees.
4. It is necessary for each employee within DSS, regardless of term of service or accrued vacation entitlement, to submit a schedule request for vacation during the prime vacation period of June 1 through September 10. Therefore, each employee shall be required to submit his/her vacation request for this prime period no later than April 1st of each calendar year.

5. Non-prime time vacation requests are encouraged to be submitted no later than September 1 for the period of September 10 through December 31. Schedules shall be posted by DSS no later than October 1.
6. An employee is free to request any vacation period desired however said employee may not use seniority to displace another pre-approved vacation request.
7. Due to vacation accruals being credited after an earned period, employees may schedule vacation periods based on anticipated accruals/entitlements. However, the actual grant of vacation time is dependent upon the employee having accrued time available at the time of such vacation leave.
8. In the event an employee requests vacation during the prime period and subsequently has no entitlement the date shall become available for request by any employee having entitlement beyond the one (1) week obligation.
9. By virtue of this agreement the Union withdraws any and all grievances that have been filed on this subject of vacation scheduling and the Union also agrees to withdraw any and all Prohibited Practices (SPP 24510) that have been filed on this subject of vacation scheduling.
10. The Union furthermore agrees not to file or pursue any new grievances, prohibited practices or other legal actions on this subject of vacation scheduling that has been resolved by virtue of this understanding (agreement).
11. This agreement is with prejudice and shall be the standard for future vacation scheduling at DSS. This agreement shall not serve as precedent in any pending or future disputes

involving other agencies and shall not be admissible as evidence in an arbitration or other proceeding involving any parties other than DSS and the Union.

MEMORANDUM OF UNDERSTANDING DCF STANDBY PROGRAM

The Office of Labor Relations, the State of Connecticut, hereinafter referred to as the “State”, the Department of Children and Families, hereinafter referred to as “DCF” and the American Federation of State, County and Municipal Employees, hereinafter referred to as the “Union” have reached the following agreement concerning its standby program resulting from the area office alignment instituted by DCF:

1. The Union recognizes that DCF has established a number of area offices (13) for purposes of organizational operations and directives. These area offices effectively replace the Regional organization structure that had previously existed.
2. The State and DCF acknowledge that the area structure presented issues of contract (P-2 collective bargaining agreement) administration.
3. Due to contractual provisions that are inconsistent with the area office definitions the State acknowledges that for the duration of the term of the current collective bargaining unit agreement, DCF shall maintain current six (6) region designations for layoff administration (Article 13) and for the Standby administration (Article 47). (See Appendix B attached.)
4. In determining who the standby personnel shall be, volunteers, as specified in Article 47 Section One, shall be obtained within the six (6) regional designations. Qualified

volunteer lists shall be maintained by DCF from each of these regions.

5. The backup standby workers shall continue to be drawn from the six (6) designated regions. The Union and DCF agree that the weekly backup coverage will consist of up to four (4) workers per each of the six (6) designated regions and shall be consistent with the rules attached (Appendix A).
6. The provisions of Article 47 Section Four and Five are reaffirmed.
7. The Union grants that DCF may assign backup standby workers across region lines if operational need so requires such assignments in the opinion of DCF management.
8. A holiday weekend is defined as a Saturday and Sunday including a Friday or Monday holiday. When there is a Holiday weekend and standby coverage is required, the Union recognizes and accepts the right of DCF to require, up to two (2) of the four (4) personnel who will be working backup standby coverage in a region to have at least one (1) year of investigatory experience within the last ten (10) years. All involuntary assignments shall be by the least senior employees who meet the one (1) year investigations experience whose permanent work location is in the region of the backup standby assignment.
9. This Memorandum of Understanding is without precedent in any future disputes or complaints that may be filed. This Agreement is not to be referenced, used or presented in any dispute between the parties in any forum. The sole exception would be a dispute dealing with the application/administration of this Memorandum of Understanding.

