



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

May 25, 2022

GENERAL NOTICE NO. 2022-09

TO: Labor Relations Designees

FROM: Office of Labor Relations

SUBJECT: CSEA, SEIU Local 2001, and Correction Supervisors Council (NP-8) Contract Changes

The following summarizes the substantive changes contained in the 2021-2025, Correction Supervisors Council (NP-8) Bargaining Unit Contract. On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues. As these changes were not substantive in nature, they are not summarized herein. When finalizing the Agreement, additional changes may be made by mutual agreement.

Article Seven Union Security and Payroll Deductions

On June 27, 2018, the United States Supreme Court issued a decision known as *Janus v. AFSCME* 585 U.S. , which holds that state laws or collective bargaining agreements requiring the payment of fair share fees by non-union members violates the First Amendment of the United States Constitution.

To address any interim bargaining obligations that may have been created by the *Janus* decision, the Office of Labor Relations (OLR) and the State Employee Bargaining Agent Coalition (SEBAC) negotiated and agreed upon language that would be offered to each participating bargaining unit of SEBAC. Article 6 was replaced with the negotiated language and updated to reflect any particular local circumstances or history.

All references to “agency service fees” are removed and the status quo language regarding deduction of dues, remittance, correction of errors, and political action fund have been maintained.

Section 1. NEW 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 2. NEW 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 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 3 NEW. 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. The current process shall be provided to the Agency by the Union; however, should this process change, the union shall provide the State with the updated written version of the process within ten (10) business days. 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 to 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 4. NEW 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 5. NEW The amount of dues deducted under this Article together with a list of employees for whom any such deductions were made, and a list of all employees in the bargaining unit, in an editable digital format, shall be remitted to the Treasurer of the Union within a week after the payroll period in which such deduction is made. The State shall continue the practice of providing biweekly bargaining unit lists, in editable digital format, containing information connected to an individual recorded in the State’s database; such information shall continue to include Employee ID, Name, Gender, Age, Department Description, Work Location, Work Location Address, Complete Home Address, Dues Paid, Job Code, Job Code Description, Salary Grade, Step Annual Rate of Pay, Original Hire Date, and Job Entry Date, and all other information currently provided with such list.

Section 6. NEW Should the Union believe that the Union dues/fees of an employee have not been deducted correctly the Union shall notify the employing agency with the specific nature of the problem. Upon agency verification of the problem the agency shall arrange for corrective action with the Union and the employee. (For example, an employee whose dues have been under-deducted by \$1.00 for six (6) pay periods shall have \$1.00 extra deducted, in addition to the correct dues deduction, for a period of six (6) pay periods).

Section 7. NEW The Union agrees to indemnify the State Employer for its damages or cost incurred in defense of actions taken under this Section by the State.

Section 8. NEW In accordance with those procedures promulgated by the Office of the State Comptroller the State shall allow for the deduction of contributions for the Union's political action fund. Certification of such authorization for said deduction by the employee shall be provided by the Union to the corresponding Agency payroll offices consistent with the process outlined in Section Two above.

Section 9. NEW The State employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues. Additional payroll deductions shall also be authorized if approved by the State in advance.

Section 10. NEW The State will provide notice to the Union, in an editable digital format, 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 Union at an address designated by the Union and shall include, at a minimum, the new bargaining unit member's name, agency, job title, department, work location, work telephone number (if available), home address, and effective date of action. Consistent with current practice, the State will provide the Union with a report of separations in the bargaining unit no less frequently than once per month. The separation report shall contain, at a minimum, the employee name, agency, job title and effective date of the action.

Article Eight

Section 3. Added as basis for Union Representatives access to Agency facilities workplace-related complaints and other workplace issues.

Section 9. Use of Telecommunication Equipment. ~~Where pay telephones are reasonably available, Union stewards shall use such telephones for Union business calls. If pay telephones are not reasonably available,~~ (a) the State will allow stewards to use the State's telephones for Union business, provided that the calls are of short duration and that long distance calls are not charged to the State. The Union will cooperate in preventing abuse of this Section. (b) The Union shall have the right to use the State's electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation and processing of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. Individual employees are permitted to use a State computer or other device to visit the Union's website, and to use a State computer or other device to interact with an authorized Union representative via email, text, or other method, in matters involving collective bargaining, the administration of collective bargaining agreements, grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.

