

ENGINEERING, SCIENTIFIC AND
TECHNICAL (P-4) CONTRACT

and

CONNECTICUT AGRICULTURAL
EXPERIMENT STATION
ADDENDUM

between

State of Connecticut

and

Connecticut State Employees Association

Effective: July 1, 2001

Expiring: June 30, 2005

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PREAMBLE

The STATE OF CONNECTICUT, hereinafter called "the State," acting by and through the Office of Labor Relations, and CONNECTICUT STATE EMPLOYEES ASSOCIATION, hereinafter called "the Union," agree as follows:

ARTICLE 1 - RECOGNITION

Section One. The State of Connecticut recognizes the Connecticut State Employees Association as the exclusive bargaining representative of State employees whose job titles are placed in the certification of the Engineering, Scientific and Technical Unit (P-4), subject to such exemptions, modifications or clarifications of the Unit as provided for under 5-270 C. G. S. or as agreed to by the parties.

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

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

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

ARTICLE 2 - ENTIRE AGREEMENT

This Agreement, upon legislative approval, supersedes and cancels all prior practices and agreement, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the State and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or/both of the parties at the time they negotiated or signed the Agreement.

The provisions of this Article are subject to the Miscellaneous Leave and Benefits Article, and no such provision shall be deemed to have been vitiated by reason of this Article.

ARTICLE 3 - NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section One. The parties agree that neither shall discriminate against any employee, except on the basis of bona fide occupational qualifications.

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

Section Three. The parties acknowledge the need for positive and aggressive affirmative action to redress the effects of past discrimination, if any, whether intentional or unintentional, to eliminate present discrimination, if any, to prevent further discrimination and to ensure equal opportunity in the application of this Agreement. The Affirmative Action Office (but not the grievance procedure) shall be the proper forum for problems, ripe or anticipated, which impact upon philosophy and/or directives of this section.

Section Four. The Employer will comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 2101, et seq. (ADA). Agency Labor Management Committees (not the grievance procedure) shall be the proper forum for discussion of problems or concerns identified by the Union; however, this shall not delay any actions taken to comply with the ADA.

ARTICLE 4 - NO STRIKES -- NO LOCKOUTS

Section One. Neither the Union nor any employee shall engage in a strike, sympathy strike, work stoppage, or other concerted withholding of services.

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

Section Three. Management shall ensure safety for employees required to cross picket lines.

Section Four. The employer agrees that during the life of this Agreement there shall be no lockouts.

ARTICLE 5 - MANAGEMENT RIGHTS

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

Section Two. Management, in the exercising of their management rights, recognizes there is a need to reflect a proper respect for the professional role of employees in this bargaining unit.

ARTICLE 6 - UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. During the life of this Agreement an employee retains the freedom of choice whether or not to become or remain a member of the Union.

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

Section Three. Any employee who within thirty (30) days after initial employment in the bargaining unit covered by this Agreement fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under Section Four.

Section Four. The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280-A to pay such a fee as a condition of employment, provided, however, no such payment shall be required of an employee who objects to payments of such fee based on the tenets of a bona fide religious sect. The amount of agency service fee shall be equal to P-4 unit members dues payable to the Union.

Section Five. The amount of dues or agency service fee deducted under this Article together with a list of employees shall be remitted to the Treasurer of the Union within a week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made.

Section Six. No payroll deduction of dues or agency service fee shall be made from worker's compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question (non-retroactive).

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

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

Section Nine. The Union shall indemnify the State for any liability or damages incurred by the State in compliance with this Section.

Section Ten. In accordance with those procedures promulgated by the Office of the State Comptroller the State shall allow for the voluntary payroll deduction of contributions for the Union's Policy political action fund.

ARTICLE 7 - UNION RIGHTS

Section One. During the life of this Agreement, the State recognizes its duty to bargain with the exclusive representative on mandatory subjects of negotiation consistent with other parts of this contract and applicable statutes and administrative board decisions.

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

Section Three. The Union will furnish the employer with a list of up to thirty (30) stewards designated to represent the employees covered by this Agreement, specifying the assigned service area of each steward.

Section Four. Access to Premises. Union staff representatives shall be permitted to enter the facilities of an agency at any reasonable time for the purpose of discussing, processing or investigating grievances, or fulfilling the Union's role as collective bargaining agent, provided that they give advance notice to the appropriate designee and give advance notice of their presence immediately to the supervisor in charge of the unit to be visited and do not interfere with the performance of duties. Union designees shall not be permitted into secure areas, unless accompanied by a management designee, to investigate "on job" grievances, e.g. unsafe working conditions. An area will be provided for meetings between employees and Union designees. The Union and the State will cooperate in the application of this Section.

Section Five. Role of Steward in Processing Grievances. The steward will obtain permission from an appropriate agency designee when they desire to leave their work assignment to properly and expeditiously carry out their duties in connection with this Agreement. When contacting an employee, the steward will first report to and obtain permission from the employee's managerial designee and such permission will be granted unless the work situation or an emergency demands otherwise. If the managerial designee is unavailable, permission will be requested from the next higher level of management. Requests by stewards to meet with employees or by employees to meet with stewards, will state the name of the employee involved, his location, indicate the general nature of the Union business to be discussed, and approximate time that will be needed. Stewards thus engaged will report back to the managerial designee 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 in preventing abuse of this Section. The State will not inhibit time spent by stewards in processing grievances.

Section Six. Bulletin Board. The State will furnish reasonable bulletin board space in each facility where bargaining unit members are employed which the Union may use for its announcements. No abusive material shall be posted thereon. If a bulletin board cannot be furnished by the agency, space for a bulletin board will be provided.

Section Seven. Access to Information. The employer agrees to provide the Union, upon request and adequate notice, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. The Union shall reimburse the State for the expense and time spent for photocopying extensive information and otherwise as permitted under the State Freedom of Information Law.

Section Eight. Union Business Leave.

(a) Provided two (2) weeks written request indicating the nature of the business is submitted by the Union to the Office of Labor Relations, paid leave will be granted to Union designees except in the case of emergency. A bank of 2500 hours is established in each year of the contract for attendance at steward training, union conventions, legislative or administrative hearings or other legitimate union business, such as by-law meetings, executive sessions, etc. There will be unlimited carryover of unused bank time from one contract year to the succeeding contract year(s), but carryover past the expiration date is to be by mutual agreement. Time used for processing grievances shall not be charged to this bank of hours.

(b) An 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 may be granted subject to the approval of the Director of the Office of Labor Relations. Upon return from such leave, the State employer shall offer said employee a position at least equal to the former position in pay, benefits and duties, with no loss of seniority, at the rates in force at the time of return from such leave. The employee shall be entitled to buy back retirement credits for that period of time specified above. Time utilized for this purpose shall not be charged to the bank of hours outlined in subsection (a) of this Section.

Section Nine. Orientation and Training. The Union will provide each new employee with a copy of the collective bargaining agreement then in force. The State will provide at least one (1) hour for the steward and any newly hired employee to meet during the first week of work. The State will notify the Union within forty-eight (48) hours of all new employees.

Section Ten. Use of Telephones. The State will allow stewards to use State telephones during the normal working hours concerning Union business, provided no additional costs are incurred by the State and such use is consistent with agency operational needs.

Section Eleven. Stewardship. The stewards shall have super seniority with respect to all other unit employees in regard to the following:

- (a) Layoff - stewards shall be the last employees laid off in their agency.
- (b) Transfers - No steward will be involuntarily transferred on an individual basis.
- (c) Work Schedules - Stewards will not have their work schedules changed without their approval unless the steward has special skills needed by the agency.

Section Twelve. Union Officers. Union Officers shall enjoy the benefits of super seniority as provided in Section Eleven, subsection (a).

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, exclusive of any other file or record. In certain agencies, which do not maintain personnel files or records at the agency level, the official personnel file shall be that which is maintained at the institution level. In such cases, the employee shall be notified by letter, with copy to the Union, of the location of the official personnel file.

Section Two. An employee covered hereunder shall, on his/her request, be permitted to examine and copy, at his/her expense, all materials in his/her personnel file. Material that is barred from inspection by the employee as confidential or privileged under law shall not be placed nor shall remain in the official file. Time off for file inspection shall be allowed in accordance with existing agency practice provided, however, no employee shall be allowed less than one (1) hour. An employee shall be allowed to examine and copy, at his/her expense, all materials which he/she prepared and/or signed. The State employer reserves the right to require its designee to be present while such file is being inspected or copied. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee. The Union shall have access to any employee's records which are relevant to a pending arbitration case. The employer reserves the right to determine relevancy. Disputes concerning relevancy shall be resolved by the arbitrator.

Section Three. No derogatory material shall be placed in an employee's file unless the employee has had an opportunity to sign it and has received a concurrent copy. If the employee refuses to sign, a Union delegate shall sign indicating receipt prior to placement of the derogatory material in the file. Derogatory material which is not merged in the next service rating shall be considered void after two (2) years unless voided sooner or incorporated into an official disciplinary action. For purposes of this section, "voided" means that the document shall be marked "void for employment purposes" or placed in a separate file and shall not be used for any employment related purposes under this contract.

At any time an employee may file a written rebuttal to any derogatory material in his/her personnel file which will be placed in said file. An employee may file a grievance objecting to any derogatory material placed in his/her personnel file provided, however, no such grievance shall be arbitrable unless it is alleged by the State employer as just cause for discipline.

Section Four. This Article shall not be deemed to prohibit supervisors from maintaining written notes or records of an employee's performance. An employee shall receive a copy of his/her annual service rating or other written evaluation of his/her work performance concurrently with the placement of the service rating or other evaluation in his/her personnel file.

Section Five. No material from any source other than the official personnel file referred to in Section One above shall be used as the basis for any personnel matter which reflects negatively on an employee's record. However, the employer may merge information from other sources and place it into the official personnel file under the procedures applicable in Sections Two and Three.

ARTICLE 9 - SERVICE RATINGS

(a) The annual service rating shall be completed at least three (3) months prior to the employee's annual increase date and otherwise shall comply with Regulation 5-237-1. In the event that the annual rating is untimely, it may be retained but, shall not be used to deny the employee any benefit or wage adjustment to which he/she may otherwise be entitled. A service rating will be conducted by a supervisor, designated by management, who is familiar with the employee's work. When an employee is rated "fair" or "unsatisfactory" in any category, the rating supervisor shall state reasons and, if practicable, suggestions for improvements. All service ratings with any category rated fair or unsatisfactory must be discussed with the employee at an informal meeting to be scheduled by the rating supervisor, normally within seven (7) days after the employee has seen the report. An overall unsatisfactory rating (one category rating of "unsatisfactory" or two category ratings of "fair") may be considered grounds for denial of an annual increase.

(b) Disputes of service ratings where any single category is rated "fair" are not subject to appeal under the grievance procedure. Disputes over service ratings which are unsatisfactory as defined above may be subject to grievance and arbitration commencing at Step II. In any such arbitration, the arbitrator shall not substitute his/her judgment for that of the evaluator in applying the relevant evaluation standards unless the evaluator can be shown to have acted arbitrarily and capriciously.

ARTICLE 10 - TRAINING AND TUITION REIMBURSEMENT

Section One. The employer recognizes its responsibility to provide relevant training for each new employee and continue on-the-job training, and the need for its employees to keep abreast of technological advancements in the various fields related to State government.

The State will make periodic reviews of its in-service training programs in order to update current courses and/or additional programs. When acquiring new technically advanced equipment or systems, the State will have as many employees as reasonably possible trained by the vendor or State Personnel skilled in the operation or application. Employees trained in the operation of new equipment or the installation of new systems may provide training to other employees as directed by management provided the employees concerned are personally able and capable. The State recognizes that certain benefits accrue both to the State and employee through the attendance at professional conferences and seminars and membership in professional organizations. The appointing authority or designee, working within the framework of budgetary constraints will support these activities and memberships when deemed appropriate and beneficial to all concerned. Management retains the right to determine training needs, programs, and procedures and to assign employees for training herein. Employees who attend may be requested to prepare reports and/or make presentation on the event and/or information acquired.

Section Two. A joint Professional Conference and Workshop Committee shall administer a fund for defraying expenses incurred for attendance by permanent employees at professional seminars, workshops or conferences. The Committee shall be comprised of two (2) representatives from both the State and Union.

Time off for attendance by members at committee meetings will be without loss of pay or benefits on the condition that such attendance will not exceed one (1) day per month of release. The committee may develop procedures as are necessary to administer the process consistent with the contract and law. The actions or non-actions of the committee are not precedent setting nor are they subject to collateral attack in any forum.

Requests for use of the fund shall, after approval by the appointing authority, be submitted to the committee for action at least three (3) weeks in advance. Approval by the appointing authority will not be unreasonably denied. Denial, when determined, shall be explained in a written memorandum. An unreasonable denial of any employee's request may be appealable to the Office of Labor Relations. The Office of Labor Relations shall respond to the appeal within five (5) working days. Upon approval by the Committee, the Agency Head shall forward the request to the Comptroller at least two (2) weeks in advance of the date of attendance. Agricultural Station employees eligible for expense reimbursement under Addendum Article 10 are not eligible to participate in the Workshop Conference Fund and vice-versa.

There shall be Fifty-five Thousand Dollars (\$55,000) appropriated in the first contract year. There shall be Sixty Thousand (\$60,000) appropriated in the second contract year. There shall be Seventy Thousand (\$70,000) appropriated in the third contract year and each contract year thereafter. There will be unlimited carryover of unused funds from one contract year to the succeeding contract year(s) but the fund will automatically expire upon expiration of the contract.

Each eligible employee shall be entitled to a maximum of Five Hundred Dollars (\$500) reimbursement per contract year toward the cost of fees, travel, food, and/or lodging related to attendance at such events. Notwithstanding the above mentioned maximum, an employee may use the fund once in a two year period for an expenditure in excess of Five Hundred Dollars (\$500) but not greater than One Thousand Dollars (\$1,000). Use of the fund for expenditures of less than Five Hundred Dollars (\$500) will not entitle the employee to use the fund for an additional expenditure in excess of Five Hundred Dollars (\$500) in any two-year period (no carryover credit). Reimbursement shall be consistent with standard state travel regulations. Employees who attend training herein will also continue to receive regular pay and benefits.

Section Three. The State shall allocate One Hundred Ten Thousand Dollars (\$110,000) for the tuition reimbursement program for the first year of the contract. The State shall allocate One Hundred Fifteen Thousand Dollars (\$115,000) for the tuition reimbursement program for the second year of the contract. The State shall allocate One Hundred Twenty-five Thousand Dollars (\$125,000) for the tuition reimbursement program for the third year and each year thereafter of the contract. There will be unlimited carryover of unused moneys in the fund from one contract year to the next.

The maximum reimbursement rate shall be 75% of the per-credit rate for undergraduate and graduate courses at the University of Connecticut at Storrs. No employee may be eligible for reimbursement for more than twelve (12) credits in each year of the contract.

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 exam.

Section Two. Working Test Periods for classes covered by this Agreement established by the Commissioner of Administrative Services under Section 5-230 or 5-234, and in force on the effective date of this Agreement shall remain in force for the life of this Agreement. The previous sentence notwithstanding, the parties acting through the Labor Management Committee will explore the feasibility of demonstration of working test periods of shorter or longer duration.