Memorandum of Understanding

Article 14-DCF Transfers

The parties agree it is in the best interest of the parties to comply with the language in Article 14, pertaining to DCF, whenever possible without destabilizing the workforce and caseloads of any single location, thereby negatively impacting the Children and Families served by the Agency. Therefore the parties agree to establish a Labor/Management Transfer Subcommittee to include one member of DCF senior administration, the HR Business Partner, the Labor Relations Manager, and HR staff instrumental in implementation of the decisions of the subcommittee, and not more than six (6) representatives from the union. The first matter for discussion of the subcommittee will be elimination of the present seniority list, reconstitution of a new seniority list and a time frame for such, and methods for maintenance and submissions to, and implementation of the new list. The monthly meetings will consist of consideration of vacancies, identification of transfer opportunities and swap opportunities, with the intention of establishing the maximum number of opportunities for movement that can be accommodated, without destabilizing operations in any one location. The agency shall have the final word on destabilization. Such decisions shall not be grievable. The parties agree that after the agreed movement is accommodated, recruitments filled by other means will continue until the next monthly meeting, in order to allow ongoing recruitments to continue unhindered. Notwithstanding the above provisions above, Article 14, sections two (2) through seven (7) remain in effect.

MEMORANDUM OF UNDERSTANDING

The State of Connecticut (hereinafter referred to as the "State"), the Office of Higher Education (hereinafter referred to as "OHE") and the American Federation of State, County and Municipal Employees (hereinafter referred to as "AFSCME") have reached the following agreement with respect to classifications within the AFSCME Local 1588 bargaining unit:

1. As certified by the Connecticut State Board of Labor Relations in Case No. SE-12069 - Decision No. 2744, AFSCME Local 1588 is the exclusive bargaining agent for the following administrative job titles used by the Office of Higher Education and the State Department of Education:

Director
Associate Director
Senior Associate
Senior Consultant
Consultant Associate
Executive Assistant 2
Executive Assistant 1
Executive Assistant
Professional Assistant

2. Upon legislative ratification of the P-2 contract for the period July 1, 2021 through June 30, 2025, the parties agree that AFSCME Local 1588 will become part of the P-2 bargaining unit. AFSCME shall continue to be the exclusive bargaining agent for the above titles.

3. All titles that comprised the AFSCME Local 1588 bargaining unit shall be red-circled as of the date of legislative ratification.

4. On or before January 1, 2023, the State will commence an Objective Job Evaluation ("OJE") of the above titles. Such OJE shall be completed by June 30, 2024. The purpose of the OJE is to evaluate all aspects of each job class and to determine whether salary adjustments are warranted. Upon completion of the OJE, incumbents in the above titles will be placed into existing P-2 job titles that correspond with their respective duties, or alternatively the State may elect to create new job titles. All employees in the above classifications shall remain on their existing range pay plan through the completion of the OJE, after which they will be compensated utilizing the "SH" salary schedules. Any remaining 1588 incumbents placed in a P-2 title which is a "downgrade" shall remain red circled at their then rate and receive all future negotiated pay increases for their respective title. The OJE results will be bargained at the same time as the July 1, 2024 wage re- opener

5. The parties recognize that vacancies may occur in the red circled titles either prior to or after legislative ratification of this agreement. In the event of such a vacancy, nothing shall prevent OHE from refilling the vacancy with a job title that exists outside (or inside) of the P-2 bargaining unit and for which P-2 is not the exclusive bargaining agent. The Union agrees that it will not file a grievance, labor charge or take any other legal action to contest the filling of vacancies in this manner.

6. Vacation Accrual Rate. Employees in the above titles at the time of legislative ratification shall

continue to accrue vacation at the rate set forth in the Local 1588 Agreement. Employees hired after legislative ratification shall accrue vacation at the applicable rates as proscribed in Article 28 of the P-2 Contract.

7. Maximum Vacation Accruals. Employees in the above titles at the time of legislative ratification who are within 5 years of retirement eligibility shall retain the current maximum of one hundred twenty (120) days. Other employees who have accumulated vacation to an amount above the P-2 payout shall have two (2) years after legislative ratification to spend down (use vacation leave) to the P-2 maximum. All other employees shall be eligible to accrue vacation to a maximum as proscribed by the P-2 contract.

8. Longevity: At the time of legislative approval, employees who have the requisite years of service to receive longevity pursuant to the Local 1588 agreement shall continue to receive longevity at their current (2021) rate, until and unless exceeded by the corresponding P-2 amounts. The parties recognize that employees hired after July 1, 2011 are not eligible for longevity.