Section 13. NEW The State will provide at least one (1) hour for the steward and any newly hired employee to meet (“Union Orientation”); normally, this meeting will occur during the first week of work. The Union may elect to conduct the Union Orientation in a group setting. If the Union so elects, newly hired employees and the steward(s) shall be released from work for one (1) hour without loss of pay to attend the Union Orientation. The Union shall schedule the orientation at its discretion, but consistent with the Employer’s operational needs. Alternatively, the Union may request that Union Orientation be combined with a new hire orientation conducted by the Employer. When the Employer agrees to combine Union Orientation with its new hire orientation, the Employer will provide the Union with not less than ten (10) days’ written electronic notice of the time and location of such orientation. Management shall not be present during the Union Orientation. If Union Orientation does not occur within the first week of the new employee’s date of employment and does not occur in conjunction with the Employer’s new hire orientation, the Union shall schedule the orientation at its discretion, but 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 Eleven Tuition Reimbursement

Section 2. Effective July 1, 2022, the fund shall increase from \$20,000 to \$25,000 per fiscal year.

Article Thirteen Training

Section 5. MODIFIED. New Supervisor Union Orientation. The Employer shall provide the Union with ~~one (1) hour~~ **two (2) hours** per training class to address the same on the matters concerning the Union. ~~The one (1) hour shall take place at the start of the shift on the last Wednesday of each class.~~ The Union shall also be allowed access up to one (1) hour prior to the start of the shift to prepare for the meeting.

Section 7. MODIFIED Employees newly promoted into the bargaining unit shall receive a ~~two-week~~ ten (10) working days facility orientation and training.

Article Fourteen Working Test Period

Section 1. MODIFIED to allow the Commissioner of Correction or his/her designee and the Chairman of the Board of Pardons and Paroles or his/her designee to extend a working test period for a defined period not to exceed three (3) additional months.

Article Seventeen Grievance Procedure

Section 6

Step III Added Submission of a grievance shall be by electronic email to OLRSubmissions@ct.gov.

Article Nineteen Hours of Work, Work Schedules, and Overtime

Section 2. Overtime

(e) parole and Community Service managers shall be excluded from overtime as described in this section but shall be covered under Section 4 of this Article.

Section 4. Modified Compensatory Time Off, and Overtime parole and Community Services Supervisors ~~(1) Parole and Community Services Managers who are called out to perform work outside their regular scheduled workweek shall be authorized to receive compensatory time off, and (2) who are required by the State to perform extended service outside their normal workweek to complete a project or for other State purpose shall be authorized to receive compensatory time off. In no event shall such time be deemed to accrue in any manner or be the basis for compensation on termination of employment. Employees may use compensatory time off with advance notice and approval on the date(s) requested unless doing so would unduly disrupt the operations of the State such that it would impose an unreasonable burden on its ability to provide services of acceptable quality and quantity to the public. Compensatory time off credit and/or earned by the employee shall be retained by said employee and shall not be subject to any "use it or lose it" provision. Any employee who is consistently denied use of accrued compensatory time off under this section may grieve its denial~~

A. Additional Hours Worked ADDED. All Parole and Community Services Supervisors, shall receive compensatory time off and compensatory overtime pay for authorized hours worked in excess of the applicable work week according to the following;

- 1.) Parole and Community Services Supervisors may accrue compensatory hours for overtime hours up to a limit of four hundred eighty (480) hours, after which said employee(s) shall be paid time and one-half (1 1/2) for any overtime hours worked.
- 2.) Compensatory Time shall be earned at a rate of one and one-half (1 1/2) hours for each hour of employment for which overtime compensation is required.
- 3.) Such employees may use Compensatory Time with advanced notice and approval on the date requested unless doing so would unduly disrupt the operations of the State such that it would impose an unreasonable burden on its ability to provide services of acceptable quality and quantity for the public.
- 4.) Overtime Compensation may be paid in cash as the State's option, in lieu of providing compensatory time off, in any workweek or work period. In such instances, cash overtime compensation shall be paid at a rate of one and one-half (1 1/2) the rate the employee is actually paid per hour.
- 5.) Any such employee who has a Compensatory Time accrual balance of four hundred eighty (480) hours shall receive any additional overtime earned as Overtime

Compensation which shall be paid in cash, at a rate of one and one-half (1 1/2) the rate the employee is actually paid per hour.

