

STATE POLICE
[NP-1]
BARGAINING UNIT
CONTRACT

BETWEEN

STATE OF CONNECTICUT

AND

CONNECTICUT STATE POLICE UNION

EFFECTIVE: JULY 1, 1999 EXPIRING: JUNE 30, 2004

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PREAMBLE

STATE OF CONNECTICUT, acting by and through the Office of Labor Relations hereinafter called "the State" or "the Employer", and CONNECTICUT STATE POLICE UNION, hereinafter called "the Union", WITNESSETH:

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

WHEREAS the parties of this Agreement consider themselves mutually responsible to improve the public service through increased morale, efficiency and productivity; now, therefore the parties mutually agree as follows:

**ARTICLE 1
RECOGNITION**

The State of Connecticut herein recognizes the Connecticut State Police Union as the exclusive representative for the purpose of collective bargaining in accordance with C.G.S. Section 5-270 et seq. for those employees in the NP-1 bargaining unit pursuant to SE-5982 and SE-7706, and further as may be amended by agreement of the parties.

**ARTICLE 2
ENTIRE AGREEMENT**

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at

by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the State and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The provisions of this Article are subject to the Miscellaneous Article, Section Two, 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 herein agree that neither shall discriminate against nor harass sexually any employee on the basis of race, color, creed, sex, sexual orientation, age, national origin, marital status or lawful political activity.

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

Section Four. No person shall be denied a position or a promotion solely because it will result in their working with or for a member of their family.

ARTICLE 4
NO STRIKES - NO LOCKOUTS

Section One. Neither the Union nor any employee shall engage in, induce, support, or encourage, a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sickout or any failure to perform duty in connection with the above. This article shall be deemed to prohibit the concerted boycott or refusal of overtime work.

Section Two. The Union shall exert its best efforts to prevent or terminate any violation of Section One of this Article. Prompt notification to members of their obligations under this Agreement will ordinarily constitute full compliance with this Section

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

ARTICLE 5
MANAGEMENT RIGHTS

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

ARTICLE 6
UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union which has been designated as the exclusive bargaining agent.

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

Section Three. An employee who within 30 days after initial employment fails to become a member of the Union or an employee whose membership is terminated for non-payment of dues or who resigns from membership shall be required to pay an agency service fee under Section Four.

Section Four. The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Section 5-280 of the Connecticut General Statutes to pay such fee as a condition of employment, provided, however, no such payment shall be required of an employee whose membership is terminated for reasons other than nonpayment of Union dues or who objects to payment of such fee based on the tenets of a religious sect. The amount of agency service fee shall not exceed the minimum applicable dues payable to the exclusive bargaining agent. Employees objecting on religious grounds shall make a monthly contribution to an I.R.S. recognized charity, designated by mutual agreement of the Employer and Union equivalent to union dues.

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

Section Six. No payroll deduction of dues or agency service fee shall be made from workmen'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 fee, 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 Article.

ARTICLE 7 UNION RIGHTS

Section One. Employer representatives shall deal with Union-designated stewards or representatives exclusively in the processing of grievances or any other aspect of contract administration. Employer representatives may deal directly with an employee provided that employee has waived his/her right to union representation.

Section Two. The Union will furnish the Office of Labor Relations and the Department with the list of stewards designated to represent any segment of employees covered by this Agreement, specifying the jurisdiction of each steward and shall keep the list current.

Section Three. 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 as defined in this Agreement, or fulfilling its role as collective bargaining agent provided that they give notice prior to arrival, or if that is not possible, provided that they give notice of their presence immediately to the supervisor in charge, or Labor Relations Unit if supervisor is not available, and do not interfere with the performance of duties.

The Union will furnish the Office of Labor Relations and the Department with a current list of its staff personnel and their jurisdictions, and shall maintain the currency of said list.

Section Four. (a) Role of Steward in Processing Grievances. The Steward will obtain permission from their immediate supervisors when they desire to leave their work assignments to properly and expeditiously carry out their duties in connection with this Agreement. Such permission will be routinely granted unless their absence will impair a significant police function. When contacting an employee, the steward will first report to and obtain permission to see the employee from his supervisor and such permission will be granted unless the work situation or an emergency demands otherwise. If the immediate supervisor is unavailable, permission will be requested from the next level of supervision. Requests by stewards to meet with employees and/or employees to meet with stewards will state the name of the employee involved, his location, indicating the general character of union business to be discussed and the approximate time that will be needed. Stewards thus engaged will report back to their supervisors on completion of such duties and return to their job and will suffer no loss of pay or other benefits as a result thereof. The sufficiency of steward coverage shall be a subject of continuing consultation between the Employer and the Union. The Union, the Office of Labor Relations, and the Department will cooperate in preventing abuse under this Section and in encouraging effective labor relations under this Agreement.

(b) Steward Stability. For the duration of this Agreement no steward assigned to a troop command (as distinguished from a specialized work unit) shall be involuntarily transferred to a different troop command except as follows:

(1) a transfer which is designated as disciplinary;

(2) a "special skills" transfer in which the Department determines that the steward's special skills are needed elsewhere in the department or the steward does not possess the special skills currently required in the troop command in which he serves.

Short term assignments based on emergencies or extraordinary circumstances are exempt from the provisions of this Section.

Section Five. Bulletin Board. The State will continue to furnish reasonable bulletin board space (in each institution) upon which the Union may provide for its announcements. Bulletin board space shall not be used for material that is of a partisan political nature or is inflammatory, or derogatory to the State Employer or any of its officers or employees. The Union shall limit its posting of notices and bulletins to such bulletin board space. The Union shall have the option to provide secured glass enclosed bulletin boards at each area serviced by a recognized steward.

Section Six. 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. The Union shall not have access to privileged information such as that related to an ongoing criminal investigation or pre-employment data, nor to information which the State is under a legal duty to keep confidential.

Section Seven. Union Business Leave. (a) The Department will make available 1118 hours as a bank of time in each year of this Agreement. Such time bank will be available for approved union business leave other than reasonable time used for negotiating a successor agreement and processing grievances. Time spent in seeking ratification of this Agreement will not be deducted from the time bank. Also from this bank of time, subject to the prior written approval of the Department, paid leave may be granted to Union officials, delegates, representatives, or designees to attend union business related functions, meetings, conventions, meetings of national affiliates or other affiliated organizations, legislative or agency hearings. The Department will cooperate in recognizing the Union's priority of meetings for which paid leave will be allocated.