9. The following Articles of the P-2 Contract shall not apply to the titles identified above until completion of the OJE process described above: Article 14 (Transfers) except as it applies to reassignments, and sections 6 and 7 shall also apply, Article 15A (Reclassification Grievances), Article 32 (Temporary Service in a Higher Class) and Article 33 (Class Reevaluations).

10. Other Terms and Conditions. Except as

otherwise provided herein, the terms of the 2021 - 2025 P-2 Contract shall apply to all employees in the titles identified above.

11. The vacation and longevity rates contained herein shall not constitute comparable rates nor be admissible in any future P-2 negotiation or interest arbitration.

MEMORANDUM OF AGREEMENT DCF- OUT OF STATE VISITATION UNIT

The Office of Labor Relations, the State of Connecticut, hereinafter referred to as the “State”, the Department of Children and Families, hereinafter referred to as “DCF” and the American Federation of State, County and Municipal Employees – Social and Human Services Bargaining Unit, hereinafter referred to as “AFSCME” or the “Union” have concluded negotiations on the establishment of an unscheduled workweek within DCF. The following conditions have been agreed upon:

1. Staff assigned to the Out of State Visitation Unit (OSVU), within the Bureau of Adolescent and Transitional Services shall work unscheduled workweeks as defined in Article 17 Section One (c) of the collective bargaining agreement; however such schedules will be defined and granted on a two week basis.
2. The classifications within this unit (OSVU) that shall enjoy these unscheduled workweeks are Social Workers and Social Work Supervisors.
3. Employees in planning their duties and visitations shall submit their anticipated hours

and workdays to designated management at least two (2) week in advance.

4. It is obvious that variation from the planned work schedule may occur due to work demands. This is by definition the nature of an unscheduled workweek.
5. DCF and the Union recognize that there may be need for overtime hours within this OSVU. Where the work demands require working beyond 40 hours within a workweek the employee will be required to obtain authorization from management prior to working such overtime. It is recognized on rare occasions there may be an immediate need which can only be achieved by a judgment of the employee to work extra hours. In such circumstance the extra hours will be explained to management on the following day.
6. The very nature of an unscheduled workweek affords flexibility in daily hours while maintaining a 40 hour workweek. Hours required beyond 40 are those where authorization is required (item #5).
7. It is understood and accepted by DCF and AFSCME that the classifications herein involved are eligible for overtime compensation at a premium of 1 and 1/2 times the regular hourly rate under the provisions of Article 18 Section One.

8. For purposes of administering Article 13 Section Three and Article 14 Section Two the OSVU shall be considered located at the Central Office of DCF.
9. When vacancies exist within OSVU, DCF will seek volunteers from employees with Child Protective Services (CPS) experience. Should there be insufficient volunteers; involuntary transfers shall be made consistent with Article 14 Section Four.

APPENDIX C

DCF CARELINE POSITIONS

In full and final agreement regarding the issue of rotational assignments of Social Workers to the Careline's screening function, the undersigned parties agree to the following:

1. The DCF Careline may post positions for lateral transfer applicants specifying that the transfer assignment be for a defined period, up to a maximum of a two (2) year period. At the conclusion of the announced time period for the position, the selected transfer candidate will return to his/her former region.
2. In the event that management is seeking to refill a schedule slot in the screening function, that opening in the schedule shall be posted within the Division prior to posting agency-wide, giving current Careline employees right of first refusal for that opening.
3. In the event that staffing levels at the Careline are significantly reduced, both parties reserve and retain all of their rights, to reopen this agreement.

4. Management agrees to provide employees with a written response to request(s) for time off on a holiday no later than two (2) weeks from the designated deadline for submission of those requests. (e.g., December 1 deadline – December 15 response) Arrangements between Careline Staff such as sharing/splitting shifts or volunteering to work a holiday will continue.
5. This Agreement shall not serve as a precedent in any pending or future matter which may arise between the parties.
6. This Agreement is entered into voluntarily and all parties have had sufficient time to evaluate its provisions.
7. This Agreement shall not be appealed in any manner or forum.