- 6.) Paid leave (sick, vacation, holiday, etc.) shall be considered time worked for purposes of calculating Compensatory Time and Overtime Compensation.

B. Unscheduled Overtime. Employees shall receive additional Compensatory Time for work performed during non-work hours according to the following;

- 1) When a Parole and Community Services Supervisor is contacted during their non-work hours he or she shall be eligible for one (1) hour of callback compensatory time if required to make phone calls/faxes/emails.

- 2) If the Parole and Community Services Supervisor is contacted during their non-work hours, the Parole and Community Services Supervisor shall be eligible for a minimum four (4) hours of callback compensatory time if required to take further action such as picking up a parolee, going to a police station or going to court;

- 3) Should a Parole and Community Services Supervisor be contacted during their non-work hours on a State holiday, Article 32 "Holidays," shall apply for the accrual of callback compensatory time.

C. Compensatory Time credited and/or earned by bargaining unit member(s) shall be retained by said employee(s) until such time as the employee(s) utilizes the credited and/or earned Compensatory Time and shall not be subject to any "use or lose" provision.

When the employee/employer relationship is terminated by any means (retirement, resignation, termination, etc.) and said employee has credited/accrued Compensatory Time, said employee shall be paid his or her applicable hourly rate for each credited/accrued Compensatory Time hour or partial hour. In the event of an employee's death, said payment shall be made to the employee's estate or chosen pension beneficiary.

D. An employee may utilize earned/accrued Compensatory Time to receive pay within a FMLA leave period. In such instances, the Compensatory Time used will be counted against the employee's FMLA leave entitlement.

Article Twenty Shift and Facility Assignments/ Shift Transfer Program

Section 8. MODIFIED Parole and Community Service Managers

Section 8. Parole and Community Services Managers. ~~Transfers within the Agency~~ Transfers within the Department of Correction may be made when the Director or his/her designee determines there is an operational need for the transfer.

Voluntary transfer MODIFIED: An employee requesting a transfer to a specialized unit shall submit a written request to his/her immediate supervisor who shall forward it to the Director or his/her designee with a recommendation. An employee requesting to transfer to or between district offices – including any non-specialized unit that might be created at central office – must put his/her name on the departmental transfer list in accordance with the departmental procedures in order to be considered. The employee will indicate the facility for which he/she wishes to be considered. Such departmental list will be updated quarterly, and an employee must submit his/her transfer request form by the last day of the month prior to the start of a new quarter

Involuntary Transfer: An employee shall be notified in writing at least fourteen (14) calendar days in advance of an involuntary transfer, if practicable, and in special circumstances, may request and be granted up to thirty (30) calendar days. The Agency will not transfer any employee if the transfer would create an undue hardship. Provided however involuntary transfers are within the discretion of the Agency.

Article Twenty-One Compensation

Section 1 NEW

(f) Retroactive to July 1, 2021, and upon legislative approval the base annual salary for employees and their current salary schedules shall increase by 2.5%.

(g) Retroactive to July 1, 2021, and upon legislative approval, eligible full-time employees shall receive a special lump sum payment in the amount of two thousand five hundred (\$2500) dollars. An eligible employee includes any active employee in the bargaining unit as of March 31, 2022.

(h) Effective July 1, 2022, the base annual salary for all employees shall increase by 2.5%.

(i) Effective July 1, 2022, active, full-time employees shall receive a special lump sum payment in the amount of one thousand (\$1000) dollars.

(j) Effective July 1, 2023, the base annual salary for all employees shall be increased by 2.5%.