(b) Not more than two employees 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 year. An extension not to exceed one additional year may be granted subject to the approval of the Director of Labor Relations. Upon return from such leave, the State employer shall offer said employee a position equal to the former position in pay, benefits, and relatively equal duties, at the rates in force at the time of return from such leave.

Section Eight. Orientation and Training. The Union will provide each new employee with a copy of the collective bargaining agreement then in force and will furnish such employee with the name(s) of his steward(s). During the training period at the State Police Academy of each new class, the Union shall be provided with an opportunity to meet with each new class and to address the trainees on matters pertaining to the contract and to Union membership. Additional opportunities for meetings between the Union and any trainee class may be provided for at the discretion of the Department.

Section Nine. Communication by the Employer with the Union shall be made through the Union President or his designee.

ARTICLE 8 EVALUATIONS

Section One. The performance of each member of the bargaining unit shall be evaluated annually at a time sufficiently in advance of the effective date of step increases to permit the exhaustion of appeal processes. This evaluation, to be conducted by the employee's immediate supervisor (also known as the "rating supervisor"), shall serve both as the "service rating" in accordance with Section 5-237 of the Connecticut General Statutes and as a departmental measurement of performance. Performance evaluations shall be based on work performance. Performance evaluations shall normally be conducted at least once a year, consistent with the employees Annual Increment date. These evaluations shall be considered for promotions and lateral assignments.

Section Two. Evaluations shall be conducted by a rating supervisor who has observed in a supervisory capacity, the employee's performance for six months. If this is not the case, the evaluator shall note and take into account the period of observation. If the immediate supervisor has less than three months of observation, the predecessor supervisor, if available and if he has observed the employee for more than six months, shall conduct the evaluation; if the predecessor is not available, the commanding officer, in consultation with the immediate supervisor, shall conduct the evaluation. Consistent standards of evaluation shall be made known to the bargaining unit and all evaluators. Evaluators shall make a good faith effort to apply such standards uniformly in all evaluations.

Section Three. When an employee is rated unsatisfactorily in any category, the rating supervisor shall state the reason(s) for

such rating and shall if practicable suggest means of improvement.

Section Four. After the evaluation is made, the employee shall be given a copy. If the employee's performance has been rated unsatisfactory in one or more factors, then the rating supervisor and the employee must meet to discuss the evaluation. If no unsatisfactory ratings have been received, either the rating supervisor or the employee may require a discussion.

Section Five. Anything lower than a satisfactory annual service rating may be grieved in accordance with the grievance and arbitration provisions of this Agreement. In any such arbitration, the arbitrator shall not substitute his judgment for that of the evaluator absent evidence that the evaluator exercised his judgment arbitrarily or capriciously. During the period of an annual service rating, interim performance observation reports(POR's) shall be neither grievable nor arbitrable unless incorporated into a lower than satisfactory annual service rating.

Section Six. The parties agree to form a joint committee to study the current evaluation form and procedure. The committee, at the conclusion of the study, may recommend evaluation procedure and form modifications.

ARTICLE 9 PERSONNEL FILES

Section One. Where Maintained. An employee's Official Personnel Folder (OPF) shall be maintained at State Police Headquarters, except that the State Personnel Department may maintain personnel files containing data relating to an employee's employment history and performance forms.

Section Two. Content. (a) All material bearing on an employee's personnel status, excluding uncompleted disciplinary

investigations, or investigations into physical or mental fitness shall be placed in the OPF.

(b) Pre-employment polygraph results shall not be retained in any employee's official personnel folder (OPF) beyond one month after completion of the initial working test period or extensions thereof. Such results may be retained, however, in a file maintained by the Department's Selection Unit for a period of five years from an employee's date of hire. Notice of the removal of these results from such file will be sent to the employee at the time of removal.

Section Three. Access. (a) An employee shall be permitted to inspect all material in his OPF or in his personnel file at the State Personnel Department, except for the first three years of employment, any record exempt from disclosure under Public Act 75-342, or which the State is otherwise under a legal duty to maintain confidential, or medical, psychiatric or psychological data if the Department determines that disclosure would be detrimental to that person.

An employee desiring to inspect his or her OPF and/or obtain copies of documents subject to inspection shall be granted access without previous notice during normal working hours. The employee may act through written authorization to his or her steward, if desired, for these purposes. The time off-the-job, if available, shall be cleared in the name of the steward, if desired. During any such inspection, the employee shall be accompanied by a member of the Personnel Unit.

An employee shall have access to his personal file maintained by the Department except as such file may pertain to ongoing investigations. The Department shall complete non-criminal investigations with reasonable promptness and shall notify the employee when the Department determines that the investigation as to subject matter and persons involved is closed. Unless mitigating factors can be shown non-criminal

investigations conducted at the Troop or District level should be concluded within a reasonable time frame. The Department shall notify the employee that the investigation has been closed, the manner in which it was closed and, upon request, provide the employee with a copy of the investigation and either transcripts of all interviews or copies of the audio tape.

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

(b) The Department shall not disclose or transmit any personal data to any other individual, corporation or government agency without the consent of the person except when:

(i) The disclosure or transmission is to an employee of the Department who has a need for the personal data in the performance of his duties;

(ii) The Department determines that there is substantial risk of imminent physical injury by the person to himself or to others and that disclosure or transmission of the personal data is necessary to reduce that risk;

(iii) Disclosure or transmission without consent is otherwise authorized by statute;

(iv) Such transmission or disclosure is made pursuant to a subpoena, order of court or other judicial process;

(v) Disclosure or transmission is necessary for the purpose of collecting outstanding student loans or any other obligations owing to the state.

Outside access will not be granted except with the written permission of the employee's commanding officer. Access to the file, including the purpose for which access was granted, will be recorded on an access sheet which will become part of the record. The employee will be promptly notified of any request to

see his OPF. Notwithstanding the previous two sentences, neither an access sheet entry nor the fact of such request shall be made known to any employee during an ongoing investigation or when such disclosure would otherwise undermine a public purpose in non-disclosure or if the Department determines that the disclosure of access to medical, psychiatric or psychological data would be detrimental to that person.

Section Four. (a) When new materials which may reasonably be interpreted to adversely reflect upon an employee's performance or conduct are entered into the OPF, the employee shall be notified within seven days time, ordinarily by submission of a copy of the document to the employee. Other documents reflecting on performance or conduct (e.g. commendations from the public) shall ordinarily be forwarded to the employee by or through his Commanding Officer. The employee shall be notified if approbative material is removed from his OPF.