SUPERSEDEDENCE APPENDIX

P-2

(EFFECTIVE JULY 1, 2021 TO JUNE 30, 2025)

NEW PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Union Security and Payroll Deductions	Article 6	C.G.S. 5-260, C.G.S. 5-280
Service Ratings	Article 9	C.G.S. 5-237
Working Test Period	Article 11	C.G.S. 5-230 Reg. 5-230-1
Compensation General Wage Increases	Article 31	C.G.S. 5-200(k) C.G.S. 5-200(m)
Compensation Increments	Article 31	C.G.S. 5-200(k) C.G.S. 5-200(m)
Compensation Lump Sum	Article 31	C.G.S. 5-200(k) C.G.S. 5-200(m)
Compensation Special Lump Sum	Article 31	C.G.S. 5-200(k) C.G.S. 5-200(m)
Longevity payments	Article 31	C.G.S. 5-213 Regulation 5-213-1
Temporary Service in a Higher Class	Article 32	C.G.S. 5-209
Tuition Reimbursement	Article 45	C.G.S. 4-87, C.G.S. 4-89
Conference and Workshop Funds	Article 46	C.G.S. 5-200(k) C.G.S. 5-200(m)
Standby Worker stipends	Article 47	C.G.S. 5-200(k) C.G.S. 5-200(m)
Hours of Work	DSS MOU	C.G.S. 5-250 Regulation 5-250-1 through 5-250-7
MOU – Accretion	MOU	C.G.S. 5-250 Regulation 5-250-1 C.G.S. 5-250-1, 5-250-2, 5-250-5 and 5-250-6 Regulation 5-250-1 through 5-250-7

		C.G.S. 5-213 Regulation 5-213-1
All funds, Stipends, fees, differentials and other economic items not otherwise TA'd shall remain at the rate in effect on June 30, 2021 for the life of the collective bargaining agreement.	Entire Agreement	C.G.S. 5-200(k) C.G.S. 5-200(m)

NOTE: The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

P-2 UNIT CLASSIFICATIONS
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
STATE OF CONNECTICUT

<u>Classification</u>	<u>Salary Grade</u>
CDHI Counselor For the Deaf and Hearing	SH22
CDHI Supervisor of Counseling Services	SH24
Child Care Licensing Specialist	SH23
Child Care Licensing Supervisor	SH25
Children Services Consultant	SH25
Community Advocacy Specialist	SH22
Complaint Officer	SH19
Connecticut Careers Trainee	SH15
(Social and Human Services)	
Developmental Services Investigator	SH23
DMHAS Housing Program Coordinator	SH21
Eligibility Services Specialist	SH20
Eligibility Services Supervisor	SH23
Eligibility Services Worker	SH19
Employment Security Appeals Referee	SH26
Employment Security Associate Appeals Referee	SH28
Employment Security Intermittent Interviewer	SH14
Employment Security Investigator	SH19
Employment Security Principal Appeals Referee	SH31
Extension Program Education Coordinator	SH17
Extension Program Education Liaison	SH14
Fair Hearings Officer	SH25
Fair Hearings Supervisor	SH28
Field Representative	SH23
Field Representative – Services for the Blind	SH22
Field Supervisor of Wage Regulation	SH26
Human Rights and Opportunities Affirmative Action Program Analyst (RC)	SH23
Human Rights and Opportunities Assistant Commission Counsel I (RC)	SH24
Human Rights and Opportunities Complaint	

Intake Officer	SH19
Human Rights and Opportunities Representative	SH24
Human Rights and Opportunities Supervisor	SH27
Human Rights and Opportunities Trainee	SH17
Human Rights Attorney 1	SH25
Human Rights Attorney 2	SH28
Human Rights Attorney 3	SH32
Human Services Advocate	SH22
Human Services Advocate	SH21
(Department of Mental Health and Addiction Services)	
Interpreter Coordinator	SH24
Interpreter for the Deaf and Hard of Hearing	SH22
(Statewide Services)	
Labor Department Adjudications Specialist (RC)	SH23
Labor Department Adjudications Specialist	SH20
Labor Department associated Community Services Representative (RC)	SH21
Labor Department Associate Community Services Representative	SH19
Labor Department Business Services Specialist (RC)	SH23
Labor Department Business Services Specialist	SH20
Labor Department Career Development Specialist (RC)	SH23
Labor Department Career Development Specialist	SH20
Labor Department Community Services Representative (RC)	SH20
Labor Department Community Services Representative	SH17
Labor Department Operations Coordinator (RC)	SH28
Labor Department Operations Coordinator	SH25
Labor Department Programs and Services Coordinator (RC)	SH26
Labor Department Programs and Services Coordinator	SH23