(k) Fourth year wage reopener: Either party, by notice in writing no sooner than January 1, 2024, may reopen Article 21 (Compensation) Section 1 and Section 8 (annual increments) and Section 13 (annual supervisory stipend).

(l) Retirees: Employees who left in good standing with ten (10) years or more of service, or who retired after July 1, 2021, will be eligible for retroactive general wages increases (GWI) and Steps through their date of departure. The State will have five (5) years from date of legislative ratification to make any necessary pension adjustments as a result of retroactivity. No interest or other penalties will accrue during this five-year period.

Section 4 MODIFIED On call pay status is increased to \$2.00 per hour and Holiday on call is increased to \$5.00 per hour.

Section 5. MODIFIED Call Back Pay

Definition. Employees who have left work after their regularly scheduled shift and are called back to work.

Call Back. Employees called back to duty after the completion of a regular shift shall receive a minimum of four (4) hours pay at the applicable overtime rate. This provision does not apply to employees who are called in prior to their regular starting time and work through their regular shift. ~~Notwithstanding the above sentence, employees in the classification of Parole and Community Services Manager shall receive a minimum of two (2) hours of compensatory time off. When a Parole and Community Services Manager is contacted during their non-work hours, he or she shall be eligible for one (1) hour of compensatory time off if required to answer or make phone calls/faxes or emails.~~ Notwithstanding the language of this section, call back pay is not applicable to Deputy Wardens due to the fact that they work unscheduled workweeks and can adjust their schedules accordingly.

Section 6. Shift Commander Modified Effective July 1, 2022, the Shift Commander stipend will increase to \$35.00 per shift.

Section 8 Annual Increments

(4) Provides employees will be eligible for and receive annual increments for 2021-2022, 2022-2023 and 2023-2024 in accordance with existing practice.

Section 13 ADDED

Effective July 1, 2022, the annual supervisory stipend shall be increased to seven hundred fifty dollars (\$750) per year. Effective July 1, 2023, the annual supervisory stipend shall be increased to eight hundred fifty dollars (\$850) per year.

Article Twenty-Three Swaps

Section 6 .MODIFIED ~~Correctional Captains assigned as shift commanders shall be allowed to swap scheduled shifts with other shift commanders at the same worksite, as provided in this article and the DOC swap guidelines.~~ The employee actually working as Acting Shift Commander shall receive Acting Shift Commander Pay pursuant to Article 21 Section 6.

Section 7. NEW Correctional Captains assigned as shift commanders shall be allowed to swap scheduled shifts with other shift commanders at the same worksite, as provided in this article and the DOC swap guidelines

The preceding Article 23 does not apply to Parole and Community Services Managers Supervisors or to Deputy Wardens.

Article Twenty-Four Temporary Service In A Higher Class

Section 6. MODIFIED That Article 24 does not apply to Deputy Wardens working as Acting Wardens. This Article does apply in all other circumstances. This Article does allow Deputy Wardens to work as Wardens in Temporary Service in a Higher Class despite Deputy Wardens being members in a bargaining unit.

Article 35 Sick Leave Modified In the event of ~~critical~~ illness or ~~severe~~ injury of a member of the immediate family who requires the attendance of the employee, provided that not more than ten (10) ~~five (5)~~ days of sick leave per calendar year shall be granted therefore.

Article Fifty-One Duration

This agreement is effective on July 1, 2021 and expires on June 30, 2025.

Article Fifty-Two Employee Drug Testing/Screening

Section 1. MODIFIED Applicability. ~~There shall be a drug testing/screening program for Department of Correction employees.~~ There shall be a drug testing/screening program for Department of Correction and Board of Parole employees.