Section Three. The Working Test Period may, with the approval of the Commissioner of Administrative Services or designee, be extended on an individual basis for a definite period of time not to exceed six (6) months.

Section Four. Failure of a promotional Working Test Period shall be subject to the grievance procedure through Step III provided, however, that the burden shall be on the employee to show patent unfairness of the Working Test Period due to evaluator bias or variance from the pertinent job specification, and further provided this provision shall be deemed subordinate to Article 15 in cases of discipline, suspension, demotion and dismissal, other than demotion under Article 11, Section Five.

Section Five. If an employee fails a promotional Working Test Period within the same agency, the employee must be returned to his/her previous position without any loss of benefits or seniority. If an employee fails a promotional Working Test Period in another agency, the employee shall be returned to the position he/she last held in the agency from which he/she was transferred without loss of benefits or seniority. Should an employee be transferred in the same class from one agency to another, a six (6) month Working Test Period will be served. If the employee fails said Working Test Period, he/she shall be returned to his/her previous position without any loss of benefits or seniority. Failure of the Working Test Period in this instance shall not be subject to the grievance and arbitration procedure.

Section Six.

(a) Upon appointment from the certified list, an employee who was provisionally promoted shall have up to, but not more than, three (3) months of such service credited toward meeting the Working Test Period requirements, provided that such service has been satisfactory in the judgment of the appointing authority.

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

ARTICLE 12 - SENIORITY

Section One. Seniority for all purposes within this Agreement shall be defined as total length of State service including war service.

Section Two. Seniority shall not be computed until after completion of the initial working test period. Upon successful completion of the working test period, seniority shall be retroactive to the date of last 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 termination of employment caused by resignation, dismissal, retirement or failure to report for five (5) working days without authorization.

ARTICLE 13 - ORDER OF LAYOFF AND REEMPLOYMENT

Section One. A layoff is defined as the Involuntary, non-disciplinary separation of an employee from State service because of lack of work, economic necessity, insufficient appropriation, departmental reorganization or abolition of position.

Section Two. For purposes of layoff selection within a classification, seniority as defined in Article 12 shall prevail.

1. In agencies with multiple facilities or regions, the least senior in the facility or region, by classification, shall be selected for layoff. Under this Agreement, only the Department of Transportation and the Department of Environmental Protection shall be considered to have multiple facilities or regions. In the Department of Transportation, the regions shall be defined as the District offices, the DOT headquarters and the Rocky Hill Laboratory. In the Department of Environmental Protection, the regions shall be defined as DEP headquarters and its satellite offices in the Hartford area, and the field.

2. In all other agencies under this Agreement, the least senior by classification shall be selected for layoff.

In the event of a layoff within a job classification, temporary employees and employees who have not completed their Initial working test period shall be laid off first and shall not have bumping rights.

If the seniority of two or more employees is exactly the same, priority for layoff and recall shall be determined by the lower employee number.

Section Three. When the employing agency determines a layoff is necessary, the agency will identify the specific individuals by job classification to be impacted. The incumbent(s) within these classes shall be provided written notice of layoff at least four (4) weeks prior to the layoff date. A copy of the notice will be simultaneously provided to the Union.

The agency shall arrange, in lieu of layoff, to have the employees assigned to a funded, approved vacancy in the same or comparable classification within the Agency. If no such vacancy is available, the employee may exercise bumping rights to which he or she is eligible.

During the four (4) week notice period referenced above, the employer shall meet with the Union to discuss possible alternatives to the layoff(s).

Within two (2) weeks of the notice referenced above, the employee shall provide written notice whether he/she elects to exercise bumping rights or accept layoff. Such election shall be binding on the employee. Failure to make an election shall constitute a waiver of bumping rights.

Section Four. Bumping. In lieu of layoff an employee electing an option to bump shall exercise such bump as follows:

1. The employee shall bump the employee with the least seniority in the same classification [and same specific orientation (parenthetical)] within the Agency. In the event there is no less senior employee in the classification item 2 shall be followed.

2. The employee shall bump the least senior employee in the next lower class within the classification series within the Agency. The bump shall proceed through the classification series if so required.

3. The employee shall bump the least senior employee in a comparable classification or within a comparable classification series within the Agency.

4. Data processing personnel (titles) may bump across agency lines provided no bump in number 1 or 2 was available. A data processing individual bumping across agency lines must be capable of working with the data system in use.

The employee who is displaced by the employee noticed for layoff shall have the same bumping rights as described above. However, such rights must be elected within two (2) workdays of notice of being bumped.

In all cases the bumper shall be paid for services in a lower class as provided for in Regulation 5-239-2(f).

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

Employees shall be entitled to specify for placement on the reemployment list for any or all classes in which they formerly had permanent status or which are deemed comparable. In the event that an employee is appointed to a position from a reemployment list but such position is in a lower salary group than the class or classes for which his/her name is entered upon a reemployment list, he/she shall remain eligible for certification from the latter list.

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 he/she held when he/she last worked in State service. An employee so appointed to a position in a lower salary group will be appointed at the same step in the lower salary group as he/she held when he/she last worked in State service.

There shall be no appointment from outside State service until laid off employees eligible for rehire and qualified for the position involved are offered reemployment.

Section Six. Impact on Contracting Out. Before any bargaining unit work is contracted out after a layoff, the Union shall be given a written notice of the work contemplated for contracting out.

ARTICLE 14 - 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. Format. Grievances shall be filed on mutually agreed forms which specify: (a) the facts; (b) the issue; (c) the date of the violation alleged; (d) the controlling contract provision; (e) the remedy or relief sought.

In the event a form filed is unclear or incomplete and not in compliance with this Section, the State employer shall make his/her best efforts to handle the grievance as he/she understands it.

Section 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 on its own behalf "institutional" or "general" grievances which affect more than one State agency shall be filed directly to Step III within the period specified in Section Five. When an individual employee or group of employees elects to submit a grievance without Union representation, the Union's representative or steward shall be notified of the pending grievance, shall be provided a copy thereof, and shall have the right to be present at any 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 all documents pertinent to the disposition of the grievance and to file statements of position.

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.

Section Five. A grievance shall be deemed waived unless submitted to the first step of the grievance procedure as applicable herein 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. In determining whether a grievance shall be deemed arbitrable when a jurisdictional issue is raised as a bar to arbitrability, the arbitrator shall apply the guidelines embodied in the "Steelworkers Trilogy."

Section Six. The Grievance Procedure.

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

Step II. Agency Head or Designee. When the answer at Step I does not resolve the grievance or when the parties agree that the issue is more properly addressed at Step II, the grievance shall be submitted by the Union representative and/or the grievant to the agency head or his/her designee within seven (7) days of the Step I response or, in the case of a grievance ripe for submission directly to Step II, within the period specified in Section Five. Within fourteen (14) days after receipt of the grievance, a meeting will be held with the employee and/or his/her representative and a written response issued within five (5) working days thereafter.

Step III. Office of Labor Relations or Designee. The parties acknowledge that orderly administration of the contract grievance procedure requires the Director of 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 Director of the Office of Labor Relations or designee has

had an opportunity to resolve the grievance. An unresolved grievance may be appealed to said Director within seven (7) days of the date of the Step II response, or, in the case of a grievance ripe for submission directly to Step III, within the period specified in Section Five. Said Director or his/her designated representative shall hold a conference within thirty (30) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

Arbitration. Within ten (10) working days after the State's answer is due at Step III or if no conference is held within thirty (30) days, within seven (7) days after the expiration of the thirty (30) day period an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee(s), except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of not less than five (5) working days.

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

Section Eight. In the event the State Employer fails to answer a grievance within the time specified above or extended by mutual agreement, the grievance may be processed to the next higher level and the same time limits shall apply as if the State employees answer had been timely filed on the last day. The grievant or the Union assents to the last attempted resolution by failing to appeal said decision in a timely manner, or by accepting said decision in writing.

Section Nine. Arbitration.

(a) The parties shall establish a panel of arbitrators herewith, which panel shall be scheduled to hear arbitration cases filed for hearing on a rotating basis, by alphabetical order, unless the parties agree to the contrary in any case. The parties may, by mutual agreement, combine any number of cases as may be practicable for hearing by one arbitrator.

Submission to arbitration shall be by letter, postage prepaid, addressed to the Office of Labor Relations. Submission to the arbitrator shall be by letter, postage prepaid, addressed to the mutually accepted arbitrator. The expenses for the arbitrator's services and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases where the Union is not a party, one-half the cost shall be borne by the party submitting to arbitration. Any expense incurred from cancellation or postponement of hearing shall be borne by the party requesting the cancellation or postponement, unless mutually agreed otherwise.

On grievances where the question of arbitrability has been raised by either party prior to the date of the actual appointment of the arbitrator, said arbitrator shall determine the issue of arbitrability prior to considering the merits of the issue. The parties may, by mutual agreement, have the issue on arbitrability heard separately with testimony on the merits conditional on the results of the arbitrability issue.

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

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

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

(c) The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay 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 the Connecticut General Statutes, Section 52-418, provided, however, neither the submission of questions or arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish scope of judicial review over arbitration awards, including awards on competent jurisdiction, to construe any such award as contravening the public interest.

Section Ten. In addition to those exempted and unless specifically stated otherwise, the following matters shall not be subject to the grievance and arbitration procedure:

- (a) dismissal of employees during the initial working test period;
- (b) dismissal of non-permanent employees;
- (c) the decision to lay off employees;
- (d) classification and pay grade for newly created jobs; however, this clause shall not diminish the Union's right to negotiate on pay grades;
- (e) disputes over claimed unlawful discrimination in violation of Article 3 shall be subject to the grievance procedure but shall not be arbitrable in any case where the Human Rights Commission has asserted jurisdiction;
- (f) those inherent management rights not restricted by a specific provision of this Agreement in any way, directly or indirectly.

Section Eleven. Any grievance which occurred before July 1, 2001, shall be grieved under the prior contract provided that the limits specified therein are adhered to.

Section Twelve.

(a) Safety grievances regarding physical facilities must first be processed through Connecticut OSHA. If jurisdiction over the condition is declined by Connecticut OSHA, then the issue may be processed through the grievance and arbitration procedure. Grievances relating to matters other than physical facilities may be processed directly through the grievance and arbitration procedure.

(b) In any arbitration arising from a dispute over this Section, the arbitrator shall have the authority to direct the agency to correct the unsafe condition.

Section Thirteen. The conferences of the grievance procedure and arbitration hearings shall be closed to the public unless the parties mutually agree otherwise.

ARTICLE 15 - DISCIPLINE, SUSPENSION, DEMOTION AND DISMISSAL

Section One. No permanent employee in the classified service who has completed the working test period and no unclassified employee covered under 5-198(l) who has completed the working test period shall be demoted, suspended or dismissed, except for just cause.

(The application of this Section to the employees of the Connecticut Agricultural Experiment Station is subject to the approval of the Station's Board of Control.)

Section Two. Prior to any disciplinary action, the employer's representative shall meet with the Union representative and the employee involved if requested by the employee. Any disciplinary action must be preceded by adequate warning and opportunity for corrective action except in cases of serious misconduct. In all cases, the grievance will be submitted at Step III. By mutual agreement, a grievance under Section One may be expedited directly to arbitration.

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

Section Four. Definitions and Procedures. None of the following shall be imposed unless the corrective disciplinary step has been imposed except in cases of serious misconduct.

A. Suspension.

(a) An appointing authority may suspend an employee for just cause which may include, but is not restricted to misconduct, insubordination or neglect of duty.

(b) Within three (3) working days after imposing a suspension on an employee, the appointing authority shall give the employee written notice thereof which must:

- (1) State the reason;
- (2) State in concise language the acts or omissions upon which the suspension is based;
- (3) Give the effective dates;
- (4) Notify the employee that he/she may reply to the charge and notify him/her of his/her right to grieve.

(c) The appointing authority shall immediately report a suspension action to the Commissioner of Administrative Services on the prescribed form and shall attach a copy of the notice served on the employee.

(d) Suspensions may be without pay or with partial pay but may not exceed in the aggregate sixty (60) days in any one (1) calendar year.

B. Demotion.

(a) An appointing authority may demote for sufficient and just cause. A demotion for reasons of inefficiency or incompetency shall be made not earlier than three (3) months after the satisfactory completion of a working test period.

(b) Notice. An appointing authority demoting an employee for reasons of inefficiency or incompetency shall give the employee written notice which must:

- (1) Be at least two (2) weeks in advance of the effective date of the demotion,
- (2) State the cause and give reasons to support it,
- (3) Notify the employee of his/her right to grieve.

(c) Report of the demotion shall be immediately made to the Commissioner of Administrative Services on the prescribed form with a copy attached of the written notice given the employee.

(d) When demotion is an alternative to a layoff due to lack of work, lack of funds or abolition of position, or similar causes, the appointing authority shall give the employee written notice to that effect as far in advance of the effective date as is practicable, but not less than two (2) weeks. This notice shall also advise the employee of his/her right to grieve only on the grounds that the possible layoff was not in the order prescribed by this Agreement. The demotion shall be immediately reported to the Commissioner of Administrative Services with a copy of the notice to the employee attached.

(e) An appointing authority may arrange for the demotion of an employee to a lower class or grade for which he/she has the required qualifications at the request of the employee for his/her personal reasons either within the agency or by transfer to another agency. Report of such demotion shall be made to the Commissioner of Administrative Services together with a copy of the employee's written statement that the lower class or grade is acceptable to him/her.

(f) Rate of pay. Any employee demoted, except in lieu of layoff, to a lower class, grade or salary range shall be paid at that lower rate of pay which he/she would have arrived at had he/she been serving in the lower instead of in the higher position.

(g) If the employee's grievance is upheld, he/she shall be reinstated with full pay retroactive to the date of demotion and any notation of the demotion shall be removed from the employee's roster card.

C. Dismissal.

(a) An appointing authority may dismiss an employee with permanent status from the classified service when the good of the service will be served thereby. Just cause for considering the good of the service shall be based on, but not necessarily restricted to, incompetency, inefficiency, neglect of duty, or misconduct.

(b) The following may be considered causes for the dismissal of any employee. This listing is not to be construed as all-inclusive.

(1) Prohibited political activity as defined in the regulation pertaining to political activity;

(2) Disloyalty to the government of the United States or of the State of Connecticut;

(3) Conviction of a crime;

(4) Offensive, indecent or abusive conduct towards the public, superiors, coworkers, inmates, or patients of State institutions;

(5) Two (2) successive unsatisfactory service ratings, if filed within two (2) years of each other;

(6) Fraud or collusion in connection with any examination or appointment in the classified service;

(7) Theft, willful neglect or misuse of any State fund, property, equipment, material or supplies, including State owned motor vehicles;

(8) Deliberate violation of any law, State regulation or agency rule;

(9) Absence without leave for five (5) or more working days or failure to return to duty within five (5) working days following authorized leave;

(10) Intoxication while on duty;

(11) Neglect of duty;

(12) Insubordination, including failure to work overtime if directed to do so;

(13) Engaging in any activity which is detrimental to the best interests of the agency or of the State.