Labor Department Resource Associate (RC)	SH23
Labor Department Resource Associate	SH20
Labor Department Veterans Employment Outreach Worker (RC)	SH19
Labor department Veterans Employment Outreach worker	SH17
Lead Developmental Services Investigator	SH25
Marketing Representative	SH28
Protection and Advocacy Program Director (RC)	SH28
Public Assistance Consultant	SH26
Quality Control Reviewer (Social Services)	SH22
Quality Control Reviewer (Vocational Rehab)	SH22
Quality Control Supervisor	SH25
Social Services Analyst	SH21
Social Services Assistant	SH11
Social Services Investigations Supervisor (Child Support)	SH24
Social Services Investigations Supervisor (Fraud and Resources)	SH24
Social Services Investigator (Child Support)	SH20
Social Services Investigator (Fraud and Resources)	SH20
Social Services Lead Investigator (Child Support)	SH21
Social Services Lead Investigator (Fraud and Resources)	SH21
Social Services Liaison Officer	SH17
Social Services Program Assistant Specialist	SH23
Social Services Program Assistant Supervisor	SH25
Social Services Program Assistant Tech 1	SH17
Social Services Program Assistant Tech 2	SH21
Social Services Program Specialist	SH28
Social Services Supervising Analyst	SH25
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LONGEVITY
SEMI-ANNUAL PAYMENT
(JULY 1, 2016 THROUGH JUNE 30, 2022)

Salary Group	10 Years	15 Years	20 Years	25 Years
1-11	75.00	150.00	225.00	300.00
12	75.25	150.50	225.75	301.00
13	92.00	184.00	276.00	368.00
14	94.75	189.50	284.25	379.00
15	97.50	195.00	292.50	390.00
16	100.50	201.00	301.50	402.00
17	103.25	206.50	309.75	413.00

18	106.00	212.00	318.00	424.00
19	109.00	218.00	327.00	436.00
20	111.75	223.50	335.25	447.00
21	114.75	229.50	344.25	459.00
22	136.25	272.50	408.75	545.00
23	142.00	284.00	426.00	568.00
24	147.75	295.50	443.25	591.00
25	153.25	306.50	459.75	613.00
26	159.00	318.00	477.00	636.00
27	164.50	329.00	493.50	658.00
28	170.25	340.50	510.75	681.00
29	187.50	375.00	562.50	750.00
30	193.00	386.00	579.00	772.00
31	198.75	397.50	596.25	795.00
32	204.25	408.50	612.75	817.00
33	210.00	420.00	630.00	840.00
34	215.75	431.50	647.25	863.00
35	221.25	442.50	663.75	885.00

Salary Group	10 Years	15 Years	20 Years	25 Years
36	227.00	454.00	681.00	908.00
37	233.00	466.00	699.00	932.00
38	238.50	477.00	715.50	954.00
39	244.25	488.50	732.75	977.00
40	249.50	499.00	748.50	998.00
41	255.50	511.00	766.50	1022.00
42	261.25	522.50	783.75	1045.00
43	266.75	533.50	800.25	1067.00

**REVISED MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF CONNECTICUT
DEPARTMENT OF CHILDREN AND FAMILIES
AND
AFSCME, SOCIAL AND HUMAN SERVICES (P-2)
BARGAINING UNIT
Re: OLR # 12-5453
DAS # 12-11050**

The State of Connecticut, Office of Labor Relations (OLR), on behalf of the Department of Children and Families (DCF), and the American Federation of State, County and Municipal Employees, Council #4 (AFSCME) have reached the following understanding regarding the compensation for employees in the Social Worker Trainee classification at DCF.