Section 2. Probable Cause. (a) An employee shall be subject to an immediate ~~drug test~~ immediate alcohol and/or drug test if probable cause of alcohol and/or drug use exists as determined by his/her supervisor, Warden or designee. On June 22, 2021, Governor Lamont signed into law Public Act 21-1, An Act Concerning Responsible And Equitable Regulation of Adult-Use Cannabis, which legalized adult-use cannabis in Connecticut effective July 1, 2021. For alcohol or marijuana use, "use" shall mean consumption of alcohol or marijuana on the job, or consumption prior to work but in a way that produces on-the-job impairment. ~~Such drug testing shall be administered by a qualified physician of the Employer's choice.~~

(b) The probable cause standard for drug testing is based upon a specific, objective fact or facts, and reasonable inferences drawn from those facts that are reasonable in light of experience that the individual may be involved in the use of any illegally used drug or controlled substances. Probable cause determinations may be based upon:

- (1) Observable phenomena, such as the physical symptoms or manifestations of being under the influence of a drug, controlled substance, or marijuana; abnormal or erratic behavior while on duty (i.e., slurred speech, uncoordinated movement, gait, stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, or frequent accidents not attributable to other factors);
- (2) Arrest, indictment or conviction for drug related offenses or the direct observation of illegal use of drugs on-duty or off-duty or the identification of an employee through an affidavit as being involved directly or indirectly in activities that are the subject of criminal investigation into illegal drug use or trafficking; and/or
- (3) Evidence that an employee has tampered with a previously administered drug test.

(c) The Supervisor making the initial determination of probable cause shall document, in writing, all circumstances, information and facts leading to and supporting the existence of probable cause. The report will include pertinent dates and times of suspect behavior, reliable/credible sources of information, rationale leading to referral for testing and action(s) taken. The information will be forwarded to the Warden for review and determination.

(c) The Supervisor making the initial determination of probable cause shall document, in writing, all circumstances, information and facts leading to and supporting the existence of probable cause. The report will include pertinent dates and times of suspect behavior, reliable/credible sources of information, rationale leading to referral for testing and action(s) taken. The information will be forwarded to the Warden for review and determination.

(d) The Union shall be promptly notified when a determination of probable cause has been made. Documentation regarding that determination will be made available to the Union, upon request, if approved by the subject employee.

~~(e) This Article and its cited reasons for probable cause shall not preclude the Department from taking disciplinary action, up to and including dismissal, for such actions referred to in Section 2(b)(2) and Section 2(b)(3) regardless of whether or not a drug test has been imposed on or completed by the employee.~~

~~Section 3. Testing.~~

~~(a) Laboratory—A facility certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs shall be used for the testing provided for in this article.~~

~~Section 3. (b) Methodology. All samples will be tested consistent with the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace drug testing. At the time of the drug test, the employee's urine sample will be divided into two collection bottles (split sampling). If a specimen is reported as positive, the employee, upon written application to the DOC Human Resources Director, and within ten (10) days of the notification of a positive result, may have the untested specimen independently tested by a laboratory, as defined herein.~~

~~At the time that the employee provides a urine sample, the employee shall also provide a confidential, written statement as to whether the employee is using any prescription drugs. If the test is positive the employee must present evidence of the use of prescription drugs, which shall include all written confirmation from the employee's prescribing physician, and copies of the prescription.~~

Such alcohol and/or drug testing shall use an immunoassay. All specimens identified as positive on the initial test shall be confirmed using the chromatography/mass spectrometry test. If such test is again positive, a third more complex test on the same specimen can be administered at the request and expense of the employee. The method of alcohol testing shall be an evidentiary breath test arranged by the Employer whereby a negative/successful screening is such that the employee does not register results that are .02 or higher on an alcohol test that is conducted in accordance with the procedures established by the US Department of Transportation regulation, 49 CFR Part 40. All initial tests shall be paid for by the Employer.

In recognition of the fact that THC can remain in a user's blood or urine for weeks after the effects of intoxication and impairment have worn off, a positive test result for marijuana shall not be considered evidence of prohibited drug use absent probable cause evidence of on-the-job impairment, as defined in Section 2 above.