(b) When an investigation classified as a personnel investigation is completed, the entire file shall be placed in the employee's OPF.

Section Five. Except where a document relates to a previously determined disciplinary matter, a performance evaluation to which the employee has had the opportunity to comment, or to a performance observation report, an employee may submit written comment on any disclosable material which adversely reflects on his performance or conduct. Said comment shall be entered into the personnel file. Additionally, the employee retains rights pursuant to C.G.S. 31-178e as may be amended from time to time.

Section Six. (a) Derogatory material including reprimands, but excluding other discipline, not merged in any unsatisfactory service rating shall remain a viable part of the file for not more than eighteen (18) months unless removed sooner.

(b) An employee may attach a written rebuttal to derogatory material placed in his/her official personnel file.

(c) 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. The filing of a grievance under the preceding sentence shall not prevent the employee from objecting to the derogatory material in a subsequent grievance arising out of the imposition of discipline.

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

Section Eight. (a) Mental and physical fitness investigations shall be maintained in a file separate from the OPF. Such file(s) shall be kept, locked, in the Agency's Employee Assistance Program Office. Access to said files shall be made through the Commissioner or his/her designee subject to his/her approval. Upon such approval, access shall be done in the presence of the Director of the Employee Assistance Program. A record of the name of the individual(s) seeking access shall be made along with date, time and name of employee's file(s) accessed.

(b) Such files will be kept by the Department for a period not to exceed twelve (12) months after an affected employee is separated from service. An affected employee, upon written request to the Commissioner or his designee, will have any mental and/or physical fitness investigation files destroyed after said employee has been separated from permanent service with the Agency for a period of twelve (12) months.

(c) Access to these files may be made to employee(s) of the Department who have a need for the data in the performance of their duties.

(d) Mental and physical fitness disputes are only grievable as found in Article 16.

ARTICLE 10 TRAINING

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

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

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

(b) The Department, working through the Training Committee, will examine means of increasing training opportunities for officers assigned to road patrol.

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. (a) Both the initial and promotional working test period for classes covered by this Agreement shall be one (1) year.

(b) A working test period interrupted as the result of extended illness, or an authorized leave or absence, shall be suspended for such period and will resume when the employee

returns to duty and is able to carry out the duties and responsibilities of the position.

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

ARTICLE 12 SENIORITY

Section One. For the purpose of computing longevity or length of vacation leave, seniority shall be defined as length of state service including war service.

Except as otherwise provided, seniority shall be defined as total length of State Police service as a sworn State Police Officer and then by length of total State service and then by lot.

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

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

Section Four. Seniority shall be deemed broken by: (a) termination of employment caused by resignation, dismissal, or retirement; (b) failure to report for five working days without authorization. Seniority under Section 1(a) shall not be deemed broken by a resignation from another branch of state service in order to join the State Police Department.

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

Section Five. Seniority Lists. Seniority lists shall be maintained annually and promptly made available to the Union.

Section Six. No credit for rank seniority shall be credited for time spent in an appointed position pursuant to C.G.S. 29-5g. For such employees, rank seniority shall be credited upon completion of a working test period in the higher rank and then retroactive to the date the employee passed an examination for said higher classification.

ARTICLE 13 ORDER OF LAYOFF OR REEMPLOYMENT

Section One. A layoff is defined as the separation of an employee from state service at the direction of the employer for reasons unrelated to discipline or fitness. The State will consider other alternatives prior to instituting a general reduction in force in the bargaining unit. Such consideration shall in the form of face to face meetings in which there is an exchange of proposals and ideas.

(a) Layoff within each rank shall be by departmental seniority, (excluding war service).

(b) Employees with less than eighteen (18) months of service in the State Police Department shall be deemed to have zero seniority for layoff purposes.

(c) An employee whose last service rating was unsatisfactory shall be treated for layoff purposes during the period prior to his next satisfactory service rating as having lost up to one year of seniority.

Section Two. The State Employer shall give an employee not less than six (6) weeks written notice of layoff, stating the reason for such action. Such notice does not apply to a bumpee under Section Three. The Director of Personnel and Labor Relations shall arrange to have the employee transferred to a vacancy in the same rank or in any other position which in the judgment of the State Employer the employee is qualified to fill within the department. If the employee refuses to accept the transfer, an eligible employee may exercise bumping rights as specified in Section Three.

Section Three. Bumping in Lieu of Layoff. An employee with more than three years of continuous State service may bump into a lower rank within the department. The bumper shall be credited in such lower rank with total length of rank seniority in the rank from which he/she is being laid off and shall bump the employee with the lowest rank seniority in such lower rank with lesser seniority than the bumper, subject to the provisions of Section Two.

The bumper shall be paid for service in such lower rank as provided in Regulation 5-239-2(f).

Section Four. (a) If a permanent employee is laid off as a direct consequence of the exercise by the State Employer of its right to contract out or to reorganize the department, the Union retains such right as may be provided by law to bargain collectively over the impact of such layoffs, notwithstanding any contrary provision of Article 2 or Article 22.

(b) The utilization of retired State Police Officers shall not result in the layoff of any bargaining unit member.

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. Nothing in this definition shall be construed as limiting the Commissioner's open door policy.

Section Two. (a) 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 of relief sought.

(b) In the event a form filed is unclear or incomplete and not in compliance with this Section, the State employer shall

make his best efforts to handle the grievance as he/she understands it.

(c) When a dispute is settled either informally or in the grievance procedure either by stipulation or by decision, the employee and Union shall receive notice from the Department within ten (10) days of the Resolution as to the anticipated date when the employee will be made whole.

Section Three. Grievant. A Union representative, with or without the aggrieved employee, may submit a grievance and the Union may submit an "institutional" or "general" grievance on its own behalf. When individual employee(s) or group of employees elect(s) to submit a grievance without Union representation, the Union's representative or steward shall be notified of the pending grievance, shall be provided with a copy thereof, and shall have the right to be present at any discussions of the grievance. If the employee does not wish to have the steward present, he shall state so in writing after consultation with the steward prior to the scheduled hearing date. The steward then 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 to avoid the formal procedures.

Section Five. A grievance shall be deemed waived unless submitted at Step 1 within 20 days from the date of the cause of the grievance or within 20 days from the date the grievant or Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. Nothing in this Section shall diminish the right of the grievant to

pursue and obtain a prospective remedy for any continuing or ongoing violation.