1. The pay plan for Social Worker Trainees at DCF shall be a three step plan:
 - a. Step 1 compensation rate shall be equivalent to SH 18, Step 1;
 - b. Step 2 compensation rate shall be equivalent to SH 18, Step 4; and
 - c. Step 3 compensation rate shall be equivalent to SH 21, Step 1.
2. The compensation schedule for the three step pay plan shall be as follows:
 - a. Step 1 shall be effective from date of entry into the classification through to the completion of four (4) months as a Social Worker Trainee;
 - b. Step 2 shall be effective after the completion of four (4) months as a Social Worker Trainee

- through the completion of one year in the classification; and
- c. Step 3 shall be effective after the completion of one year as a Social Worker Trainee through the completion of a second year in the classification.
3. Upon successful completion of two years as a Social Worker Trainee, the employee shall be promoted to the target classification of Social Worker. Compensation as a Social Worker shall be at the level of SH 24 Step 1.
 4. New Social Worker Trainees, hired on or after April 25, 2007 shall follow the above-stated compensation schedule.
 5. The compensation for Social Worker Trainees in the classification as of October 13, 2006, shall be as follows:
 - a. Trainees who have not completed the first four (4) months of the training period shall be slotted at Step 2 of the new pay plan effective upon such completion, as cited in provision #2b;
 - b. Trainees who have completed the first four (4) months, but not the first year of the training period, shall be slotted at Step 2 of the new pay plan, as cited in provision #2b; and
 - c. Trainees who have completed the first year of the training period shall be slotted at Step 3 of the new pay plan, as cited in provision #2c.
 6. Social Worker Trainees at DCF may be assigned a 100% caseload effective with the completion of four (4) months in the classification.
 7. Existing employees who transfer or take promotions into the Social Worker Trainee class on or after October 16,

2007 shall have their step placement in salary grade SH 18 determined in accordance with the guidelines for computing salary adjustments set forth by the Department of Administrative Services, Determining Salary Upon Change in Class. Any such employees shall remain at their initial placement step rate (as determined by the DAS policy) until they are eligible for one of the above-specified step rates that would provide a higher compensation rate.

8. This agreement shall not be applicable to any employees in the Social Worker Trainee classification as of October 16, 2007 who had been earning more in salary grade SH 18 than the specified step rates described in #5 above as of the October 13, 2006 effective date of the original agreement. Therefore, any notice of overpayment letters sent to such employees shall be considered rescinded.
9. The Social Worker Trainee job description and pay plan, set forth above, shall be deemed negotiated and not subject to Objective Job Evaluation (OJE) and State Coalition on Pay Equity (SCOPE).
10. The grievance (DAS #11050) and the reevaluation appeal (OLR #12-5453) are hereby withdrawn. The prohibited practice complaint (SPP-26,828) and any pending individual or institutional grievances involving the implementation of the original agreement and/or claimed overpayments will be considered resolved and withdrawn.
11. The terms of this agreement shall be effective the pay period beginning October 13, 2006, except as otherwise specified in this agreement.

12. This Stipulated Agreement shall not serve as precedent in any pending or future dispute involving any other P-2 classification, and shall not be admissible as evidence in any arbitration or other proceeding involving anyone other than DCF.

STIPULATED AGREEMENT
Between
STATE OF CONNECTICUT, DCF
And
AFSCME COUNCIL 4, LOCAL 2663
RE: CARELINE

In full and final resolution of the issues arising between the parties regarding staffing of the Careline in the event of early closings, late openings or all day state closings, the parties agree to the following:

1. The DCF Careline is a twenty-four (24) hour, seven (7) day a week operation which provides essential services.
2. It is acknowledged and agreed that Careline staff are designated as essential employees. As such they are required to report to work or remain at work in the event of an early closing, late opening or all day state closing. This agreement excludes the Special Investigation Unit, Information and Referral and clerical staff.
3. In the event of an early closing, after consideration of operational needs, staffing may be decreased to minimum levels within a maximum of three (3) hours from the notice of such closing. Minimum staffing levels are defined as

4.