~~(c) Medical Review. All urinalysis drug test results along with the confidential statement prepared by the employee will be communicated by the laboratory to a specially trained physician serving as Medical Review Officer. The Medical Review Officer will notify the DOC Human Resources Director directly if an employee's test result is negative. If the test result is positive, the Medical Review Officer will contact the employee to discuss the test, to determine if the positive result is valid and to notify the employee that the employee has 72 hours to request a test of the split specimen, if, after making reasonable efforts and documenting those efforts, the Medical Review Officer is unable to reach the employee, the Medical Review Officer shall contact a designated management official, who shall direct the employee to contact the Medical Review Officer within twenty-four (24) hours. The Department will be notified that the employee tested positive or negative. If the test is positive, the identity of the specific drug(s) involved, as well as other information regarding the test, will be disclosed to the Department by the Medical Review Officer.~~

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

~~(b) Upon notification that an employee is scheduled for Random Drug Testing such employee will appear as required at the location specified for drug testing. The random selection shall be made by computer generated numbers for each bargaining unit employee covered by this Agreement.~~

~~(c) Failure to report for testing may constitute insubordination and the imposition of discipline. Each random selection shall be made from the full complement of bargaining unit employees covered by this Agreement, regardless of classification.~~

Section 4. Refusal to Take Test. Termination will result if the employee refuses to be administered the test. Positive findings from both the alcohol and/or drug tests administered will result in the employee being relieved of duty and placed on sick or vacation pay, pending completion of departmental-approved alcohol and/or drug rehabilitation program.

~~Section 5. Post incident testing. Only employees assigned to the Central Transportation Unit shall be subject to post incident testing. These employees shall be tested according to the procedure currently in place or as required to maintain federal or state Commercial Driver's Licenses.~~

Section 5. Rehabilitation Program. Termination of the employee will result if he/she refuses to participate in or to complete such program.

~~Section 6. Refusal to Take Test, Tampering or Positive Results. Termination will result if the employee refuses to be administered the test or tampers with the test or the sample. Positive findings from the drug testing process, including the split sample if applicable, will result in the employee being relieved of duty and placed on sick or vacation pay or on an unpaid leave of absence (if the employee does not have sufficient accruals), pending completion of departmental approved drug rehabilitation program.~~

Section 6. Return to Duty. Upon return to duty after successfully completing the alcohol and/or drug rehabilitation program, the employee will be subject to random evidentiary alcohol breath tests and/or a maximum of three random drug screens for the first eighteen (18) months following return to duty,

in addition to alcohol and/or drug screening based on probable cause for a cause for a period of two years during which time if the employee tests positive for alcohol and/or drug use he/she will be subject to termination. Any employee refusing to be administered either a random or probable cause alcohol and/or drug test during the time frames indicated above, as appropriate, when requested to by his/her supervisor, Warden, or designee, based on probable cause, shall be terminated.

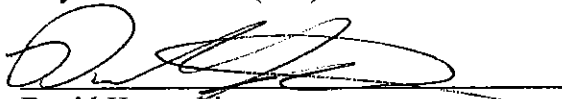
~~Section 7. Rehabilitation Program. Termination of the employee will result if he/she refuses to participate in or to complete such program.~~

~~Section 8. Return to Duty. Upon return to duty after successfully completing the drug rehabilitation program, the employee will be subject to a maximum of three random drug screens for the first eighteen (18) months following return to duty, in addition to drug screening based on probable cause for a period of two years during which time if the employee tests positive for drug use he/she will be subject to termination. Any employee refusing to be administered either a random or probable cause drug test during the time frames indicated above, as appropriate, when requested to by his/her supervisor, warden, or designee, based on probable cause, shall be terminated.~~

Article Fifty-Three Health and Wellness

Section 7 Added. Effective July 1, 2021, all newly appointed employees in the bargaining unit shall attend a mandatory one (1) day peer training on health and wellness. This mandatory training shall be scheduled as soon as practicable within the first three (3) months of appointment, but no later than one (1) year following appointment. Attendance at this mandatory training shall be considered as the employee's annual training for that year under this provision of this Article.

Please use this as a guide while we finalize the actual contract. Agency Labor Relations Designees may contact us at (860) 418-6447 or e-mail questions to Tammy.Kowalski@ct.gov.


David Krayski
Acting Undersecretary of Labor Relations