Section Six. Step 1. Agency Head or Designee. A grievance may be submitted within the 20 day period specified in Section Five to the Agency's Labor Relations Unit. Within 14 days after receipt of the grievance, a meeting will be held with the employee and a written response issued within five days thereafter.

Serious discipline as defined in Article 15 will not be dealt with under the grievance procedure unless specified, in writing by the employee.

Step 2. Director of Labor Relations or Designee. An unresolved grievance may be appealed to the Director of Labor Relations or designee within seven days of the Step 1 response or if there is no Step 1 response, within 45 days after submission of the grievance at Step 1. Said Director or designee may hold a conference within 30 days of receipt of the grievance and issue a written response within 15 days of the conference. Failure to submit the grievance within the time limits specified shall be a waiver of the grievance.

Step 3. Arbitration. An unresolved grievance may be submitted to arbitration. The submission must be made in writing within 40 days after the Step 2 response is issued, or if there is no Step 2 response, within 110 days after the submission at Step 2. Failure to make a timely submission under the prior sentence constitutes a waiver of the right to arbitration. Submission to arbitration may be made by the Union or the State, but not by individual employee(s), except that individual employees may submit to arbitration in cases of dismissal, demotion, or suspension if not less than 5 working days.

Section Seven. For the purpose of the time limits hereunder, "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. Arbitration. (a) The parties shall mutually select four (4) arbitrators who will hear cases on an alphabetically alternating basis unless otherwise agreed. Submission to arbitration shall be by letter, postage prepaid, addressed to the Director of Labor Relations or designee, with a copy to the Commissioner of Public Safety or designee.

(b) The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases when the Union is not a party one half the cost shall be borne by the State and the other half by the party submitting to arbitration.

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

In cases of dismissals, demotions or suspensions in excess of five days, the parties shall 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.

(d) The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactively for more than 60 calendar days prior to the date a grievance was submitted at Step 1. This does not alter or vary the time limit for filing a grievance under Section Five. The arbitrator shall render his decision in writing no later than 30 calendar days after the conclusion of the hearing unless the parties jointly agree otherwise. Failure on the part of the

arbitrator to render his decision in 30 days will result in his removal from the panel upon the motion of either party.

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

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

(a) The decision to layoff employees;

(b) The decision to establish new bargaining unit position provided, however, this clause shall neither enlarge nor diminish the Union's right, if any, to negotiate on the impact of decision;

(c) Compliance by the State employer with health or safety standards, laws, or regulations imposed by state or federal law;

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

(e) Disputes over claimed unlawful discrimination in violation of Article 3 (Non-Discrimination) shall be subject to the grievance procedure but shall not be arbitrable in any case where the Human Rights Commission has asserted jurisdiction;

(f) Any inherent management right not restricted by a specific provision of this Agreement.

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

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

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

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

ARTICLE 15 DISCIPLINE

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

Section Two. Progressive Discipline. The parties jointly recognize the deterrent value of disciplinary action. Accordingly, wherever appropriate, the State Police Department will follow these guidelines:

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

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

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

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

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

Section Four. Notice of Discipline. (a) After a management decision is made to impose discipline, but prior to its formal imposition, the Department will meet with the employee and the Union to discuss the contemplated discipline unless the employee waives Union representation in writing. At least forty-eight (48) hours prior to such meeting a copy of the Internal Affairs Report shall be provided to the employee. If there is no mutual agreement regarding discipline within five (5) days of the meeting, the employer shall give formal notice of the

imposed discipline to the extent provided in the State law or regulations.

(b) The following actions constitute serious discipline for purposes of this Section and Article 14, Section Six:

(1) Dismissal

(2) Demotion

(3) Suspension

(4) Transfers

(5) Loss of off-duty use of car for a period of more than 15 days.

(c) In lieu of grievance procedure where a serious disciplinary matter is contested, a Discipline Appeal Panel shall be established to hear such matters. The panel shall be made up of one member chosen by the Union, one member chosen by the Commissioner of Public Safety and one member mutually selected who shall be at least the rank of Lieutenant, who shall chair the Panel.

(d) This Panel shall be authorized to hear sworn testimony and issue subpoenas or delegate the right to do so to the advocates.

(e) The Panel shall hold a hearing within 30 days of receipt of the notice to contest disciplinary action. Within 10 days of the close of the hearing, the Panel will render a decision in writing setting forth its findings of fact and conclusions.

(f) The Panel in its report may adopt the penalty imposed by the Department, recommend against the imposition of any penalty or recommend the imposition of a reduced penalty. It may not recommend a penalty greater than that originally imposed by the Department. No disciplinary action will be imposed until after the Panel's decision, with the exception of dismissal. The Panel's decision is not subject to appeal in any forum.

(g) Should the employee not elect to contest his/her serious discipline before the Disciplinary Appeal Panel such may be done in writing within fifteen (15) days of the notice of discipline directly to Step 2 of the Grievance Procedure and processed thereafter as detailed in said Article. With the exception of dismissal which is imposed immediately, other serious discipline will be imposed upon election to utilize the grievance procedure rather than the Disciplinary Appeals Panel.

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

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

Section Six. (a) Placement of an employee on a paid leave of absence shall be governed by Regulation 5-240-5a to permit investigation. Provided, however, nothing shall preclude an employee from electing to be placed on an unpaid leave of absence for up to thirty (30) days. In such event, the employee may draw accrued vacation pay.

At the expiration of the thirty (30) day period, the employee shall be either:

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

(b) In lieu of a suspension with pay, the Commissioner of Public Safety or his designee may suspend an employee's police

powers when the nature of the alleged offense in his view warrants such action or where the employee's mental or physical fitness for duty is in question. An employee so suspended shall be assigned duties which do not require the exercise of police powers.

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

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

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

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

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

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

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

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

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

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

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

identity will be disclosed during the course of informal proceedings prior to formal notice of discipline.

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

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

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

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

ARTICLE 16

FITNESS FOR DUTY AND LIGHT DUTY

Section One. Fitness for Duty. The parties intend that when a dispute over whether an employee is mentally or physically competent to perform his/her duties shall not be considered as a disciplinary issue, but, shall be resolved as a medical question through arbitration. The "arbitrator" shall be a neutral physician, mutually selected through the American Arbitration Association, specializing in the area of dispute, as for example, an orthopedic specialist or psychiatrist. By mutual agreement, the "arbitrator" may chair a tri-party arbitration panel with the other two panel members selected one by each party.