(c) An appointing authority dismissing an employee shall give the employee written notice which shall;

(1) State the reason for dismissal;

(2) State in concise language the acts or omissions upon which the dismissal is based;

(3) State the effective date of the dismissal which shall be two (2) weeks from the date of the notice. Such advance notice need not be given in cases of serious misconduct by an employee affecting the public, the welfare, health, or safety of patients, inmates or State employees or the protection of State property;

(4) Notify the employee that he/she may reply to the dismissal, and notify him/her of his/her right to grieve.

(d) An appointing authority may, pending a determination on discipline to be imposed, place an employee on a leave of absence with pay. Such leave could continue through the pre-disciplinary and post-disciplinary procedure periods as described in Regulations 5-240-7a and 5-240-8a. The paid leave may be continued during the notice period prior to the effective date of dismissal.

Section Five. The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and will supersede any pre-existing forums.

Section Six. Employer Conduct for Discipline. Whenever it becomes necessary to discipline an individual employee, the supervisor vested with said responsibility shall undertake said talks in a fashion calculated to apprise the employee of his/her shortcomings, while avoiding embarrassment and public display.

Section Seven. 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 designee upon request, provided, however, this provision shall not delay completion of the interrogation in excess of forty-eight (48) hours. 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. No employee shall be subject to discipline as a result of refusal to be a witness against himself/herself at any step of the grievance procedure. The provisions of this Section shall not be interpreted to prevent a supervisor from questioning an employee at the workplace.

Section Eight. 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 shop stewards.

Section Nine. Reprimands. A written reprimand or a written record of an oral reprimand which is placed in an employee's official personnel file and which is not merged in the service rating next following shall be treated in accordance with the Personnel Record Article.

ARTICLE 16 - HOURS OF WORK

Section One. The standard work week of all full-time employees shall be thirty-five (35) hours and five (5) days, normally Monday through Friday with regular starting and ending time between the hours of 7:00 A.M. to 5:00 P.M. for field personnel and 8:00 A.M. to 4:30 P.M. for office personnel, including a half-hour unpaid meal period.

A non-standard work week for full-time employees shall be an average of thirty-five (35) hours per week exclusive of meal-times over a specific time period.

An unscheduled work week for full-time employees shall be an average of thirty-five (35) hours per week exclusive of meal times with the starting and ending time and the number of days determined by the requirements of the position.

Current standard schedules and schedules which vary from the standard work week shall remain in effect until varied by the appointing authority. The establishment of non-standard or unscheduled work weeks or work schedules shall be made only to meet changing agency operational needs and only after advance approval by the Director of the Office of Labor Relations, prior consultation with the Union and not less than two (2) weeks advance notice to affect employees, except when: (a) the standard work week is being established; or (b) an emergency situation exists. For such exception, notification and/or consultation shall be made as soon as practicable. As soon as the emergency is alleviated, the employee shall revert to his/her regular schedule.

The employer has the right to establish permanent bona fide second and third shifts. In the exercise of that right, the employer shall make every effort to staff those shifts with qualified volunteers. The establishment of permanent shifts is subject to the requirements and standards of paragraph 4 regarding changing agency operational needs, advance approval by the Director of the Office of Labor Relations, prior consultation with the Union, and the requirement with respect to two (2) weeks advance notice to affected employees.

Employees who are temporarily defined as the duration of the assignment or project, but not more than six (6) months, assigned to work schedule different from the standard work schedule shall receive a premium of twenty percent (20%) of their straight time pay for all hours worked which are different from the standard schedule, or, shall be paid time and one-half in conformity with the requirements for overtime specified in the overtime article. The above is meant to apply to situation such as, but not limited to, Aragon Bridge or the Truck Weight Study but are not meant to apply to the Slattern case or Article 17, Section Five. Employees receiving this premium shall not be eligible to receive shift differential as provided for in Section Two.

Section Two. A shift differential of sixty five (65) cents per hour shall be paid to all employees whose regularly assigned shift or tour of duty begins after 2:00 p.m. or before 6:00 a.m., except that any employee whose salary is above the equivalent of Salary Group 23, Step 7, shall not be eligible for such differential. Notwithstanding this provision, employees in the classifications of Computer Operations Supervisor 1 and 2 shall be eligible for shift differential payment.

Section Three. Weekend Differential.

- (a) For 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 weekend differential rate for the duration of this agreement shall be forty (40) cents per hour.

Section Four. The parties have agreed on job-sharing guidelines.

Section Five. Employees who are required by their employer to be "on Standby" or "on Call" in order to ensure "after hours" coverage must receive written notification of this status. Pay for such status shall be according to the following:

- (a) Sixteen (16) hour shift (4:30 p.m.- 8:30 a.m.) where the beginning of the shift falls on a day other than a holiday or Saturday/Sunday - \$16.00
- (b) Twenty-four (24) hour shift (8:30 a.m.- 8:30 a.m.) where beginning of shift falls on weekend day - Saturday/Sunday - \$24.00
- (c) Twenty-four (24) hour shift (8:30 a.m.- 8:30 a.m.) where beginning of shift falls on a State observed holiday other than those specified in (d). - \$24.00
- (d) Twenty-four (24) hour shift where beginning of shift falls on New Year's Day (January 1), Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas (December 25).- \$54.00

ARTICLE 17 - OVERTIME

Section One. Overtime.

- (a) The provisions of this Article 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 35 but under 40, and at time-and-one-half for hours worked over 40, except as provided otherwise in Section 5-245 for employees on rotating shifts and unscheduled positions and classes or herein. The payment of straight time for overtime hours worked over 35 but under 40 shall not be used as a basis for extending the regular workweek beyond 35 hours, provided, however, the State shall retain its right to require overtime under Regulation 5-245-1. Whenever possible, volunteers will be solicited before employees are assigned.

Section Two. Call Back Pay. Employees who have left work after the end of their scheduled work shifts and who are called back to work prior to the beginning of their next regularly scheduled shift shall receive a minimum of four 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.

Section Three. Exempt Employees. During the life of this Agreement, section 5-245(b)(1) shall be deemed to exempt from overtime all employees being paid above Salary Group 24, and those classified positions which on June 30, 1977 were deemed exempt position. Subject to the operating needs of the agency:

- (1) Exempt employees who are required by the State to attend regular and recurrent evening meetings or otherwise to be called out regularly to perform work outside the regular scheduled workweek shall be authorized to work a flexible work schedule or to receive compensatory time off, and
- (2) Exempt employees who are required by the State to perform extended service outside the normal workweek to complete a project or for other State purpose shall be authorized to receive compensatory time off. In no event shall such time be deemed to accrue in any manner or be the basis for compensation on termination of employment. Employees who are consistently denied compensatory time off under subsection (1) or (2) may grieve to, but not beyond, the Office of Labor Relations.
 - (a) If the performance of extended service in (2) above is as a direct result of a declared State or national emergency, payment at straight time rather than compensatory time will be made when special funding is specifically provided for such service or, if such special funding is not provided, when approved by the Secretary of the Office of Policy and Management or designee.
 - (b) In situations other than declared State or national emergencies and where the granting of compensatory time off would create a hardship to an Agency, payment at straight time may be granted with approval of the Secretary of the Office of Policy and Management or designee.
 - (c) These provisions, in (a) and (b) above, to pay rather than provide compensatory time will not prejudice the State's position in any other instance nor give rise to appeal in any forum. Nothing herein shall diminish the basic contractual obligations and intent of Section Five of this Article.

Notwithstanding the above, Department of Transportation Construction Inspectors, when physically assigned to a construction project site, will be eligible for payment, at the straight time rate, for up to five (5) hours weekly in lieu of compensatory time earned during the construction season (April 1 to October 1) or for the period of assignment to a field construction project, whichever is longer. All other compensatory time earned during the construction season or as extended above normally must be taken outside of the construction season, and/or if earned outside of the construction season, taken within two (2) weeks of accrual. This provision shall not preclude the granting of compensatory time off during the construction season when such arrangement can be made at the mutual convenience of the employer and employee. Any compensatory time earned during the construction season not taken within one (1) year following its accrual will automatically lapse unless the time cannot be taken off due to unforeseen emergencies beyond the control of the employee in which case, an extension will be granted. In no event shall compensatory time be deemed to accrue in any other manner or be the basis for compensation on termination of employment. No employee shall unreasonably refuse to perform work under this provision where the appointing authority determines necessary. This provision shall become effective July 6, 1984.

Section Four. Overtime pay shall not be pyramid. When practicable, overtime checks shall be paid no later than the second payroll period following the overtime worked.

Section Five.

(a) When the appointing authority determines that projects may be better accomplished by the use of existing personnel through the payment of overtime rather than through contracting out, the appointing authority, subject to approval by the Secretary of the Office of Policy and Management will authorize the lifting of the overtime cap for the duration of the project. Factors including but not limited to time frame for completing the projects, availability of personnel, facilities and equipment, skills and ability of existing personnel, overall efficiency of agency operations, as well as cost effectiveness, will be considered in making the decision. Consistent with the above, preference to use bargaining unit personnel in such instances will be a major consideration.

(b) No employee may unreasonably refuse to work on a project which the appointing authority determines must be accomplished on an overtime basis under this provision.

Section Six. Those employees who have been allowed to accumulate compensatory time, as provided for in Section Three of this Article, shall be required to schedule and use such compensatory time no later than the first full six (6) month period following its accrediting. The six (6) month periods shall be July through December and January through June. If the employee fails to submit the schedule for his/her compensatory time, the Agency will schedule such time for the employee. In the event the employee is not allowed to use this compensatory time within the parameters of arranged schedules, the Union may on behalf of the employee request of the Office of Labor Relations an initiative to obtain permission from the Office of Policy and Management that the employee is to be paid for such compensatory time. The employee will receive either the compensatory time off or he/she will receive payment for such time. Notwithstanding this provision those Construction Inspectors covered by the provision of Section Three of this Article 17 shall not be impacted by this Section Six provision.

ARTICLE 18 - 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 work day, be paid for such actual work retroactive to the first day of such work at the rate of the higher class as if promoted thereto, provided such assignment is approved by the Commissioner of Administrative Services or designee.

Section Two. Such assignments may be made when there is a bona fide vacancy which management has decided to fill, or when an employee is on extended absence due to illness, leave of absence, or other reasons. Extended absence is one which is expected to last more than 30 working days.

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

Section Four. If on or after the thirty-first consecutive working day of such service, the Commissioner of Administrative Services or designee has not approved the assignment, the employee upon request shall be reassigned to his/her former position, subject to the provisions of Section Five.

Section Five. In the event the Commissioner of Administrative Services or designee disapproves the requested assignment on the basis of his/her judgment that the assignment does not constitute temporary service in a higher class, the employee shall continue working as assigned with recourse under the appeal procedure for reclassification but not under the grievance and arbitration procedure. The form certifying the assignment will specify the rights and obligations of the parties under Sections Four and Five.

Section Six. Temporary assignments to a higher class for periods of thirty working days or less shall not be utilized to defeat the basic contractual obligation herein.

ARTICLE 19 - COMPENSATION

Section One. General Wage Increases.

Effective the first pay period following July 1, 2001, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

Effective the first pay period following July 1, 2002, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

Effective July 1, 2003, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

Effective July 1, 2004, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

Section Two. Employees will continue to be eligible for and receive annual increments in accordance with existing practice.

Section Three. Longevity. Employees shall continue to be eligible for longevity payments for the life of this contract in accordance with existing practice. The longevity schedule in effect on June 30, 1984 shall remain unchanged in dollar amounts for the life of this Agreement.

Section Four. Maximum Step Employees. Effective July 1, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments.

Section Five: Effective June 23, 1995 and thereafter, bargaining unit classifications, except data processing classifications and classifications at the Connecticut Agricultural Experiment Station which have been evaluated pursuant to the Objective Job Evaluation (OJE) process, shall be assigned to pay grades based upon the "points to pay" relationship as reflected on the following schedule:

Salary Group	OJE Point Range
11	-123
11a	124-131
12	132-136
12a	137-143
13	144-151
13a	152-158
14	159-164
14a	165-172
15	173-179
15a	180-187
16	188-193
16a	194-203
17	204-209
17a	210-220
18	221-225
18a	226-238
19	239-242
19a	243-257
20	258-260
20a	261-273
21	274
21a	275-289
22	
22a	290-308
23	
23a	309-330
24	
24a	331-353
25	
25a	354-376
26	377-379
26a	380-404
27	405-407
27a	408-425
28	
28a	426-441
29	
29a	442-463
30	464-467
30a	468-487
31	488-494
31a	495-513
32	514-522
32a	523-539
33	540-549
33a	550-567

There shall be no downgrading of P-4 classifications or salaries.

An employee whose classification or position is upgraded shall be placed at the step of the new salary group which is closest to, but not less than his/her current salary (upgrading by the round-up method.)

Effective June 29, 1989, an eighth step, ninth step, and tenth step will be added to the pay plan for use by all classifications except data processing and classifications at the Connecticut Agricultural Experiment Station.

The eighth step shall be two and one-half percent (2.5%) above the seventh step; the ninth step shall be two and one-half percent (2.5%) above the eighth step; and the tenth step shall be two and one half percent (2.5%) above the ninth step.

Notwithstanding the above, classification which are two or more salary groups above the agreed upon payline shall only be eligible to advance to step 8 of the pay plan. A list of these classifications is found in Appendix B.

The assignment of Connecticut Agricultural Experiment Station classifications to pay grades and the pay plan for these classifications is provided for in Appendix B.

Effective July 1, 2002, an additional step will be added to all P-4 pay plans. The additional step shall be two and one-half percent (2.5%) above the preceding step. Effective July 1, 2004, an additional step will be added to all P-4 pay plans. The additional step shall be two and one-half percent (2.5%) above the preceding step.

ARTICLE 20 - GROUP HEALTH INSURANCE

For the duration of this Agreement, the State shall continue in force the health insurance coverage previously effective, subject to modifications under the Health Care Cost Containment Committee process, or by coalition bargaining conducted pursuant to Connecticut General Statutes Section 5-278.

ARTICLE 21 - TRAVEL

During the life of this Agreement, any employee who is required to travel on official State business shall be reimbursed for lodging, mileage and/or meals in accordance with the terms, conditions and rates outlined in the Standard State Travel Regulations in existence on June 30, 1987 subject to such modifications and exceptions as provided herein:

Section One. Employees Assigned to Construction Projects. Construction Personnel in the Department of Transportation and the Department of Public Works who are presently assigned State vehicles shall continue to use said vehicles. Any employee who is presently assigned a State vehicle may change his/her mind and shift to the use of his/her personal vehicle, at which time he/she shall be entitled to all the benefits accruing to other employees who are using their personal vehicles.

In order to save energy, employees using a State vehicle may, at the option of the appointing authority, garage said vehicle at their home or at the nearest State facility.

Employees utilizing personally-owned vehicles on State business shall be paid \$4.50 per day vehicle use fees. Such fees shall (1) be paid for each day the inspector is required to travel to a work station from April 1 to October 1 or for the period of assignment to a field construction project, whichever is longer, and (2) be in addition to the reimbursement for personally-owned motor vehicles as provided in Article 21, Section 4.