MINIMUM STAFFING LEVELS

	<u>Weekdays</u>	<u>Weekends</u>
1st Shift	4 SW & 1 SWS & 2 Primary Investigation SW	4 SW & 2 SWS & 4 Primary Investigation SW
2nd Shift	3 SW & 1 SWS & 2 Primary Investigation SW	4 SW & 2 SWS & 4 Primary Investigation SW
3rd Shift	1 SW & 1 SWS & 2 Primary Investigation SW	1 SW & 1 SWS & 4 Primary Investigation SW

In order to accomplish this goal, Management shall initially solicit volunteers to remain until the end of their regularly scheduled shift. During the first closing after the signing of this agreement in the absence of sufficient volunteers, employees shall be directed to stay in order of inverse seniority. For all subsequent closings, in the absence of volunteers, employees shall be directed to remain at work on a rotating basis in accordance with inverse seniority, in an effort to equally distribute release time. (This rotational assignment list shall be maintained by contract year July 1 - June 30. It shall be kept separately and for this purpose only.) As call volume decreases, release of those employees not designated as minimum coverage shall be staggered until such time as minimum staffing has been achieved.

5. Coding in the event of a closing shall be as follows:
 - R for any regular hours worked
 - WW/WG for any release time
 - OT for any hours worked beyond the employee's regular schedule
6. In the event of a late opening or all day State closing, Careline employees are required to report to work at the

beginning of their regular shift, subject to Article 41, Section Four (4). Management will determine the feasibility, based on operational needs, of reducing to minimum staffing levels. Should this occur, reduced staffing levels shall be achieved in accordance with Item #3 of this agreement. Management shall initially solicit volunteers to remain/report for their regularly scheduled shift. In the absence of volunteers, employees shall be directed to report to/remain at work on a rotating basis in accordance with inverse seniority and the rotation of such assignment as outlined in #3.

7. In the event of a late opening or all day closing, employees who are required as outlined in #5, but unable to report to work due to reasons directly related to closing, shall be granted WW/WG time. Should an employee call in sick, in accordance with the P-2 Collective Bargaining Agreement Article 29, Section 5, the employee may be required to provide a medical certificate. Employees on pre-approved leave shall not be granted WW/WG time.

APPENDIX C
STIPULATED AGREEMENT I
DCF CARELINE POSITIONS

In full and final agreement regarding the issue of rotational assignments of Social Workers to the Careline's screening function, the undersigned parties agree to the following:

1. The DCF Careline may post positions for lateral transfer applicants specifying that the transfer assignment be for a defined period up to a maximum of a two (2) year period. Effective upon the date of the last signature to this Agreement, the transfer assignment shall be for a maximum of four (4) years. At the conclusion of the announced time period for the position, the selected transfer candidate will return to his/her former region. Any employee assigned to the Hotline under the previous two (2) year rotation schedule will return to his/her former region at the end of the two (2) year period.
2. In the event that management is seeking to refill a schedule slot in the screening function, that opening in the schedule shall be posted within the Division prior to posting agency-wide, giving current Careline employees right of first refusal for that opening.
3. In the event that staffing levels at the Careline are significantly reduced, both parties reserve and retain all of their rights to reopen this agreement.
4. Management agrees to provide employees with a written response to request(s) for time off on a holiday no later than two (2) weeks from the designated deadline for submission of those requests (e.g., December 1 deadline December 15 response). Arrangements between

Careline Staff such as sharing/splitting shifts or volunteering to work a holiday will continue.

5. This Agreement shall not serve as a precedent in any pending or future matter which may arise between the parties.
6. This Agreement is entered into voluntarily and all parties have had sufficient time to evaluate its provisions.
7. This Agreement shall not be appealed in any matter or forum.