Section Two. Light Duty. (a) Purpose. Light duty positions are designated by the Department and exist solely to enable incapacitated sworn personnel to perform departmental functions although unable to fully perform their normal assignments.

(b) In each fiscal year of this contract, a minimum of twenty-seven positions or the numerical equivalent of three percent (3.0%) of the bargaining unit whichever is greater shall be designated as light duty positions.

(c) The Commissioner within one month after the signature date of this contract shall designate the light duty positions for the remaining portion of the fiscal year. Thereafter, not later than one month prior to the beginning of each fiscal year of this contract the Commissioner shall designate the light duty positions for that fiscal year. Except in unusual circumstances employees assigned to the light duty program or otherwise assigned to limited duty assignments shall not be assigned TDY or permanently to vacancies within any specialized unit.

(d) Nothing precludes the Commissioner from increasing the number of light duty positions at any time, at his/her sole discretion, should a special need of the Department exist.

(e) Sworn personnel applying for a light duty position shall do so through the Department's Employee Assistance Program. Placement in a light duty position shall be considered as an assignment to EAP.

(f) Eligibility for a light duty position shall be initially based on the following:

(1) Certification by the treating physician attesting to the applicant's limitation of function or disability.

(2) The period of the limitation of function or disability must exceed ninety (90) days.

(3) A designated light duty position exists that the individual is capable of performing.

(g) The Department retains the specific right to question the physical or mental condition of any individual applying for, remaining on, or returning from a light duty position. Disputes arising out of this sub-section shall be resolved in the manner described in Section One of this Article.

(h) Sworn personnel designated by the parties in a Side Letter to the Agreement shall be given first preference to a light duty position before any other applicants are considered subject to all the provisions of this Section.

(i) For the sole purpose of this Section, incidents of hypertension and heart attacks shall be considered as occurring on-duty.

(j) On-duty incidents in all instances have priority over off-duty incidents in applying for and/or remaining on a light duty position.

(k) Limitation of function or disability resulting from an off-duty incident will not be considered for a light duty position unless a designated position exists or a special need exists as determined by and at the discretion of the Commissioner.

(l) In addition to the other sub-sections herein when there are more applicants for light duty positions than designated positions, seniority as sworn personnel shall determine the order of placement and removal.

(m) Sworn personnel in a light duty position must take their regular retirement when eligible, or, at their option, disability retirement, if there is another person not eligible for regular retirement in need of a light duty position and no such designated position exists and if no special need has been determined to exist by the Commissioner.

(n) Regular retirement as used in subsection (m) above shall mean twenty (20) years of service as more specifically defined in the retirement agreement between the parties and in the applicable statutes.

(o) Employees in designated light duty positions shall be eligible for overtime as such may occur only within their individual light duty position.

ARTICLE 17

HOURS OF WORK, WORK SCHEDULES AND OVERTIME

Section One. (a) Basic Workweek. The regular workweek of all employees shall be in conformance with C.G.S. Section 5-246, except, portal to portal time shall be standardized at thirty (30) minutes for travel from home to duty station and thirty (30) minutes from duty station to home. Field Personnel shall continue to work the so-called 5-3 schedule. Certain groups of employees not traditionally subject to a rotating work schedule, including but not limited to administrative employees, fire marshals, criminal investigators, resident troopers, and other personnel on specialized assignments, shall continue to receive no fewer days off in each eight week cycle than field employees. The existing one-half hour unpaid lunch period shall not be counted as time worked. However, during said meal period officers must be available to be contacted and dispatched. Patrol Officers are to take their meal period within their patrol area and must similarly be available to be contacted and dispatched. The taking of the meal period during the shift is subject to the operational demands of the Agency.

By Mutual agreement pilot programs recommended by the Stress Committee may be implemented during the life of the Contract.

(b) The reference to C.G.S. Section 5-246 in Section (a) above is meant to refer to that statute as it existed on January 1, 1995.

(c) It is the intent of the parties that this agreement to institute a standard portal to portal or general patrol time of one half hour from home to duty station and one half hour from duty station to home will not be used to penalize or punish any officer.

No officers may be assigned to a location which negatively impacts his/her current or future general patrol time unless there is a legitimate need on the part of the employer.

Despite the language in Article 15 Section 5, grievances brought pursuant to this Section may be processed to arbitration.

Section Two. Starting and Quitting Times. (a) The parties recognize that stability of working hours and shift assignments is the best interest of all concerned. It is further understood that management requires a degree of flexibility as to the starting time of shifts in order to meet the needs of the public and to utilize available manpower in the most efficient manner.

(b) Existing and future shift schedules are established for the purpose of allowing management to meet these needs based upon analysis of all relevant factors as they exist in any troop or division area. Management will not change starting times without first considering all workload and "associated time consumed" data as it relates to the affected troop(s) or division(s). In such cases, the Department shall give the Union adequate notice to prepare documentation and be heard prior to any adjustment.

Section Three Except in unusual circumstances the starting and quitting times for each shift shall remain constant during each five-day consecutive period of work.

Section Four. The shift schedule covering each cycle of rotation shall be posted at least three (3) weeks in advance.

Section Five. For platoon or assignment changes of a long-term nature, then (10) days notice shall be given to the employee.

Section Six. Exchange of Shifts. Employees working under the same shift schedules performing substantially similar work may change shifts provided:

(a) no additional cost to the State of Connecticut is imposed;

(b) the employee's supervisor is given reasonable notice, normally in excess of 24 hours, and approves the swap;

(c) the State of Connecticut is not responsible for enforcing agreements made between employees;

(d) approval of shift changes is subject to revocation as dictated by the needs of the Department; and

(e) approval by the supervisor shall not be arbitrarily withheld nor shall revocation of an approved swap be arbitrarily made.

Section Seven. (a) All compensatory time accrued on or after July 1, 1979, and on or before December 31, 1990, whether in the form of "owed days", "T-days", or otherwise shall be taken at the employee's convenience within six months subject to the usual approval by the commanding officer, which approval shall not be unreasonably withheld. If the time is not taken within the six month period for any reason the following rules will apply: within thirty (30) days after the expiration of the six (6) month period an employee who previously had elected time off in lieu of cash for a holiday may elect in writing cash at straight time for such holiday. If he fails to do so, the Department may schedule the time off at its convenience or otherwise pay him off in cash at straight time or continue to allow the time to accumulate.

(b) Effective January 1, 1991 compensatory time (T-days) shall only be accrued as permitted in Article 30 (Holidays). The taking of T-days shall continue in keeping with the provisions of the preceding sub-section.