Each employee required by the agency head to use a personally-owned motor vehicle for official State business, shall produce an insurance policy for review by the employer showing that the vehicle to be used is insured in at least the amount required by the Standard State Travel Regulations. The employee will then be reimbursed at the established rate for each mile traveled. Mileage shall be computed as the lesser of the following: (1) From the permanent employment station to and around his/her work area and return or (2) from home to and around his/her work area and return.

The mileage around the work area for which payment will be made will be that distance necessary for the proper performance of the work and actually traveled.

The gathering and moving of samples concrete beams and cylinders or other large or dirty items not normally moved in an automobile will whenever possible be transported by State vehicle. If an employee assigned to use his/her personal vehicle is directed to bring a State vehicle on to a work site, his/her payment for mileage to and from the work site will not be reduced.

If an employee is required to use his/her personal vehicle in areas where heavy traffic or other hazards exist, the State will furnish and attach without damage to the vehicle such lights and/or signs as are necessary.

It is understood that an employee assigned to use a personal vehicle on State work will not be assigned a State vehicle under normal circumstances. However, a State vehicle may be assigned for brief periods under unusual conditions.

When an employee is involved in an accident, damage to State property caused by the driver shall be the responsibility of the agency. The driver may only be assessed for property damage if his/her actions constitute willful or wanton misconduct.

Section Two. Other Employees. Employees other than those covered by Section One above will be provided transportation. The employer will make every effort to provide transportation. The employee will only use his/her own vehicle in extraordinary circumstances when mileage payments have been authorized in accordance with this contract and State regulations.

Section Three. When on a temporary assignment and State transportation is provided, such State transportation may be garaged at the employee's residence during the period of such assignment.

Section Four. When authorized in accordance with Standard State Travel Regulations, any employee who is required to travel on employer business shall be reimbursed at the following rates:

	<u>July 1, 2000</u>	Effective <u>July 1, 2001</u>	Effective <u>July 1, 2002</u>
Breakfast	\$6.00	\$7.00	\$8.00
*Lunch	\$8.00	\$9.00	\$10.00
Dinner	\$18.00	\$19.00	\$20.00

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

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 shall be reimbursed regardless of the insurance requirement.

The mileage reimbursement rate shall be the GSA rate subject to readjustment within thirty (30) days, consistent with the readjustment by the U. S. General Services Administration.

*Applicable to out-of-State travel or when authorized in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services.

ARTICLE 22 - RETIREMENT

The terms and conditions of the employee retirement plan are contained in a separate agreement between the State and Union.

ARTICLE 23 - PERMANENT PART-TIME EMPLOYEES

Section One. Permanent part-time employees shall receive wages and fringe benefits on a pro rata basis as provided herein.

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

Section Three. Part-time employees working less than twenty (20) hours shall in the event of lay off have seniority pro-rated and may exercise any bump only to another part-time less than twenty (20) hours position. Contractual requirements of notice in case of layoff shall be half of those requirements provided in Article 13.

Section Four. Health insurance coverage shall be available only to those permanent part-time employees who are regularly scheduled to work at least 17.5 hours per week. This provision applies to those part-time employees who on or after July 1, 1991 acquire part-time status.

Section Five. Vacation and sick leave shall accrue on a pro rata basis (hours) for permanent part-time employees.

Section Six. Part-time employees working less than twenty (20) hours per week will not receive personal leave days.

Section Seven. A permanent full-time employee may request of management that their position be adjusted to a part-time status. If granted, the reduction to part-time shall be considered a temporary arrangement.

Section Eight. Permanent part-time employees working more than 30 hours per week but less than 35 hours per week shall be provided priority consideration for vacancies within the employee's classification within the employee's employing agency.

ARTICLE 24 - METHOD OF SALARY PAYMENT

Section One. Workers' Compensation Coverage and Payments. Where an employee has become temporarily totally disabled as a result of illness or injury caused directly by his/her employment, said employee may, pending final determination as to the employee's eligibility to receive workers' compensation benefits, charge said period of absences to existing leave accounts. Where a determination is made supporting the employee's claim, State authorities shall take appropriate steps to rectify payroll and leave records in accordance with said determination. Upon final and nonappealable decision by appropriate State authority that an employee is entitled to receive workers' compensation benefits, said employee shall receive his/her first payment no later than four weeks following such determination. Accrued leave time may be used to supplement workers' compensation payments up to but not beyond the regular salary.

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

Section Three. In all other respects the method of salary payment on June 30, 2001 shall continue in force.

ARTICLE 25 - HOLIDAYS

Section One. For the purposes of this Article, holidays are as follows: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

Section Two. Unless superseded in this Article, the provisions of Section 5-254 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 to work on a holiday shall ordinarily receive the holiday off and shall receive his regular week's pay for the week in which the holiday falls. When such employee is called in to work on a holiday, he shall receive overtime pay at the applicable rate but shall not receive a compensatory day off unless called in for less than four 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 to work on a holiday and who is called in 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. At agencies, institutions or facilities that designate a holiday as a regularly scheduled workday, employees covered hereunder may be required to work on said day, and shall receive a compensatory day off in lieu thereof. The employer may designate the compensatory day off provided that the day is common for all bargaining unit employees at an agency, institution or facility.

ARTICLE 26 - PREGNANCY, MATERNAL AND PARENTAL LEAVE

Section One. Disabilities resulting from pregnancy and maternity, defined as the hospital stay and any period of time prior to and subsequent to delivery certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job, may be charged to any accrued paid leaves. Upon expiration of paid leave, the employee may request, and shall be granted, a leave of absence without pay, position held. The total period of leave of absence without pay with position being held shall not exceed six (6) months following the date of delivery. A request to continue on a leave of absence beyond this six (6) month period must be in writing. If granted, the position may or may not be held for this extended period subject to the appointing authority's decision.

Section Two. Parental Leave. The provisions of C.G.S. Sec. 5-248a (and amendments thereto) and the regulations appurtenant thereto, as they apply to parental leave, shall apply. 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.

A statutory parental leave need not commence immediately following the birth or adoption of a child, but must be completed within the one (1) year period following such birth or adoption.

Holidays which occur during the period covered by the parental leave provisions of C. G. S. Sec. 5-248a 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 the current practice.

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

ARTICLE 27 - HEALTH AND SAFETY

Section One. A Joint Union/management Safety Committee shall be established to investigate, discuss and develop corrective measures on specific safety and health matters including but not limited to: (1) working conditions relative to video display terminals, (2) medical monitoring programs for employees exposed to hazardous materials, (3) protective clothing and equipment. Committee proposals shall detail the problem, resolution, the benefit of implementation and costs.

There shall be established an annual fund of \$15,000 for committee proposed safety health programs. There will be unlimited carryover of unused funds from one contract year to the succeeding contract year(s). The fund will automatically expire upon expiration of the contract.

Representation on the committee will be equally distributed between Union and Management; each having three (3) members. Each party shall appoint its representatives for the term of the Labor Agreement. The committee shall elect its chairperson and both Union and Management will have one vote on proposals.

Committee endorsement will be sufficient cause for implementation, within available committee funds. Proposals shall be submitted to the Office of Labor Relations. Within thirty days of the submittal of the proposal, the Office of Labor Relations may reject the proposal if the program or action is not related to a legitimate safety or health problem. If the committee endorsement is rejected by the Office of Labor Relations, the matter may be submitted to arbitration. Proposals not rejected by the Office of Labor Relations shall be submitted to the Commissioner of Administrative Services to draw upon funds.

Section Two. The employer will make reasonable efforts to maintain working conditions in conformance with applicable Federal, State, and local health and safety laws and/or regulations.

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.

No employee shall be required to perform work under unsafe or unhealthy conditions or drive or operate unsafe vehicles or equipment. Such conditions shall be immediately reported to the employee's supervisor for appropriate action.

ARTICLE 28 - LABOR MANAGEMENT COMMITTEE

Section One. Unit and agency Labor Management Committees shall be established by the parties. Such committees when established shall consist of not more than five (5) representatives of each party.

Section Two. Said committees shall meet as necessary and shall discuss application, clarification and aberrant manifestations of terms and conditions of this Agreement as well as improvement of the parties' relationships.

Section Three. Topics for the Labor Management Committee to consider for agenda items are improvement of the parties' relationship; and efficiency and increased productivity. The parties recognize that the introduction of flex-time may facilitate this goal. Accordingly, they agree that one of the specific subjects to be discussed is the feasibility of the development and implementation of flexible work schedules, including a four-day work week, at the agency level. Consideration for implementation will be predicated on the principle that schedules must meet the mutual needs of the agency and employees and involve no cost or expenses other than existing base wages and benefits.

The topic of career mobility shall be an appropriate topic for the labor management committee.

Section Four. The parties agree to continue using the labor management committee for establishing alternate work schedule programs including pilot programs. In the event there is not a satisfactory resolution by the labor management committee regarding alternate work schedule programs, the outstanding dispute may be submitted to arbitration pursuant to Article 14 - Grievance Procedure.

ARTICLE 29 - REST PERIODS

Employees shall have two rest periods each day, one in the mid-morning and one in the mid-afternoon. The employer may set aside specific time for rest periods. For those employees in other than day shifts, the two rest periods may be taken at approximately one-quarter and three-quarters through the shift.

Each rest period is to be a maximum of fifteen (15) minutes, measured from the time the employee leaves his/her actual work to the time he/she returns to his/her actual work. Snacks and non-alcoholic beverages may be consumed if readily available. Employees may bring their own refreshments or purchase them if available.

Notwithstanding paragraph one above, on occasions, rest periods may be delayed as required by the particular work situation at hand. Such occasions may involve emergency conditions, high priority work, work involving public service, or other work in which it would be impractical to stop and take a break. There may be no accumulation of rest periods.

Employees and management should remain conscious of being in the public eye. This means that rest periods should be as inconspicuous as possible. Rest periods should not result in a total cessation of activity at a work site; phones should be answered, etc. Units dealing directly with the public should be staffed by utilization of staggered rest periods, and office and field forces on their rest periods should be out of public view as much as possible.

ARTICLE 30 - MEAL PERIODS

Subject to the Hours of Work Article, all employees shall be granted an unpaid one-half hour lunch period during each normal work shift. Whenever possible, the lunch period shall be scheduled in the middle of such shift.

The employer shall furnish an unpaid one half hour meal period to any employee who is required to work in excess of three and one-half (3 1/2) consecutive hours overtime in any one work day, and pay for said meal in accordance with current meal rate schedules. This provision will not apply when overtime work is performed during the employee's regular work hours but on a day not normally worked.

ARTICLE 31 - WORK LOCATION DEFINITION

A permanent employment station shall be defined as the office or building at which the work unit head is located.

A work station shall be defined as the headquarters, sub-office or field location where an employee may be assigned to report on a regular basis for work assignments or to perform assigned duties.

ARTICLE 32 - EMPLOYEE TRANSFERS

An employee may only be transferred by the employer under the following circumstances:

- (1) Where the approved staffing levels of his/her present unit have been reduced through reorganization action, budgetary action, or other approved governmental actions recognized by State Statutes.
- (2) Where changes in staffing assignments are required to accommodate agency operational needs.
- (3) At his/her request, providing no adverse impact to the current and future employer will result.
- (4) The employer shall distinguish between a temporary transfer and a permanent transfer.

A permanent transfer is defined to mean when it is intended that the employee will not return to his/her present permanent work employment station. All other transfers shall be considered temporary.

When a permanent or temporary transfer is to be made, the employer shall notify the employee of said transfer and the nature of the transfer at least fifteen (15) working days in advance of such transfer except in cases of emergency.

No employee shall be transferred if a junior employee in the same classification is to remain in the same work station, except in cases where an unusual skill is required or to avoid an extreme hardship.

ARTICLE 33 - PARKING ACCOMMODATIONS

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

The employer will give priority consideration to the availability of adequate employee parking before entering new facilities or expanding existing facilities.

Notwithstanding the provisions of the above, the employer and the Union agree that where the absence of adequate parking accommodations occurs, this subject may be deemed an appropriate topic for joint labor-management discussions. Such discussions would normally be initiated at the agency level along individual unit or multi-unit lines. The stated purpose of these discussions will be to review, analyze and evaluate identified parking problems and to develop recommended courses of action designed to alleviate such difficulties.

ARTICLE 34 - HAZARDOUS DUTY AND/OR PHYSICAL HARDSHIP DUTY

(a) Hazardous duty is work performed which has a clear and present risk of serious illness or injury or death which risk is over and above that normally inherent in the duties of the classification of the employee(s) or the principal facility or job site where his/her duties are performed. If an employee is assigned to work at a job site or facility other than his or her principal job site or facility said employee will be paid hazardous duty pay if the risk of his or her work there is over and above that normally inherent in his duties and would normally warrant hazardous duty pay.

(b) Physical hardship duty is work which may not be hazardous but which causes extreme physical discomfort or distress not normally inherent in the duties of the classification or the principal facility or job site where his or her duties are performed, such as cramped quarters, exposure to fumes, dust or noise. If an employee is assigned to work at a job site or facility, said employee will be paid physical hardship pay if the physical discomfort or distress of his/her work there is over and above that normally inherent in his or her duties and would normally warrant physical hardship duty pay.

(c) In order for an activity to be considered hazardous or physical hardship duty, the activity must not have been performed or the condition must not have existed prior to July 1, 2001 except that authorization for hazardous or physical hardship duty pay approved in effect on that date or for claims currently pending for which prior approval has been established or for new claims currently pending will remain in effect unless superseded or properly canceled.

Recognition may also be provided for new developments and discoveries concerning materials heretofore not classified as hazardous but subsequently so classified. Hazardous duty payment may be appropriate on a prospective basis provided required protective devices or measures cannot be implemented to eliminate or sufficiently reduced exposures to acceptable levels. The committee shall take into account governmental standards.

(d) Agency heads will establish a committee and disseminate procedures for review and action on requests for hazardous or physical hardship duty pay as provided herein. Committees will be set up to include one person familiar with safety policy, one State employee selected by the Union, and on an ad hoc basis one person familiar with the job requirements under consideration. The procedure will

provide that any such request must be submitted to the committee within ten (10) working days of the date of the initial performance of the duty alleging to be covered hereunder. The procedure will further provide that the committee and agency head must, within thirty (30) days of receipt act on and submit their recommendation to the Commissioner of Administrative Services for a final and binding determination within thirty (30) days of receipt. These time frames may be extended for a reasonable time when in the judgment of the committee or the Commissioner of Administrative Services, the nature of the claim requires additional research, documentation and/or evaluation. In no case will retroactive payment accrue for any period of time prior to the date of initial performance as indicated above.

(e) The denial of a request for hazardous duty or physical hardship duty pay is subject to grievance and arbitration; grievances over said denials shall be filed at Step III.

(f) The pay differential for hazardous duty and physical hardship duty shall be twenty-five percent (25%) of the employee's normal duty rate. Employees so engaged shall receive two (2) hours minimum payment. For work in excess of two hours payment shall be for actual time worked.