MEMORANDUM OF UNDERSTANDING

The Office of Labor Relations, the State of Connecticut, hereinafter referred to as the “State,” the Department of Social Services, hereinafter referred to as “DSS” and the American Federation of State, County and Municipal Employees, Council #4, hereinafter referred to as the “Union” have reached the following agreement concerning out-stationing of staff:

1. The State, through its agency, DSS, has entered into agreements with hospitals, nursing home and other State agencies to provide and assign DSS Eligibility Workers to be located at the facility of the contracted group.
2. DSS acknowledges that these assigned Eligibility Workers retain status as State employees within DSS. It is therefore recognized that the issues of conditions of employment are the purview of DSS.
3. Out-stationed means that the DSS employee shall have a duty station and work post at a facility not owned or operated by DSS, but owned and/or operated by the contracting organization.
4. Staffing at these out-stationed locations shall be achieved by following the practice and contractual requirements of Article 14 that are consistent with the filling of a vacancy.
5. Employees who staff these out-station assignments will generally serve in said assignment for one (1) year periods. At the conclusion of each year the employee may request in writing a reassignment to the closest office in the region if a lateral vacancy is available. Provided such lateral reassignment can be

accommodated, it shall be within sixty (60) days of the request or until the out-stationed position is refilled, whichever occurs later.

6. In the event of layoff or transfer where work location is an influencing factor in employee selection, the out-stationed employee will be considered to be an employee of the closest office in the region for administrative purposes.
7. This understanding is for the specific purpose of establishing and instituting the method of staffing out-station assignments and for the purpose of describing how to handle assignment of the out-stationed staff in the event of layoff.
8. This agreement is without precedent in any other situation or circumstances between the parties. This agreement shall not be presented by either party as evidence in any disputes of any kind that may occur between the parties, except in the event of dispute over the application and/or administration of this agreement.

MEMORANDUM OF UNDERSTANDING

The State of Connecticut (hereinafter referred to as the “State”), the Department of Developmental Services (hereinafter referred to as “DDS”) and the American Federation of State, County and Municipal Employees (hereinafter referred to as “AFSCME”) have reached the following agreement concerning alternative work schedules:

1. DDS recognizes that the availability for employees to work schedules other than the standard schedule with regular established hours in five (5) consecutive days may be beneficial to both the employees and the agency.
2. AFSCME recognizes that the availability of particular work schedules may be restricted due to services to be provided and operational needs of DDS.
3. DDS shall provide alternative schedules that include:
 - four day workweek
 - varied fixed hours within five consecutive days
 - 5/4 or 4/5 biweekly (9-day)
4. All alternative schedules shall incorporate standard break and lunch periods. All schedules must require forty (40) hours of work time within the work week, which is Friday through Thursday.
5. All employees, regardless of their schedule, must work the core hours between 9:30 a.m. and 3:00 p.m. All schedules must be arranged within the bandwidth hours of 6:00 a.m. through 6:00 p.m. Special arrangements to meet specific program needs outside of these hours may be approved by the employee’s manager.
6. Specific hours and schedules shall be mutually agreed upon between the employee and the management designee. The operating need of the office or region will

have primary consideration when assessing whether a schedule request can be granted.

7. Where schedule requests create conflict in staffing requirements, preference will be given on the basis of seniority as defined in Article 12, Section Two.
8. Leave time taken by employees on any alternative schedule will be recorded on an hour-for-hour basis. Schedules cannot be adjusted to avoid the use of leave time.
9. Holidays shall be recognized as eight (8) hours. Therefore, in weeks where there is a holiday, employees on compressed work schedules will be required to adjust their schedule to accommodate the work requirement of the remaining thirty-two (32) hours. Said schedule adjustment must be submitted and approved by management the week prior to the week in which the holiday falls.
10. Employees electing a varied fixed hours schedule must, once the election is affirmed by management, submit to their supervisor in writing the general work plan for each pay period the Thursday pay day preceding said period.
11. Employees retain the right to elect the standard work schedule inclusive of the right to return to a standard schedule following proper notice.
12. A Labor Management Committee consisting of a representative from Local #2663 and a representative from AFSCME plus the Agency Personnel Administrator (or designee) and one other management representative shall be established. This committee shall discuss issues that may arise concerning the various alternate schedules and operation of the program. The committee shall be empowered to resolve issues, by mutual agreement, within the guidelines of this Agreement.

13. The alternate work schedule program will initially operate as a six (6) months pilot project with a review by the parties after three (3) months following implementation.
14. The right to terminate this program with notice is retained by both management and the Union. In exercising this right the provisions of Article 17, Section One (d) govern.

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