Section Eight. Employees to be transferred shall be notified no less than two (2) weeks prior to the transfer date.

Section Nine. Short-term schedule changes shall not be made solely for the purpose of avoiding overtime, e.g. rescheduling an employee required to appear in court from the evening shift to the day shift. With respect to administrative and investigative employees, the above provision shall be applied in conformance with past practice.

Section Ten. In emergency situations, the Employer may establish shifts of longer duration than those normally scheduled.

Section Eleven. Within each platoon or other recognized work unit the Department will assign non-emergency overtime (other than "construction" overtime) in accordance with the following system:

Employees will be listed by seniority and shall have the opportunity to volunteer for overtime until each person on the list has had an opportunity. An opportunity refused, or a 'no answer' phone call or a telephone answering machine contact not returned, shall be considered as an opportunity actually worked. If there are insufficient volunteers, the Department will assign overtime in reverse order of seniority.

Section Twelve. In decisions concerning lateral assignments other than assignments covered under Article 25, Section 5(c), if in the supervisor's discretion all factors--efficiency, training needs, operational needs etc. are considered equal, the supervisor shall take into account departmental seniority. The supervisor's decision concerning such factors is final. The Union may grieve and arbitrate a pattern of failure to give proper consideration to seniority as a factor not justified by operational needs.

Section Thirteen. Meal Periods. Meal periods shall be scheduled close to the middle of a shift consistent with the operating needs of the agency.

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

(b) The State will continue to pay overtime to eligible employees at 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, and except for averaging schedules approved by the Director of Labor Relations.

(c) **Construction Overtime.** All bargaining unit classifications are eligible for this overtime.

Section Fifteen. Employees shall continue to be paid overtime consistent with past practice, although the parties recognize the statutory obligation that all bargaining unit employees be paid overtime in compliance with the provisions of the federal Fair Labor Standards Act (FLSA).

In order to comply, employees shall have the amount of the compensation paid to them reviewed, for purposes of FLSA compliance, based on the rules set forth in 29 CFR Part 553.230, i.e., twenty-eight (28) day work period or one hundred seventy-one (171) hours.

After the payment of overtime according to past practice, an employees' FLSA payment, if any, shall be computed according to rules set forth in 29 CFR Part 553. In computing such payment, only actual time worked shall be counted as hours worked. Furthermore, the FLSA liability shall be offset by the amount of overtime paid to the employee according to past practice for the FLSA work period.

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 working day, retroactive to the first such day, be paid for 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 thirty working days.

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

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

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

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

Section Seven. Service in a higher classification under

this section shall not constitute permanent status in such class.

ARTICLE 19
COMPENSATION

Section One. General Wages. (a) The salary schedule in effect on 6-15-99 shall remain in effect up to and including January 13, 2000 as Appendix I-1 included herein.

- (b) Effective January 14, 2000, all employees shall receive a two (2.0%) percent salary increase as reflected in Salary Schedule Appendix I-2 included herein.
- (c) Effective June 30, 2000, all employees shall receive a three and one-half (3.5%) percent salary increase as reflected in Salary Schedule Appendix I-3 included herein.
- (d) Effective June 29, 2001, all employees shall receive a three (3.0%) percent salary increase as reflected in Salary Schedule Appendix I-4 included herein.
- (d) Effective June 28, 2002, all employees shall receive a three (3.0%) percent salary increase as reflected in Salary Schedule Appendix I-5 included herein.
- (e) Effective June 27, 2003, all employees shall receive a three (3.0%) percent salary increase as reflected in Salary Schedule Appendix I-6 included herein.
- (f) Employees shall receive annual increments on time during this Agreement in accordance with pre-existing regulations based on the salary schedules contained in Appendix I.

Section Two. Meal Allowance. (a) The meal allowance shall continue to be \$14.28 per day based on the following:

| | |
|--------------------|---------|
| Minimum 4 Hours | \$8.09 |
| 5-6 Hours | \$12.20 |
| 6 1/4-12 1/2 Hours | \$14.28 |

Over 12 1/2 Hours \$17.36

(b) Effective June 29, 2001 the meal allowance shall be \$14.65 per day based on the following:

| | |
|--------------------|---------|
| Minimum 4 Hours | \$ 8.30 |
| 5-6 Hours | \$12.52 |
| 6 1/4-12 1/2 Hours | \$14.65 |
| Over 12 1/2 Hours | \$17.81 |

(c) Effective June 28, 2002 the meal allowance shall be \$15.00 per day based on the following:

| | |
|--------------------|---------|
| Minimum 4 Hours | \$ 8.50 |
| 5-6 Hours | \$12.82 |
| 6 1/4-12 1/2 Hours | \$15.00 |
| Over 12 1/2 Hours | \$18.23 |

(d) Effective June 27, 2003 the meal allowance shall be \$15.45 per day based on the following:

| | |
|--------------------|---------|
| Minimum 4 Hours | \$ 8.75 |
| 5-6 Hours | \$13.21 |
| 6 1/4-12 1/2 Hours | \$15.45 |
| Over 12 1/2 Hours | \$18.78 |

(e) The above rates also apply to OPA and HCP assignments.

(f) Thereafter, any future meal increases shall be equal to the same percentage as the general wage increase or by the percentage equivalent of any dollar increase to the general wage base.

(g) Section 29-4 of the Connecticut General Statutes is superseded by this Agreement with respect to the meal allowance.

Section Three. The widows allowance is governed by the language contained in the Pension Contract between the parties.

Section Four. The longevity schedule based on the pay

plan effective June 30, 1977 shall remain unchanged in dollar amounts during the life of this Agreement, and is contained in Appendix B herein.

Section Five. Night Shift Differential. The night shift differential shall continue to be \$.65 per hour. Shift differential shall be payable in accordance with past practice as expressed in Appendix H herein.

Section Six. (a) Tuition Reimbursement. All employees who satisfactorily complete an approved course shall be eligible for reimbursement for up to nine credits/semester in accordance with the following schedules:

(1) 100% reimbursement with a maximum of \$90.00/credit for undergraduate courses; \$110.00/credit for graduate courses.

(2) A fund of \$40,000 shall be established for this purpose in each contract year.

(3) If this fund is not sufficient to reimburse all employees eligible under the forgoing paragraph, distribution shall be to all eligible employees on an equal pro-rata basis.

(4) Funds not expended in one year shall carry over into the next year provided however that the tuition reimbursement fund will expire on expiration of this contract.