ARTICLE 35 - EQUIPMENT AND CLOTHING

A Seventy Dollar (\$70) annual allowance will be paid to employees required by the appointing authority to wear safety shoes during the course of their employment. Such payment will be made on or about October 1 of each contract year. An otherwise eligible employee hired on or after October 1, but before April 1 of any contract year shall also receive this allowance. Such payment will be made on or about April 1. Employees hired on or after April 1 shall not be eligible for such payment for that contract year.

The State will continue to furnish the employee with other equipment or clothing now being supplied as long as the need for such equipment and clothing exists.

ARTICLE 36 - SUPERVISION

The employer will advise all employees as to supervisory reporting channels and procedures for resolution of conflicting guidance.

ARTICLE 37 - CAREER COUNSELING

Section One. The employer shall be responsible for advising or counseling unit members at periodic intervals concerning organization goals and strategies, including staffing requirements, career advancement opportunities, and technological changes which impact on career advancement potential. As a minimum, such counseling shall be afforded in conjunction with preparation of annual service ratings.

ARTICLE 38 - EDUCATIONAL LEAVE

The employer recognizes the importance of professional career educational development and encourages the attainment of job-related degrees by qualified employees. Consistent with fiscal conditions and operational requirements, the appointing authority will grant an educational leave of absence without pay or with full or part pay in order to enable an employee to pursue studies in pursuit of a degree. The following guidelines will apply:

- (1) Studies must be part of a bona fide degree program.
- (2) The degree program pursued must be job-related and be of expected value to the employer.
- (3) An employee will be supported in only one degree program at the same level of study.
- (4) Educational leave with pay will not exceed one school year per degree program per employee.
- (5) An employee must have completed at least two years of State service before educational leave with pay will be granted.
- (6) Employees granted an educational leave with pay will be required to agree to remain in State service following completion of such leave for a period of time equal to two years for each school year of paid educational leave, pro-rated for less than full-time leave.

ARTICLE 39 - CONFLICT OF INTEREST

Section 1-66 through Section 1-78 of the General Statutes of the State of Connecticut, in the event of alleged conflict, the employee may request an advisory opinion concerning the conflict from the joint legislative ethics committee.

ARTICLE 40 - CERTIFICATION AND LICENSING

An employee whose job specification requires a professional licenses or certificate as a condition of employment shall be reimbursed for the cost of same.

ARTICLE 41 - LEAVE FOR VOLUNTEER FIRE OR AMBULANCE DUTY

Section One. Section 5-249 of the General Statutes and Regulation 5-249-1 shall apply to bargaining unit employees.

Section Two. On or about December 1 of each contract year, the State shall pay a Four Hundred Dollar (\$400) annual skill premium to each employee who is certified as an Emergency Medical Technician. Employees receiving this stipend are expected to respond to emergency calls and provide EMT services on or about State facilities in accordance with applicable laws and regulations.

ARTICLE 42 - VACATIONS

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) vacation days for each completed calendar month of service. For employees hired on or after July 1, 1977, the following vacation leave shall apply:

zero (0) to five (5) years - five-sixths (5/6) day per month;
over five (5) and under ten (10) years - one (1) day per month;
over ten (10) and under twenty (20) years - one and one-quarter (1-1/4) days per month;
over twenty (20) years - 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.

Effective July 1, 1980, 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.

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.

ARTICLE 43 - SICK LEAVE

Section One. During the life of this Agreement, the State will continue in force its written rules and regulations with reference to sick leave except that 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 (5) working days.

Section Two. Upon death 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. The provisions of this Section shall take effect July 1, 1980.

Section Three. Sick Leave Bank:

1. There shall be an Emergency Sick Leave Bank to be used by full-time permanent employees and by part time employees who are scheduled for thirty-four (34) hours per week.
2. To be eligible to use sick leave bank benefits the employee must have:
 - a. been employed by the State for two (2) or more years
 - b. have exhausted all sick leave and personal leave
 - c. have exhausted vacation leave in excess of sixty (60) days
 - d. have exhausted any other compensatory time
 - e. an injury or illness which is not covered by Worker's Compensation
 - f. an acceptable medical certificate supporting continued absence on file
 - g. not been disciplined for sick leave abuse during the two (2) year period preceding application; provided, however, the committee may waive this requirement.
3. The benefit amount shall be paid at a rate of one-half (1/2) day for each day of illness or injury. Payments shall begin on the sixteenth (16th) day after exhaustion of leave and/or Worker's Compensation as referenced in item 2 above. However, during this sixteen day period the employee may, if so requested by the employee, receive vacation leave payment from his/her sixty (60) day or less balance. An employee may draw from the bank only once per contract year and a maximum of 200 one-half (1/2) days. No accruals for vacation or sick leave will be provided to employees receiving this benefit. No eligibility will occur for holidays or other paid leave benefits while receiving this benefit.
4. The employing Agency will hold the employee's position for a period of not less than forty (40) calendar days when the employee is placed on sick leave bank. If the employee remains on sick leave bank following the fortieth (40th) day he/she will be entitled to an equivalent position pursuant to the provisions of CGS 5-248a provided he/she return to work within twenty-four (24) weeks of initial placement on the sick leave bank. Benefits under the sick leave bank shall be considered to run concurrently with both or either State or Federal Family Leave Acts.

5. The fund shall be established by donations from each P-4 member employee, who is eligible to utilize the bank, of one day of sick leave from the employee's individual sick leave balance. The fund shall be maintained by a contribution from each employee (P-4 member) following his/her having obtained two (2) years of State Service. If the bank should fall below 10,000 hours the committee will recommend whether additional contributions should be made.

6. The fund shall be administered by a two-person committee. The two persons shall be appointed for the term of the contract; one appointed by the Union and one appointed by the State. If there comes a time when there is a vacancy on the committee the respective unit (Union or State) shall make a replacement appointment. The committee will be authorized to develop guidelines for use in sick leave bank administration. Proposed guidelines shall be subject to the approval of the Union and of the State. The actions or non-action of the committee shall in no way be subject to collateral attack or subject to the grievance/arbitration process.

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

Section Four. In the event of critical illness or severe injury to a member of the immediate family creating an emergency, an eligible employee shall be granted sick leave, provided that not more than five (5) days of sick leave per calendar year shall be granted therefore.

Section Five. In the event of death in the immediate family, an eligible employee shall be granted up to three working days, chargeable to sick leave. Immediate family means spouse, father, mother, sister, brother, or child and also an relative who is domiciled in the employee's household.

ARTICLE 44 - TEMPERATURE VARIATION

Section One. The employer will make every attempt to maintain facility temperatures as mandated by statute.

Section Two. In the event that temperatures within a building are outside the prescribed guidelines, notification will be made to an agency designee.

Section Three. Contingent upon the employer's ability to restore the temperature to the prescribed guidelines, the agency may dismiss or transfer affected employees. If dismissed, it shall be without loss of pay or benefits. This Article is not subject to the arbitration or grievance procedure.

ARTICLE 45 - MISCELLANEOUS LEAVES AND BENEFITS

Section One. Except where varied in this Agreement, the State will continue in force its written rules and regulations with reference to the following:

- (a) eligibility for meals and/or reimbursement therefor;
- (b) personal leave;
- (c) other paid or unpaid leave of absence;
- (d) insurance coverage;
- (e) jury duty;
- (f) workers' compensation;
- (g) death benefits;
- (h) retirement, including disability retirement.

Section Two. Civil Leave (court time). Civil leave (not jury duty) within the normal work day shall be treated as time worked. The intent of this Section is to grant such leave consistent with past practice under the previous contract.

Section Three. Military Leave. A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for active duty for required field training, provided such leave does not exceed three (3) calendar weeks in a Military Training Year (October 1 to September 30). Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. During such leave, the employee's position shall be held, and the employee shall be credited with such time for seniority purposes.

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

The provisions of this Section shall supersede Sections 5-248(c) and 27-33 of the General Statutes and the appurtenant regulations thereof.

Section Four. When the term spouse as utilized in this Agreement, it shall also mean domestic partner. A domestic partner is a person who has qualified for domestic partnership benefits under the parties' pension and health care agreement.

Section Five. The provisions of CGS Sec. 5-248a (and amendments thereto) and the regulations appurtenant thereto shall apply. 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.

ARTICLE 46 - LEAVE TIME ACCRUAL

All leave accrual will continue at the same rate, in days per month, as provided elsewhere in this Agreement.

In the event that the State should change the unit of leave posting, the true value of accrued leave shall not be diminished in any way.

In cases of dispute, the principle that there is to be no loss to the employee will govern the decision.

ARTICLE 47 - PRINTING AND DISTRIBUTION OF AGREEMENT

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

Section Two. The Union will distribute the booklet to all present and new employees.

ARTICLE 48 - 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. Such references include also all applicable General Letters and Q-Items. The State shall furnish to the Union two (2) complete sets of all the applicable General Letters and Q-Items within thirty (30) days of ratification of this Agreement by the General Assembly.

ARTICLE 49 - LEGISLATIVE ACTION

The cost of 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(b) of the Connecticut General Statutes or as otherwise provided by said section. The State employer shall request such approval as provided in said Section. If the legislature rejects such request as a whole, the parties shall return to the bargaining table.

ARTICLE 50 - SAVINGS CLAUSE

Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force. The State and the Union will commence renegotiations within fifteen (15) days to address the provision found to be unlawful.

ARTICLE 51 - INDEMNIFICATION

During the term of this Agreement, the State employer will continue to indemnify persons covered by this Agreement to the extent provided by Sections 4-165, 10-235, and 19-5a of the Connecticut General Statutes. In deciding whether to provide counsel to an employee, the question of whether such employee was acting within the scope of his/her employment shall be broadly interpreted and sympathetically considered consistent with the purpose of the indemnification statutes.

ARTICLE 52 - SUPERSEDEENCE

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

ARTICLE 53 - OVERPAYMENTS

Section One. When the Employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons therefor. The Employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid unless the Employer and employee agree to some other arrangement. (For example, an employee who has been overpaid by \$5.00 per pay period for six months shall refund the Employer at the rate of \$5.00 per pay period over six months.) The employer will give due consideration to claims of hardship.

Section Two. In the event the employee contests whether he/she was actually overpaid, the Employer shall not institute the above refund procedures until the appeal is finally resolved through the grievance procedure. This section shall not apply in instances where the appeal process cannot be completed prior to the employee's termination from State service. In such event, the employer may withhold from any payment due sufficient funds to cover the alleged outstanding liability, pending final resolution of appeal.

ARTICLE 54 - CLASS REEVALUATIONS

Section One. The process set forth in this Article supersedes the provisions of 5-200(p) relative to the right of employees or their representatives to appeal 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 Plans. Within sixty (60) days after the receipt of such written data or holding the requested hearing, the Commissioner of Administrative Services or designee shall answer the appeal.

Section Three. The Commissioner shall answer the appeal only with respect to the following criteria:

- (a) Whether there was a change in job duties of the class appealed so substantial that it should have the effect changing its compensation grade. The Commissioner will not look to changes which occurred prior to the effective date of this Agreement.
- (b) Having found a substantial change in job duties, then internal consistency among classes covered by this agreement shall be considered based upon benchmark classes determined by the Commissioner.

Section Four. In any arbitration case arising for such appeal, the mutually agreed upon arbitrator or permanent umpire, who shall be experienced in public sector position classification and evaluation, shall base his/her decision on the criteria set forth in Section Three above. Pay comparability for equal work in other jurisdictions or outside the scope of this Agreement shall not be a basis for the arbitrator's or umpire's decision hereunder.

ARTICLE 55 - EMPLOYEE MEAL CHARGES

Rates charged to employees for meals at State Agencies with employee dining facilities shall be as follows:

Breakfast	\$3.00
Lunch	\$5.00
Dinner	\$5.00

ARTICLE 56 - JOB SPECIFICATIONS

Section One. Each employee shall be provided with a copy of his/her current job specification upon reasonable request. Work assignments shall be made in accordance with that job specification.

Section Two. Whenever the phrase "...performs related duties as required" appears on job specifications for job classifications, within the bargaining unit, the term "related duties" shall be interpreted to mean duties and responsibilities which could normally or reasonably be expected to be required in accordance with the overall job specifications.

Section Three. Disputes over an employee's job classification shall be subject to the classification appeal procedure outlined in Appendix A.

ARTICLE 57 - DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2001 and shall expire on June 30, 2005. On or after January 1, 2005, either party may request the other to negotiate a successor agreement by mailing such request to the other party, whereupon negotiations shall commence as soon as practicable, with a view toward concluding negotiations on or before March 15, 2005.

**LONGEVITY SCHEDULE
SEMI-ANNUAL PAYMENT
(JULY 1, 1997 THROUGH JUNE 30,2001)**

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
36	227.00	454.00	681.00	908.00
37	233.00	466.00	699.00	932.00
38	238.50	477.00	715.00	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

APPENDIX A - CLASSIFICATION APPEAL PROCEDURE

Section One. Any individual permanent employee alleging the performance of the duties of a specific higher classification shall submit an appeal directly to the agency's appointing authority or his/her designee,

Such appeal shall be on the prescribed form and shall include:

1. The name of the employee.
2. Current official class title.
3. Current agency/division/section and/shift.
4. Date of alleged assignment of the higher level duties.
5. Specific classification remedy requested.
 - a. If reclassification or temporary service remedy is sought, specific class title alleged appropriate.
6. Employee signature and date.
7. Completed duties questionnaire Form A or B, as applicable,

Section Two.

(a) Within ten (10) days of receipt of such appeal, the agency's appointing authority or designee shall respond to the employee and/or union on the appropriate place on the form to either:

1. Continue the performance of the alleged higher level duties; or
2. deny that the duties include higher level duties, and/or constitute a basis for reclassification or temporary service; or
3. remove the alleged specified higher level duties forthwith.

(b) Responses as above shall not automatically prejudice either party's position on the proper classification as determined by the Commissioner of Administrative Service.

Section Three.

(a) Concurrent with the response to continue the assignment (#1 above), the appointing authority shall submit, on the appropriate form, a request for approval of such assignment with copies of the appeal procedure form and any other appropriate justification to the Commissioner of Administrative Services. Such request may be in the form of either a request for reclassification or temporary service in higher class. The Commissioner of Administrative Services shall review and answer such request within fifteen (15) days of receipt.

(b) The Commissioner of Administrative Services, with the concurrence of the Secretary of OPM, has sole discretion for determining whether approval will be for reclassification or temporary service, and/or whether higher level duties must be removed.

(c) Payment for performance of higher level duties determined to constitute a basis for reclassification or temporary service shall accrue not earlier than thirty (30) days from the date the appeal was submitted to the appointing authority only if merit system conditions permit. Payment for performance of higher level duties which should be removed will accrue in the same manner and consistent with merit system conditions only if such duties constitute a significant position of the overall job. Approval action under this section shall constitute a final and binding resolution of the appeal.

Section Four.

(a) Appeal to a response from the appointing authority denying the request (#2 above) or removing the duties (#3 above), or failure to respond within the time frames provided may be submitted to the Commissioner of Administrative Services within seven (7) days of the date of such response or due date. A meeting shall be held and an answer to such appeal will be issued within thirty (30) days of the date the appeal was filed with the Commissioner of Administrative Services.

(b) Appeals to the decision of the Commissioner of Administrative Services under this section may be submitted to the Classification Panel within ten (10) working days of the date of the response from the Commissioner of Administrative Services or due date.

(c) The appeal shall not be modified or expanded except by specific agreement of the Personnel Division and the Union.

Section Five.

(a) The Classification Panel shall be comprised of two designees of the State, one of whom shall serve as Chairperson, and two designees from the Union, all of whom shall be experienced in job classification. The panel shall schedule and conduct a hearing within thirty (30) days of receipt of the appeal package and shall render a decision within ten (10) days of the close of the hearing. Time limits for scheduling and response may be extended by agreement of the panel only for good cause. The Panel Chairperson shall authorize paid leave for a reasonable number of witnesses to attend and present testimony, including the grievant and steward.

(b) The panel shall base its decision only on whether the factual material presented at earlier stages of the appeal process indicates there was substantial addition of duties of the specific higher job classification. The burden shall be on the grievant to establish such proof and that the decision of the Commissioner of Administrative Services was arbitrary and capricious.

(c) The panel's decision shall be by majority vote. The panel's decision shall be in writing, signed by the Chairperson, shall include brief findings of fact and shall be binding on the parties provided the decision is consistent with the conditions set forth herein and otherwise not inconsistent with merit system conditions. Such decision shall be forwarded to the Commissioner of Administrative Services with copies to the grievant or his representative, the appointing authority, and the personnel services analyst.

(d) Pay retroactivity, if warranted, may not apply earlier than thirty (30) days prior to the date of the filing of the appeal at the earliest step.

(e) The panel may not add to, subtract from, alter or modify the appeal or grant either party a remedy inconsistent with the terms and conditions outlined herein.

Section Six. The appeal process outlined herein shall be the exclusive forum for appealing classification issues.

Section Seven. Decisions of the Commissioner of Administrative Services or the Classification Panel shall not automatically constitute a precedent regarding the internal comparability of the appealed position to positions not subject to the original classification appeal.

Section Eight. In order to implement the classification appeal process in an orderly manner, a classification appeal as defined in this Article, must be based on duties performed since July 1, 1994.

Section Nine. Nothing herein shall prevent the settlement of an appeal at any point in the process, or without resorting to formal channel provided such settlement has the concurrence of a designee of the Commissioner of Administrative Services.

Section Ten. Failure to appeal to a higher level consistent with the time elements outlined above will constitute a waiver of the appeal.

APPENDIX B - OBJECTIVE JOB EVALUATION ARTICLE 19, SECTION FOUR

Section One. References a listing of classifications two or more salary groups above the pay line. That listing is herein provided.

Appraiser
Public Works Lead Construction Estimator
Public Works Cost Review Unit Supervisor
Housing Lead Building Construction Specialist
Housing Building Construction Supervisor
Building Construction Specialist
Health Services Senior Building and Fire Safety Inspector
Health Services Building Fire and Safety Inspector
Building Plan Reviewer (Code Compliance)
Construction Estimator (Electrical) (Mechanical) (General) (RC)
Senior Drafter (Architect)(Bridge)(Highway)
Environ. Prot. Emergency Response Coordinator I
Environ. Prot. Emergency Response Coordinator 2
Transportation Landscape Designer 1
Public Works Construction Specialist (Electric) (General)
(HVAC)(Plumbing) (Structural Steel)
Video Engineering Technician
Equipment Planner
State Police Lead ID Technician
State Police Supervising ID Technician
Transportation Engineer of Agreements
Transportation Engineer of Contracts (Design)
Transportation Engineer of Contracts (Doc.Proc.)
Transportation Maintenance Planner
Transportation Materials Technician I
Senior Visual Media Designer
Design and Review Officer Supervisor (RC)
Senior Equipment Planner
Senior Visual Media Designer (RC)
Public Works Senior Equipment Planner(RC)
Public Works Design & Review Office Coordinator
Public Works Lead Construction Estimator (RC)

Section Two. Salary Groups for Some Consolidated Classes. (a) The following classes represent consolidations where the level and experience and training requirements of this class are identical to those of the higher class being consolidated.

Transportation Airport Engineer	S.G. 24
Property Agent	S.G. 21

Transportation Planner	S.G. 22
E.P. Air Poll. Control Technical Assist.	S.G. 16
Trans. Highway Safety Mgmt. Spec.	S.G. 22
Hatchery Supervisor I	S.G. 20
Cartographer	S.G. 19

(b) Incumbents in the following classifications will remain at their present pay grade and the classification will be red-circled for use by future employees:

Graphic Artist 2	S.G. 18
Construction Inspector 2	S.G. 18
Transportation Lab Aide 2	S.G. 12

Section Three. Reclassification Panel: Slotting

The parties agree that the reclassification grievance procedure will apply to OJE slotting appeal disputes, if they arise, which meet all of the following criteria:

- 1) The incumbent's job classification prior to OJE no longer exists; AND
- 2) Incumbents in the old classification have been slotted into two or more different, specified classifications; AND
- 3) The incumbent is requesting assignment to one of the other specified classifications.

In these situations only, one of the designees of the State on the Classification Panel, as referenced in Appendix A, Section Five(a) of the existing collective bargaining agreement, shall be one of five designated personnel managers, mutually acceptable to both parties. This provision is without precedent for other existing or future classification panels.

Section Four. Salary levels to be paid upon promotion to employees hired as Connecticut careers trainees prior to the date of legislative approval of this Agreement.

The parties recognize that situations will arise due to the implementation of OJE which affect individuals who were hired into this bargaining unit as Connecticut Careers Trainees with a target class and salary level that has been changed by OJE. In these situations, the parties do not intend that individuals will have their - salary progression lowered. The following are samples of situations and the appropriate action for each.

- (1) CCT-Environmental Analyst series: Prior to OJE individuals hired as CCTs may advance to Environmental Analyst in ES 20 after a minimum of one year. The new target class after OJE is Junior Environmental Analyst in ES 19. The parties agree that, upon promotion, individuals shall be placed in the new OJE class of Junior Environmental Analyst in ES 19, but at the step which gives them a salary not less than they would have received had the promotion been to ES 20.
- (2) CCT-Transportation Planner series: Prior to OJE individuals hired as CCTs may advance to Transportation Planner I in ES 19 after a minimum of one year. The new target class after OJE is Transportation Planner after a minimum of two years. The parties agree that, after one year as a CCT, individuals should advance to that step which gives them a salary which is not less than they would have received had they been reclassified to ES 19. However, their job classification would remain CCT.

This provision only applies to individuals hired prior to the date of legislative approval of this Agreement.

Section Five. Non-evaluation of P-4 Classifications. Any bargaining unit job classification not yet evaluated for any reason (except those which the Objective Job Evaluation Unit slated for cancellation when no filled positions exist) shall be evaluated by the Objective Job Evaluation Unit. Such job classification and any reevaluated (appealed) job classification shall be adjusted in accordance with this Agreement, if necessary, retroactively to January 15, 1988.

Notwithstanding the above, the classification of Engineer Intern will not be evaluated by the Objective Job Evaluation process. Effective beginning June 30, 1989, an employee in the classification of Engineer Intern shall be advanced to salary grade 18, step 7 upon completion of one(l) year of service. The advancement shall be effective at the beginning of the pay period following one year of service as Engineer Intern and prior to any promotion from the class.

Notwithstanding the above, the former incumbent in the position of Transportation Engineer of Town Aid will be upgraded to the same salary group as the Transportation Engineer of Construction classification on January 15, 1988 by the round-up method and will receive a one step increase on his subsequent date of promotion.

Section Six. Overpayments Due to Retroactive OJE Implementation.

The parties recognize that net overpayments to individuals may result from the retroactive implementation of OJE and intervening personnel actions. Said overpayments shall be dealt with in accordance with the following:

- (1) If the overpayment is the result of the payment of a lump sum to an employee who, after retroactive OJE implementation is no longer eligible for said lump sum, any monies owed to the State as of the completion of the pay period of June 2-June 15, 1989 shall be waived.

(2) The State shall make no retroactive adjustments to any overtime payments made from January 15, 1988 through June 15, 1989 for any employee.

(3) If the overpayment is the result of the employee's advancement to higher salary amount than would be justified after the retroactive OJE implementation and subsequent recalculation of his/her salary, the employee's rate of pay shall not change until individual salary adjustments generate a rate equal to or higher than that received prior to recalculation.

Section Seven. Connecticut Agricultural Experiment Station classifications effective January 15, 1988 classes at the Connecticut Agricultural Experiment Station will be assigned to salary groups as follows:

CLASS	SALARY GROUP(S)
Technician 1	17-18
Technician 2	21-23
Assistant Agricultural Scientist	24-26
Assistant Agricultural Scientist 2	27-28
Analytical Scientist	28
Associate Agricultural Scientist	29-32
Agricultural Scientist	33-36
Senior Agricultural Scientist	35-40
Station Editor	23-27

The Station pay plan shall appear in the P-4 contract addendum.

Effective June 29, 1989, an eighth step, ninth step and tenth step as specified in Section 1 will be added to the pay plan for use by all Station classes except the classification of Senior Agricultural Scientist.

There shall be no downgrading of Station classifications or salaries.

There shall be no OJE appeals of Station classifications.

MEMORANDUM OF UNDERSTANDING - GROUP LIFE INSURANCE

In addition to any life insurance coverage available pursuant to Section 5-257(b) of the Connecticut General Statutes, optional group life insurance coverage up to a maximum of fifty thousand dollars (\$50,000) may be purchased by any employee in the bargaining unit whose yearly gross compensation is a least forty-five thousand five hundred dollars (\$45,500). The actual cost of such optional coverage shall be fully borne by the employee. The State Comptroller shall deduct the necessary amount from the employee's pay and shall pay the premiums on such policy or policies. Any dividends or other refunds or rate credits shall inure to the benefit of the State and shall be applied to the cost of such insurance. Such optional coverage shall not be included when calculating the amount of reduced life insurance coverage due retired employees pursuant to Section 5-257(d) of the Connecticut General Statutes.

MEMORANDUM OF UNDERSTANDING - SUMMER PICNIC/CHRISTMAS PARTY

The parties agree that each member of the P-4 Bargaining Unit will be granted one-half day for a summer picnic and one-half day for a Christmas Party.

Only those Christmas parties or summer picnics which have been approved by the Union or by the State will be recognized for the purposes of the half day off, and any employee not attending such event will forfeit the benefit of said half day.

MEMORANDUM OF UNDERSTANDING - TUITION

The Station agrees to make reasonable and timely efforts to keep an individual informed as to the status of his/her request for tuition aid, any leave of absence with or without pay, or an adjusted work schedule to attend college level courses.

MEMORANDUM OF UNDERSTANDING - HAZARDOUS DUTY OR PHYSICAL HARDSHIP PREMIUMS

Notwithstanding anything to the contrary in Article 34, paragraph 1, any employee who has performed a duty for which hazardous duty or physical hardship premiums have been paid or his/her successor will be eligible to receive hazardous duty/physical hardship pay at anytime when said employee or successor employee performs that hazardous duty or physical hardship duty in the future.

MEMORANDUM OF UNDERSTANDING - STEWARD ACTIVITIES

When stewards are on the clock and are regularly assigned to a state vehicle which is used for assigned work and authorized steward activities in respect to grievance handling, the Association shall reimburse the State for mileage involved in steward activities. The rate of reimbursement for mileage shall be in accordance with the Standard State Travel Regulations.

MEMORANDUM OF UNDERSTANDING - UNION BUSINESS LEAVE

The parties recognize that two (2) weeks' advance notice for union business leave may not always be possible or practical. Accordingly, the State Office of Labor Relations will grant leave with less than two (2) weeks' notice as long as such leave does not adversely effect agency operational needs. The Union will strive to provide as much advance notice as possible under these circumstances.

SIDE LETTER - RE; ARTICLE 47

For the printing of the contract booklet, the parties agree to the following:

The Union will be responsible for printing a mutually agreed number of contract booklets and the State will reimburse the Union at the rate of forty-seven cents (\$.47) for each booklet.

MEMORANDUM OF UNDERSTANDING - PAYROLL(MSA)

The parties agree that the language of Article 24, Section Three is not intended to prevent the State from implementing its computerized payroll (MSA) system; and such Section shall not apply to said system.

MEMORANDUM OF UNDERSTANDING - AGENCIES "FOR ADMINISTRATIVE PURPOSES ONLY"

The parties agree that those agencies which have been designated a being attached to other agencies "For Administrative Purposes Only" shall be considered as separate agencies in application of the collective bargaining Agreement. For example, the Connecticut State Library which is attached to the Department of Education "for administrative purposes only" shall be considered as a separate agency. Similarly, the Commission on Human Rights and Opportunities and the Department of Administrative Services shall be considered as separate agencies.

MEMORANDUM OF UNDERSTANDING - UPGRADE CLASSES

If during the term of this Agreement the State wishes to upgrade classes of employees in the bargaining unit, the State and the Association will meet and discuss the proposed upgrading.

If after thirty (30) days of negotiations no agreement has been reached, the State may unilaterally implement said upgrading.

MEMORANDUM OF UNDERSTANDING - LUNCH PERIOD

The State and the Union agree that the below listed job classifications within the Central office of the Department of Public Works may be assigned by the employer to a one hour lunch period:

- Assistant Chief of Design & Review (Real assets)
- Public Works Chief of Special Projects
- Public Works Chief Building Plans Reviewer
- Public Works Chief Engineer
- Public Works Assistant Chief Engineer
- Chief Building Project Estimator
- Public Works Chief Equipment Engineer (Real Assets)

MEMORANDUM OF AGREEMENT - PANEL OF ARBITRATORS

Effective with the Legislative approval of this Collective Bargaining Agreement the parties shall agree as to whom the arbitrators will be to serve on the P-4 panel. An Arbitrator who is new to the P-4 panel may be removed from the panel by either party anytime after he/she issues his/her first, second or third award, and be replaced with another jointly agreed upon arbitrator with the same conditions. If the arbitrator is not dropped after his/her third award, he/she will serve for the term of the Agreement. Notwithstanding the above the parties may by mutual agreement remove any arbitrator from the panel during the term of this Agreement.

MEMORANDUM OF UNDERSTANDING

This memorandum is provided to affirm the understanding that job vacancies shall be posted by the agencies. The method of posting may be electronic or on a bulletin board. It is intended that the posting of vacancies will be provided to ensure employee's opportunity to know of said vacancies.

MEMORANDUM OF UNDERSTANDING

Due to the unique circumstance at the Department of Environmental Protection (Radiation Control), the parties shall meet, discuss and agree to a readiness program. Said discussions are to be concluded by August 30, 2001.

When the provisions for on-call in Article 16, Section Five were negotiated, the parties did not contemplate that an individual would receive an on-call assignment status for nearly all of his or her non-working time. Consequently, when such assignment has been

made or is planning to be made, the parties will meet and discuss the provisions for such assignments with the goal of reaching a mutual understanding.

MEMORANDUM OF UNDERSTANDING - SICK LEAVE

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

- (1) the employee provides a statement from the physician what the treatment program is required and indicating the expected number of visits,
- (2) advance notice of the appointments is given to the employee's supervisor.