(b) Training. A fund of \$20,000 in each contract year shall be set aside for a training program to be administered by a panel consisting of two persons selected by the Commissioner of Public Safety and two selected by the Union. Funds not expended in each contract year shall be carried over from one year to another.

Notification of such training opportunities shall be made through a general notice open to all bargaining unit members. Employees shall submit their applications to their immediate supervisor who shall thereafter forward through the chain of

command to the panel. Appropriate comments may be attached to the application by supervisors for consideration by the panel.

All other training and employees selected to attend same is at the discretion and determination of the Employer.

Section Seven. Accidental Death or Dismemberment.

The State will continue its existing accidental death and dismemberment policy (\$50,000 per employee).

Section Eight. Career Development: Advancement to Trooper First Class. (a) All troopers who have completed seven (7) years as a sworn State Police Officer, who would be eligible for an annual increment on the basis of a service rating and have at least six (6) months continuous service shall be advanced to Trooper First Class.

(b) Salary schedule placement of a Trooper or Trooper First Class has no relationship to the requirement above to advance to Trooper First Class.

(c) Only Troopers First Class may use the title of Detective while assigned to an investigative, plainclothes function on a full time basis. It is understood by the parties that the position of Detective is not permanent, however, and such persons will resume the title of Trooper First Class upon reassignment to uniform duties.

Section Nine. Hazardous Duty Stipend. A monthly stipend of \$100.00 shall be paid to employees assigned to and performing the following hazardous duties: pilot, diver, tactical services (SWAT), hazardous devices (bomb squad) and motorcycle (May 1 to October 31 only). There shall be no pyramiding of stipend for employees assigned to and performing more than one hazardous duty.

Section Ten. Resident Troopers shall continue to receive a monthly stipend of \$100.00.

Section Eleven (a) Canine care and training which is not accomplished during on-duty hours shall be governed by the following:

1. Employees assigned as handlers of patrol dogs will be allowed one (1) hour per day to attend to the needs of the dog.
 2. Employees assigned as handlers of food reward dogs will be allowed one and one-half (1.5) hours per day to attend to the needs of the dog.
 3. Any employee assigned as a handler of more than one (1) dog will be allowed an additional one half (1/2) hour per day per dog to attend to the needs of the dog.
- (b)** At home canine care and training on off-duty days shall be governed by (a) above.
- (c)** The hourly rate for at-home canine care and training shall continue to be \$9.00/hour.
1. Effective 1-14-2000 the hourly rate shall be \$9.18.
 2. Effective 6-30-2000 the hourly rate shall be \$9.51.
 3. Effective 6-29-2001 the hourly rate shall be \$9.80.
 4. Effective 6-28-2002 the hourly rate shall be \$10.10.
 5. Effective 6-27-2003 the hourly rate shall be \$10.41.
- (d)** Dog handlers shall continue to receive a monthly stipend of \$100.00.

ARTICLE 20 TROOPER TRAINEES

Section One. Definitions. **(a)** State Police Trooper Trainee is a job classification. Its duration is from date of hire to date of successful completion of the working test period.

(b) A "recruit" is a term used for a State Police Trooper Trainee from date of hire until date of graduation from the

Academy and becoming a sworn officer. It is not a job classification.

Section Two. Wages. (a) A "recruit" shall be paid at the applicable bi-weekly based on the Trainee rate contained in the salary schedules Appendix I.

(b) Effective the beginning of the first full payroll period following graduation from the Academy, a State Police Trooper Trainee shall be paid at the rate of Step 1 of the Trooper/Trooper First Class Salary Schedule.

(c) 1. Effective with the State Police 106th Training Academy Class all members within each class shall have one uniform annual increment anniversary date (July or January) regardless of any prior state service.

2. The first July 1st or January 1st following nine months from each class date of hire shall be the annual increment anniversary date for the entire class.

Section Three. Benefits. (a) The existing group health insurance policies shall remain in effect during the term of this Agreement.

(b) Recruits will accrue one (1) day of vacation per month in accordance with existing practice but will not be entitled to use such leave while at the Academy, or for the first six (6) months of State service, whichever is longer.

(c) Recruits will accrue and be entitled to use sick leave in accordance with the State rules and regulations. The Commanding Officer may require the submission of an acceptable medical certificate to justify an absence (whether paid or unpaid).

(d) Recruits will be entitled to paid holidays as specified elsewhere in this Contract.

(e) Recruits will be eligible for Worker's Compensation benefits in accordance with the applicable State statutes.

Section Four. Other Conditions. (a) The Union, through the Labor-Management Committee, may make suggestions concerning revisions in the Academy's curriculum, rules or regulations.

(b) A recruit who has a complaint of harassment or discrimination on the part of Academy staff or other recruits may address such complaint directly to the Recruit Coordinator or Academy Commanding Officer.

(c) **Involuntary Separation.** A recruit may be terminated by the agency upon recommendation of the Commanding Officer of the Academy for any of the following reasons:

(1) Inability to meet the minimum physical requirements during training.

(2) Mental or physical inability to participate in any portion of the training process.

(3) Failure to maintain minimum academic standards as prescribed in the Academy Rules and Regulations.

(4) Failure to conform to any Rules, Regulations, Orders or Directives of the State Police Department or Academy.

(5) Unsatisfactory evaluation of recruit's suitability for police work.

Absence from the Academy may also result in termination. Prior to an involuntary termination, the recruit will be entitled to an opportunity to discuss his/her case with the Recruit Termination Board. The board will consist of three members appointed by the State Police Commander. The Board will periodically provide the Union with a list of its completed cases, consisting of the name of the recruit, the date of the meeting and the disposition.

(d) Recruits will not have access to the grievance or arbitration process while enrolled at the Academy. After graduation, their rights will be prescribed by this Contract.

(e) The language of the following Articles of this Contract are applicable to trainees while at the Academy: Preamble; Article 1 - Recognition; Article 2 - Entire Agreement (excluding the last paragraph); Article 3 - Non-Discrimination; Article 4 - No Strikes - No Lockouts; Article 5 - Management Rights; Article 6 - Union Security; Article 11 - Working Test Period; Article 35 - Savings Clause; and Article 36 - Supersedence. Thereafter the entire Contract is applicable.