An absence which is required to receive a second surgical opinion or any other pre-screening program which is a part of the parties' agreement for purposes of containing health care costs shall not be considered with reference to the sick leave utilization chart.

Sick leave taken in the event of death in the immediate family shall not be considered an occasion of sick leave. For the purpose of preparing service ratings, the number of sick leave occasions and days shall not be considered in isolation; rather the entire attendance record shall be considered, including the following factors:

- (1) number of days taken and occasions
- (2) pattern of usage
- (3) the employee's past record
- (4) the reasons for sick leave use
- (5) extenuating circumstances

MEMORANDUM OF AGREEMENT - INDIVIDUAL RATES OF HIRE

If the State wishes to hire a new employee above Step 1, the State and the Union will meet and discuss the proposed hiring. If after five (5) days no agreement has been reached, the State may submit the issue of whether the selected employee should receive the hiring rate to arbitration. Arbitration hearings will be expedited to a mutually agreed upon arbitrator who can hear and decide the case within seven (7) days. Hearings may be consolidated if practicable, and no delays result. The arbitrator will issue a bench decision. The arbitrator's authority will be limited to:

- (1) Authorizing the hiring rate; OR
- (2) Denying the hiring rate.

If granted, the rate of hire will be effective the date of hire. The arbitrator will have the authority to mediate the dispute, if agreed upon by the parties or requested by the arbitrator.

The factors to be considered by the arbitrator in arriving at his/her decision may include, but not be limited to:

- (1) The unique qualifications of the new employee;
- (2) The new employee's rate of pay prior to State service;
- (3) The unique skills the new employee brings to the job;
- (4) The special requirements of the State in filling the position;
- (5) The minimum experience and training requirements for the job; and
- (6) Prevailing rates of pay in the labor market.

The parties recognize the need to keep confidential the fact that an individual may be leaving a former employer throughout this process.

MEMORANDUM OF AGREEMENT - STIPENDS

All stipends currently being paid to P-4 bargaining unit members will continue under existing conditions of agreement for the duration of the contract or until the cessation of need as determined by the State, whichever is earlier. Classifications with stipends are as follows:

Transportation Safety Bridge Inspector 1
Transportation Safety Bridge Inspector 2
Senior Environmental Protection Radiation Control Physicist
Environmental Protection Radiation Control Physicist

MEMORANDUM OF UNDERSTANDING - PROVISIONS FOR PART-TIME EMPLOYEES

Effective July 1, 1991 newly negotiated provisions for part-time employees were finalized. These negotiations provided for inclusion within the contract coverage those permanent part-time employees who work less than twenty hours per week. The provisions incorporated into Article 23 of this agreement neither enlarge nor diminish wages or fringe benefits as previously provided to permanent part-time employees working twenty hours and over per week.

**MEMORANDUM OF AGREEMENT - RATE OF HIRE AND RETENTION STIPEND
RE: CLASSIFICATION RATE OF HIRE RECRUITMENT AND RETENTION STIPEND**

If, during the term of this Agreement, the State wishes to establish a classification rate of hire or recruitment and retention stipend, the State and the Association will meet and discuss the rate or stipend.

If, after thirty (30) days of negotiations, no agreement has been reached, the State may unilaterally implement said rate of hire or stipend.

All current employees below the rate of hire will have their salaries adjusted to the rate of hire, or shall be eligible for the stipend.

**SIDE LETTER - RE: ARTICLE 47
MEMORANDUM OF UNDERSTANDING - UPWARD MOBILITY**

Consistent with the parties commitment to upward mobility and career growth and development it is agreed that the salary for individual employees accepting a voluntary demotion to affect a career path change in anticipation of future upward mobility shall be at a step in the salary plan closest to but not greater than their rate of pay at time of demotion. Application of the provisions of this Memorandum shall be subject to a bona fide upward mobility assignment as determined and approved by the Commissioner of Administrative Services.

MEMORANDUM OF UNDERSTANDING - ARTICLE 11, SECTION SIX A

The provisions of Article 11, Section 6 (a) will be extended to an employee serving in a temporary service in a higher class status who is appointed to a position in that classification from a certified list.

**MEMORANDUM OF UNDERSTANDING - ARTICLE 13 ORDER OF LAYOFF
SECTION SIX IMPACT ON CONTRACTING OUT**

The parties have resolved the contracting out language by agreeing to continue in the 1997-2001 contract the present language in the 1994-1997 contract.

The Union and The State agree that neither party will use the fact that the Union and the State proposed a change in the current language during the negotiations leading up to the 1997-2001 contract as evidence in any proceeding.

Any determination of whether or not the contract has been violated in the event of the exercise by the State of its right to contract out shall be made solely on the basis of the contract language.

**MEMORANDUM OF UNDERSTANDING - RE: ARTICLE 16, SECTION FIVE
(ON-CALL AND STANDBY)**

The Union and the State recognize that employees who are placed on Standby or On-Call status are to be compensated for such status as provided for in Section Five of Article 16. It is also recognized that there are occasions when these employees are contacted and expected and directed to perform a service or function that is work related (e.g. phone calls, fax, e-mail, etc.). These circumstances do not require the employee be activated to a call back status as covered under Article 17, Section Two. Employees not activated to a call back status shall compensated as follows:

For non-exempt employees as defined under Article 17, Section Three -

1. Agency shall pay the individual employee a minimum of one hour pay at the individual's standard rate of pay,
2. In the event that the employee is called into service beyond the one hour minimum, he/she shall be compensated at fifteen (15) minute increments for such service.
3. In the event the employee is called into service for two (2) or more continuous hours, he/she shall be considered to be "Call Back" and shall be compensated under Article 17, Section Two.
4. In the event the employee is called into service and works one hour or less and is subsequently called into service for more than two (2) continuous hours, he/she shall be paid the one hour minimum and the Call Back Pay as provided for under Article 17, Section Two.

For exempt employees as defined under Article 17, Section Three -

1. The employee shall receive a minimum of one hour of compensatory time off.
2. In the event that the employee is called into service beyond the hour minimum, he/she shall receive compensatory time off in fifteen (15) minute increments for such service.
3. In the event the employee is called into service for two (2) or more continuous hours, he/she shall be considered to be "Call Back" and shall receive four (4) hours of compensatory time off under Article 17, Section Two.

4. In the event the employee is called into service and works one hour or less and is subsequently called into service for more than two (2) continuous hours, he/she shall receive the one hour minimum compensatory time off and four hours of compensatory time off as provided for under Article 17, Section Two.

Non-exempt employees who are impacted by this process shall be compensated at the appropriate overtime rate for both the minimum and subsequent incremental compensation. There shall be no pyramiding of hours or portions thereof allowed as a result of this process.

**MEMORANDUM OF UNDERSTANDING - ARTICLE 17 OVERTIME
SECTION TWO CALL BACK PAY**

It is herein recognized that the Department of Social Services (DSS) has obtained a waiver of the overtime cap for employees within data processing classification who have been designated as Standby (On-Call). This waiver has been granted by the Office of Policy and Management (OPM).

This lifting of the overtime cap allows that these employees when called back to work shall receive overtime pay versus any form of compensatory time. This practice shall be continued for the duration of the term of this collective bargaining agreement.

MEMORANDUM OF AGREEMENT - CRITERIA FOR PROMOTION TO WORKING LEVEL ENGINEER IN CONSTRUCTION

In the Department of Transportation's Office of Construction/Field Operations, the criteria for promotion to the working level classification in the Transportation Engineer series and in the Transportation Construction Inspector series shall be chief inspector duties. Any employee that independently perform chief inspector duties on a construction project in excess of One Million Dollars (\$1,000,000) shall be reclassified to the working level classification in his/her job series. The working level classification are the Transportation Engineer 2 and the Transportation Construction Inspector 3 job classifications.

MEMORANDUM OF UNDERSTANDING - ARTICLE 7 - UNION RIGHTS - SECTION EIGHT

It is anticipated that at the expiration date of the contract, June 30, 2001, the Union will have a small balance of unused union business leave hours. The State has agreed that this unused balance can be carried over to and added to the new 2500 hours provided for contract year July 1, 2001 through June 30, 2002.

MEMORANDUM OF UNDERSTANDING - IT NEGOTIATIONS

The parties agree to engage in negotiations pursuant to CGS Section 5-276a et seq with respect to the transformation of the State of Connecticut's information technology systems.

The negotiations shall commence on or about July 9, 2001.

The negotiations shall include all subjects either party can lawfully raise pursuant to the State Employees Relations Act.

MEMORANDUM OF UNDERSTANDING - ARTICLE 14. GRIEVANCE PROCEDURE

Section Nine of Article 14 addresses arbitration submission and scheduling. Therein is a requirement for the arbitrator to be available to schedule the case within 60 days of appointment. This procedural provision is frequently not followed. There are various reasons affecting the scheduling however, there is a mutual concern over delays in getting arbitrations scheduled and conducted within a reasonable timeframe.

Effective July 1, 2001, the above referenced 60 day period is removed from section nine. In agreeing to this deletion the parties have pledged a cooperative approach and effort to schedule arbitration hearings. To achieve the mutual goal of timely arbitration scheduling the parties through their respective designees shall meet monthly to schedule those grievances submitted for arbitration per section 9(a). This monthly scheduling meeting will involve assigning the designated grievance(s) to the identified arbitrator on a date provided by that arbitrator as being available.

MEMORANDUM OF AGREEMENT - 20% PREMIUM LANGUAGE

The parties have resolved the 20% premium language in Article 16, Section One by agreeing to continue in the 2001-2005 contract the present language in the 1997-2001 contract. The Union and the State agree neither will use the fact that the Union and the State proposed a change in the current language during the negotiations up to the 2001-2005 contract as evidence in any proceeding.

Mr. Kenneth Jacobs
CSEA
760 Capitol Ave.
Hartford, CT 06106

September 7, 1995

**Re: P-4 Engineering, Scientific and Technical Unit Contract
MEMORANDUM OF AGREEMENT- STIPENDS**

Dear Mr. Jacobs:

This will serve to confirm our agreement relative to the treatment of current employees covered by the above Memorandum of Agreement.

In accordance with the referenced agreement, stipends will be discontinued for the classes of Building Construction Specialist I and II; Housing Building Construction Section Supervisor; Public Safety Building Official; Public Works Construction Specialist (Parenthetical); Public Works Construction Coordinator; Public Works District Construction Supervisor; and Public Works Assistant Director of Construction, effective upon implementation of the contract.

Notwithstanding the above, current employees receiving stipend payments will have said payments reduced or "offset" by any negotiated general wage increases. Such "offsets" or reductions shall be rolled into the effected employees base wage. Once the stipend account has been debited to zero said employees will again be eligible for receipt of general wage increases in the manner applicable to the bargaining unit as a whole.

At the option of the employee he/she may elect to surrender receipt of the Stipend payment. If said option is elected the employee will be eligible for receipt of any wage adjustments negotiated in the traditional manner.

If this is your understanding of our discussions please sign below and return this letter to me for final processing.

Sincerely,
/s/ Frank R. Bochniewicz
Frank R. Bochniewicz
Labor Relations Specialist

I concur with the above.
/s/Ken E. Jacobs 9/14/95
Kenneth E. Jacobs Date

CONNECTICUT AGRICULTURAL EXPERIMENT STATION CONTRACT - [P-4 ADDENDUM]

PREAMBLE

The Station exists to provide trustworthy information and analyses freely and to make useful discoveries. All associated with the Station will always perform in a manner that increases the trust of the citizens in the information and analyses of the Station and in the originality, soundness and utility of its discoveries. They shall strive to maintain their intellectual capacity fully for these tasks and to commit themselves to the scholarly pursuit of knowledge.

ARTICLE 1 - ADOPTION OF OTHER CONTRACT PROVISIONS

Provided said provisions do not diminish the authority and power of the Board of Control of The Connecticut Agricultural Experiment Station (Statutory Authority Section 22-79 to 22-81 of the General Statutes), the employer agrees to adopt those provision agreed to in the Engineering, Scientific and Related Technical Unit (P-4) except those items pertaining to the following:

1. Grievance Procedure
2. Hours of Work
3. Overtime
4. Layoff

ARTICLE 2 - MANAGEMENT RIGHTS OF THE BOARD OF CONTROL

The authority and power of the Board of Control of The Connecticut Agricultural Experiment Station are described in Sections 22-79 to 22-81 and nothing in this Addendum shall diminish that authority and power except as restricted by this Addendum.

Within four business days of their approval by the Secretary, the Minutes of Board meeting will be posted at the Station and a free copy given to the Association.

ARTICLE 3 - JOB DESCRIPTIONS

Each employee shall receive a copy of the job description in which he or she serves, and any changes thereafter. When an employee changes to a different classification he or she shall receive the job description for the new classification. Each new employee shall receive at hiring the job description of the classification for which hired. A set of Station job descriptions will be available at both New Haven and Windsor laboratories.

ARTICLE 4 - JOB OPENINGS AND RIGHT OF TRANSFER

The employer shall cause to be posted, in a conspicuous location accessible to employees, all State open examination announcements and all statewide promotional examination announcements,

The employer will post, as indicated above, notices of vacancies for scientists and technicians at the Station, along with the necessary qualifications and instructions for applying for such positions. Such notices will be posted at the Station at least five working days prior to the dissemination of such notices to the public.

If an employee makes application for a vacant position within the Station, or another State agency, such action shall not be viewed with prejudice by the employer. The rate of pay on transfers will be in accordance with standard State personnel regulations.

ARTICLE 5 - EMPLOYEE HANDBOOK

Not later than thirty (30) days after receipt of same at the agency, each employee will be given (1) a copy of the prevailing contract, (2) a copy of the State travel regulations, and (3) copies of any general instructions issued by the employer to implement the provisions of the contract. Further necessary instructions on autos, purchasing, library, etc., will be available in suitable places. As long as the supply lasts, or if republished, whichever applies, a copy of the State Personnel Policy Board regulations will be provided to each new employee.

ARTICLE 6 - ASSOCIATION-COUNCIL COMMITTEE

An Association-Council Committee shall be established. Its purpose shall be to encourage the exchange of ideas between management and staff concerning the goals of the Experiment Station and the equitable and effective operation of the Station, to clarify the responsibilities of the staff towards these goals, to encourage professional development, and to provide for the functions of a Labor Management Committee. The Committee shall consist of up to four members of the Station Council and four members of the Staff Association. The Committee shall be formed and able to transact business within 30 days after the effective date of this Addendum. A chairperson of the Committee shall be elected at the first meeting by a majority vote. The appointment shall rotate equally between management and staff. The Committee shall meet at least quarterly but any two members of the Committee may request a meeting on a specific topic and this meeting shall be called by the chair within 15 days. The Committee may establish subcommittees comprised of Committee members to consider specific topics, such as health and safety, or to consider specifically Labor-Management issues. When deemed appropriate, the Committee may request information from the Director or the Board of Control through the Director or may convey information to the Director or the Board of Control in writing. A majority vote of the Committee shall suffice to carry out these actions.

The following subjects are considered appropriate for continuing review by the Association Council Committee all topics appropriate to Labor-Management Committees, as provided in the P-4 contract, and including problems of safety and safety awareness, professional status and career expectations of the staff, the desirability of research grants; the desirability of flexibility in work schedules and in use of sabbatical and related leaves, the polarities inherent in the Station's mission. The Committee shall not infringe on the rights and obligations of management to arrive at decisions affecting the Station.

Participating Station employees will attend meetings of said Committee without loss of pay or benefits.

Business relating to Labor-Management issues that cannot be resolved by this Committee may be referred to the P-4 Labor-Management Committee for resolution.

ARTICLE 7 - REPRESENTATION AT MEETINGS OF THE BOARD OF CONTROL

If the Board of Control invites one representative of the Association of Scientific and Technical staff to attend public meetings of the Board, such staff may attend without loss of pay or benefits. At the discretion of the Board, the staff representative may participate in discussion of issues of concern to the staff.

If the Staff Association wishes to bring an issue(s) to the attention of the Board, their representative will notify the Director in advance and discuss the issue(s) with him. Following such discussion, the Association may request that the Director arrange for their representative to present the issue(s) to the Board at the next public meeting. The Association agrees that any presentation will be brief and will be scheduled during the meeting at the convenience of the Board.

ARTICLE 8 - AUTHORSHIP - RIGHT TO PUBLISH

The Station encourages every staff member to contribute as fully as they can to the service and research provided for Connecticut. Authorship on a published scientific report is the recognition of a substantial and original intellectual contribution to discovery and should be awarded without consideration of rank when such a contribution has been made. Membership in a scientific society is not a prerequisite to authorship. The ability to present a lucid account of the research and discoveries should be considered a prerequisite to authorship.

The responsibility for determining the authorship of a paper rests with the scientist leading the investigation. However, before such determination is made, the matter will be discussed with the appropriate chief scientist.

ARTICLE 9 - CONTINUING EDUCATION

The employer encourages technicians and scientists of the Station to pursue college level courses when such study will improve or expand the technical-professional skills related to their job assignment or improve the employee's chances of upward mobility.

When the employee receives approval to attend such courses during work hours, time lost during such hours may be made up at a mutually agreeable time.

ARTICLE 10 - EMPLOYEE EXPENSES

Scientists may attend scientific and technical meetings within their specialty during normal working hours and for reasonable periods, if they and the appropriate chief scientists are convinced of the worth of the meeting to the work of the Station.

In addition, to aid in the reporting of work of the Station, and to keep the scientists abreast of progress elsewhere, the Station shall, insofar as funds and financial controls permit, assist Station scientists in attending on scientific meeting appropriate to their work each year. It is the Station's intention to contribute 80% of the necessary travel expenses incurred according to State regulations with the following limitations: Economy air fare up to \$700 during any contract year or \$1400 during any two contract years, living expenses at the per them rate given in current State Travel Regulations up to a maximum of five days and registration up to \$300. If research reports or "papers" or "posters" are presented at the meetings, the Station scientist shall present a well-prepared report of current research at the Station and at the meeting shall seek suggestions regarding the research from other scientists. On returning to the Station, scientists shall share with their colleagues the information gained at meetings.

All travel will be arranged so that the accomplishment and supervision of the work at the Station will not suffer but will be advanced by the inflow of ideas.

Staff traveling on Station business will receive repayment of expenses in accordance with State regulations.

ARTICLE 11 - GRANTS

When a strategic opportunity is found for the Station to pursue a problem of great practical or scientific significance or to solve a problem of importance to the people of Connecticut and money beyond the funds of the Station is clearly critical to speed the solution by purchasing supplies, equipment, temporary assistance, or necessary travel directly related to the research, a grant to the Board of Control may be sought.

A request may be initiated by the principal scientist(s) by discussing a proposal outline with the appropriate Chief Scientist(s). If the desirability of the grant is considered questionable, the matter will be discussed with qualified members of the Station Council and Staff designated by mutual agreement of the principal scientist(s) and appropriate Chief Scientist(s). The purpose of these discussions is to clarify the scientific aspects of the proposal, its significance, and the advantages and disadvantages consequent to its implementation and to promote understanding about decisions concerning grants. A written memorandum indicating the administrative decision and, in the case of rejection, the pertinent reasons for the decision and, in the case of rejection, the pertinent reasons for the decision will be sent to the scientist(s).

The proposal will be prepared by the principal scientist(s) in concert with or with the approval of the chief scientist(s), and will, where possible, be drawn to encourage team work among staff and among departments, and will request adequate overhead or indirect costs. If approved by the Board, the proposal will be submitted to a foundation or other grantor that will not have a specific commercial interest in the outcome of the investigation. If the money is granted, it will be expended in the same fashion as other money of the Station but upon the proposed research. People hired for and paid by the granted funds will be employed on contract and laid off when the money is exhausted.

The decision to determine the feasibility of the grant shall be neither grievable nor arbitrable.

ARTICLE 12 - GRIEVANCE PROCEDURE

The employer agrees to adopt those regulations agreed to in the P-4 contract pertaining to employee grievances with the following exception:

At Step I - the Department Head

Step IA - Vice Director

Step II - Director

Step III - Board of Control - A committee of the Board will hear Step III grievances; the Director will not serve on this committee if he heard the grievance at Step II.

Step IV - Arbitration

Either the Director or Union may request the Director of Office of Labor Relations or designee to hear the grievance at Step III.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

The Board of Control of The Connecticut Agricultural Experiment Station retains the right to establish, modify, and change work schedules to meet the needs of its operations. Such work schedules shall not be adjusted in an arbitrary or capricious manner. The normal work week is Monday through Friday for the hours of 8:30 a.m. to 4:30 p.m. including a one hour unpaid lunch period. However, agricultural research at times requires hours of work adjusted to the seasons or to biological cycles. The scientists of the Station, who plan most of the work, will strive to arrange the work so that technicians may arrive and depart at laboratories or plots at normal hours. When, however, the season or biology require irregular hours, the scientist(s) leading the investigation will work as many and as irregular hours, as the technicians do and a special work schedule for any needed technician will be arranged with the knowledge and approval of the chief scientist, provided that the technician agrees to the schedule.

Normally, no more than 35 hours per week will be required of a technician. Technicians, when requested to work in excess of 35 hours per week, shall receive compensatory time on an hour for hour basis for any hours over 35 but less than 40 hours per week. If a technician is asked to work on Saturday, Sunday, a holiday, or in excess of 40 hours per week, he/she shall receive 1½ hours of compensatory time for each hour of such work. Such compensatory time must be taken at a time convenient to both the technician and the Station within 90 days. If no agreement can be reached within 90 days, the Station may, at its discretion, schedule the use of compensatory time or pay the accrued compensatory time at a straight time rate.

Technicians, when directed by the Chief Scientist to work in excess of 35 hours per week, shall receive overtime pay at the straight time rate for hours over 35 but under 40 hours per week. If a technician is directed to work on Saturday, Sunday, a holiday, or in excess of 40 hours per week, he/she shall receive overtime pay at time-and-one-half for each hour of such work.

Normally, scientists are expected to be in laboratories or plots during regular working hours and to work at such other times as their work requires. However, the Station expects that the scientists will maintain their intellectual capacities for accurate and original work and does not expect they will be asked to work or will themselves schedule their work in a fashion that will exhaust themselves or cause hardship on their families.

Flexible work schedules may be discussed and implemented at the agency level to meet the needs of the employee(s) as well as agency operating needs.

ARTICLE 14 - OTHER LEAVES OF ABSENCE

The Board of Control reserves its right to grant leaves of absence with full pay, partial pay or no pay when such leave is determined to be in the best interest of the Station and the individual.

ARTICLE 15 - OUTSIDE EMPLOYMENT

If Staff members wish to work at other jobs while retaining their full-time jobs at the Station, they shall seek employment outside working hours which is not in conflict with their position at the Station, where their independence of judgment at the Station will not be impaired, and where they are not paid a profit from services or analyses freely offered by the Station. They shall beware that their outside employment does not use Station facilities or supplies, involve colleagues at the Station nor impair their own intellectual capacity for trustworthy service or pioneering research at the Station.

They should comply fully with the Code of Ethics, Section 1-66 through 1-78, Connecticut Statutes.

The Station encourages its scientists to impart their unique knowledge to students as well as scientists and laymen as though occasional lectures or seminars or through membership on committees to guide and examine graduate students.

If outside normal working hours, staff wishes to teach courses for which their knowledge is not unique, they shall not involve colleagues nor employ Station facilities or supplies, they shall not encourage students to call upon the Station, and they shall strive to reduce the impact of their outside activity upon their intellectual capacity for trustworthy service or pioneering research at the Station.

The Station encourages and aids its employees in pioneering research and scholarship, including the publication of that research and scholarship in scientific and popular journals, Station publications, and in books. The Station will pay reasonable costs of publication as reprint or page charges or cost of a Station publication. Employees may keep royalties from any scholarly publication of their research.

The Station encourages and aids its scientists in verbal reporting of their scholarship and research at the Station. The reports may take the form of lectures, speeches, or seminars before scholarly societies, academic groups, agricultural gatherings or service clubs. Within the State, transportation will be furnished, and Station staff shall report or inform citizens of the State freely and without accepting any money or substantial gift.

The Station encourages its scientists to report their research outside Connecticut, too, for science advances by wide and free communications and criticism of results and conclusions. Scientists need not take vacation to report their work to technical or learned groups and may accept travel expenses and reasonable honoraria so long as the absence cannot be reasonably thought to deplete the time for research at the Station, the forum is clearly a serious one, and any exchange of money is clearly not a consultation fee.

In addition, the Station shall strive to aid each scientist financially to report his/her research at learned or agricultural societies.

The Station does not aid its staff in undertakings, as writing or art, unrelated to their individual research at the Station. The staff will employ neither Station facilities nor material in outside activities, nor will they involve colleagues in such activities during working hours. They shall not sell information or services that citizens normally receive freely from the Station.

ARTICLE 16 - SABBATICAL

Since 1929, the Station has granted sabbatical leave to scientists. Since most Station scientists have full time for research and scholarship, it is recognized that the reasons for granting leave from a research institute and university differ. A sabbatical leave may provide the opportunity for the scientist to expand his capacities by collaborative research with an outstanding scientist, establish a long-term reciprocal research relationship, learn techniques (by long or short-term visits) needed for work already in progress, or gain insight into totally new areas to promote creative research by allowing unexpected juxtaposition of ideas. Further, recognizing the reciprocal relationship between research institutions and universities, a sabbatical leave could provide the opportunity for a scientist to advance his knowledge by either writing or teaching or by advanced academic studies, provided these undertakings shall be deemed relevant to the mission of the Station.

Therefore, the normal expectation of scientists shall be that after 7 years full-time service, they will be eligible for sabbatical leave for 6 months at full pay and benefits or 7 to 12 months at prorated pay, vacation, sick leave and retirement and longevity credit. During sabbatical leave of 7 to 12 months the Station will make its full contribution to existing insurance and social security and the scientist will be eligible for longevity payments or annual increment. Within thirty days of the end of the leave, the scientist shall submit a preliminary written report of his accomplishments and within a year shall submit a final report, preferably in the form of a scientific publication.

Since sabbatical leave is neither an inherent right nor a form of earned compensation, but an integral part of the mission of the Station, the above formula shall be regarded as a guideline rather than a fixed rule. Creative and innovative requests for sabbatical leave are encouraged.

Application shall be made through a chief scientist and the Director to the Board of Control of the Connecticut Agricultural Experiment Station. Approval or disapproval shall be made within thirty days of application. Any disapproval shall be without prejudice for reconsideration and shall be accompanied by a written statement detailing in full the reasons for disapproval. A new or revised application may be submitted by the applicant to the Board of Control at any time thereafter for reconsideration. Reasons for disapproval may include but not be limited to budgetary constraints and operational requirements of the Station.

ARTICLE 17 - LAYOFF

For the purposes of layoffs at the Connecticut Agricultural Experiment Station, the following procedures will apply to the classes of Senior Scientist, Scientist, Associate Scientist, Analytical Scientist, Assistant Scientist 2 and Assistant Scientist 1:

1. A position shall be designated for layoff. In addition to identification by job classification a discipline shall also be specified.
2. The individual holding the designated position shall displace the least senior employee within the same job classification and discipline.
3. The least senior employee in the job classification may bump the least senior employee in a lower classification within the same class series and discipline, provided the bumper has greater seniority.
4. If no employee with less seniority is available in any lower classification in the same class series and discipline, the employee shall be allowed to bump a less senior employee in a lower classification in the class series in another discipline, provided he/she is capable of performing the duties required in such other discipline without further training.
5. The disciplines identified at the Connecticut Agricultural Experiment Station are:

- Plant Pathology
- Ecology Soil and Water Analytical Chemistry
- Entomology
- Forestry and Horticulture
- Biochemistry and Genetics

MEMORANDUM OF UNDERSTANDING - FLEXIBLE WORK SCHEDULE

The parties agree that one of the subjects of the Association-Council Committee may be a study to review the feasibility of a flexible work schedule and/or a four day work week. Recommendations on implementation will be submitted to the Board of Control for action as deemed appropriate and consistent with the Addendum Article Hours of Work and Overtime.

MEMORANDUM OF UNDERSTANDING - OVERTIME

When staff members are in the field and emergency dictates additional hours of work that will not exceed 40 hours for the normal work week and a Chief Scientist is not available to authorize overtime, the senior staff member in the party may authorize such work. Not later than the following work day, the senior staff member authorizing the work will notify his/her Chief Scientist.

IN WITNESS WHEREOF, the parties execute this Agreement, on behalf of the Engineering, Scientific & Technical (P-4) Bargaining Unit effective July 1, 2001, expiring June 30, 2005.

for the STATE OF CONNECTICUT:

Office of Labor Relations/DAS
Robert Curtis, Chief Negotiator

Agriculture Experiment Station
John Anderson

Department of Information Technology
Steve Shapiro

Department of Public Health
Dennis Williams

Department of Environmental Protection
Hal Peck

Department of Children and Families
Trish Kraveski

for the CONNECTICUT STATE EMPLOYEES ASSOCIATION:

Robert D. Rinker, Chief Negotiator

Department of Transportation
Ned Statchen, Chairperson
Jay Doody
Tony Ferraro
John Hanifin
Timothy McGuane
John Vitale
Mike Washington

Department of Social Services
Department of Health Services
William Sawicki

Department of Motor Vehicles
Helena Wint

Department of Public Utility Control
Susanna Fridman

Agriculture
Jay Dippel

Department of Public Safety
Amy Harris

Office of the State Comptroller
Toby Bates

Department of Labor
Neil Griffin

Department of Administrative Services
Keith Anderson

Department of Transportation
Michelle Pancallo

Department of Social Services
Rudolph Jones

Department of Corrections
Sandy Millholon

Oscar Gomez
Barbara Bellonio

Department of Public Works
Carlton Grodotzke
Thomas Lowell

Department of Administrative Services
Nathaniel Jenkins

Department of Labor
Gloria Cournoyer

Craig Smith

Agriculture Experiment Station
Carol Lemmon

Dept of Environmental Protection
Steve Revicsky
Dawn McKay
Sandy Brunelli

Office of the State Comptroller
Byron Lester

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