ARTICLE 21
METHOD OF SALARY PAYMENT

Section One. Worker's Compensation Coverage and Payments. The Department of Administrative Services or its designee will continue to make the initial determination whether an injury or illness is or is not job-related. If the decision is that injury or illness is not job-related, the matter shall not be subject to the grievance and arbitration procedure, nor shall this Agreement in any way enlarge or diminish the rights of the parties under the Worker's Compensation laws. If the decision is that an injury or illness is job-related, the Commissioner of Public Safety or his designee(s) within the Department shall determine whether the injury or illness was incurred while performing duties as referred to in C.G.S. Section 5-142(a). A negative decision shall be subject to the grievance and arbitration procedure. The steps of the grievance procedure will be bypassed and the dispute will be submitted directly to arbitration.

The grievance and arbitration procedure shall be the exclusive procedure for resolving any such dispute, superseding any pre-existing statutory administrative hearing, appeal or review procedure.

In no event will disputes over the extent of illness or injury be subject to the grievance and arbitration procedure.

Beginning April 1, 2000 and every three (3) months thereafter the Department will supply the Union with a list of the

names of each employee injured and whether the injury was subject to the provisions of C.G.S. Sec. 5-142(a) or not.

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. The parties recognize that the present method of salary payment will change during the life of this Agreement to essentially a one check system. However, prior to such change the Department agrees to notify the Union thirty (30) days in advance of such change to enable the Union to examine said change and to offer suggestions to the Department. The Department will forward their suggestions, if any, to the Comptroller for consideration. The final decision as to the structure and implementation of this change is not diminished by the provisions and is specifically retained by the State.

Section Four. Overpayments. (a) When the employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons therefore. The employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid unless the employer and the employee agree to some other arrangement (i.e. an employee who was overpaid by \$5.00 per pay period for six months shall refund the employer at the rate of \$5.00 per pay period for six months).

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

ARTICLE 22
GROUP HEALTH INSURANCE

Section One. All group health insurance programs in effect on July 1, 1999, shall remain in effect during the term of this Agreement, subject to the actions of the Joint Committee on Health Care Cost Containment or as mutually agreed to by the parties herein.

Section Two. If at anytime during the term of this Agreement any health insurance coverage, plan or service incorporated by reference or described herein becomes unavailable or is altered by any third party not within the contemplation of this Agreement, the matter shall be referred to the Health Care Cost Containment Committee.

ARTICLE 23
PREGNANCY, MATERNAL , PATERNAL AND FAMILY LEAVE

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

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

After the period of disability, an employee may request a family (parental) leave of absence to the extent provided by existing statues and regulations, as they may be amended, and as described in Section Three.

Section Two. Up to five (5) days paid leave, deducted from sick leave, will be provided to a spouse in connection with the

birth, adoption, or taking custody of a child, or the prenatal or postnatal care of a spouse.

Section Three. Parental and Family Leave. Parental leave and family leave shall be governed by C.G.S. Section 5-248a (and any amendments) and the appurtenant regulations. The current statute and regulations are contained in Appendix C.

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.

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 period in excess of that described in the request for such leave or the statutory maximum.

Holidays which occur during the period covered by the leave provisions of C.G.S. Sec. 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 current practice.

ARTICLE 24 BID SHIFT

The Connecticut State Police Department agrees to continue to operate under a mandatory bid shift schedule as detailed in this Article. The bid shift will allow Troopers and Sergeants to bid according to seniority for a shift preference. Thus, officers will bid for their desired shift preference according to seniority except as provided for by other sections of this Article.

Section One. Officers Affected. Bid shift will involve uniform patrol Troopers and Sergeants, Troopers and Sergeants assigned to Troop W, whether uniform or not. Sergeants shall be covered by the bid shift when their number at a Troop is six (6)

or greater, excluding Sergeants whose primary responsibility is in the Resident Trooper Program otherwise, when the number of Sergeants falls below six (6) at a Troop, Sergeants must work out their own shift assignments in a manner acceptable to management. Master Sergeants are not covered by this Article. When an officer bids for the bid shift, that election shall be irrevocable once the schedule is posted and for the entire 112 day cycle unless management allows otherwise.

Section Two. Bidding Forms. Bidding will be done through the completion of bid forms. On the form each individual must list the first, second, third and fourth preference. Bids must be fully completed and submitted when requested prior to the start of a cycle. All officer's must submit these forms.

Section Three. Manpower Allocation. Prior to each cycle management will post at the Troop estimated manpower levels on each shift prior to the submission of the officer's bid forms.

There will be four possible options for selection. The shifts to bid upon are day, evening, midnight, or day/evening. In addition, management may set up such other tactical shifts as it deems necessary. Officers will bid by seniority for these tactical shifts as they would any other shift.

Management retains the exclusive right to determine the number of officers required to man each shift. However, if a long term vacancy occurs (officer will be off the shift for ten or more consecutive working days), then management may fill that slot by bumping another officer(s) from another shift(s).

Officers assigned to bid shift may not bid for a particular "slot" within the shift. A "slot" is defined as an officer's work schedule with specific days on and off. If a vacancy occurs within a shift at any time, that vacancy need not be filled if the shift is at or above the recommended staffing level.

Upon receipt of all officer's bid forms, management shall finalize the schedule. In order to ensure proper utilization and adequate distribution of experienced staff, management shall take

into account the following factors: e.g., seniority, training and special skills.

For any officer who would have received his/her first choice based on the application of seniority alone, but for the application of the other above-listed factors does not receive that choice, the Department will make a good faith effort to have strict seniority applied to the officer's selections during the next bid cycle.

Section Four. Vacation Leave. The selection of vacation time will be made from within the various troop shifts, not from within the troop as a whole. Vacation request forms must be submitted at the same time that bid shift selection is made.

Section Five. Holiday and Personal Leave. The selection of holiday and personal leave will remain on a first come, first served basis and seniority will only be utilized to break a tie in the case of two or more officers applying at the same time. Request for personal leave or holiday leave must pertain to time within the cycle in which the request is made. The granting and/or denial of personal or holiday leave will be made as soon as practicable, taking into account the scheduling needs of the Department.

Section Six. Trooper Trainee Exclusion. New Troopers will be excluded from the bid shift schedule to complete on-the-job training for a period of 24 months after their completion of the Field Training Officer (FTO) Program.

Section Seven. Change of Shifts. Long Term - Any Sergeant or Trooper may have his/her shift changed upon the giving of ten days notice. The notice may be oral or written. The shift assignment may be changed for any legitimate management reason including, but not limited to, operational needs, training needs, in-service training, minimum patrol, etc.

Short Term schedule changes shall be governed by Article XVII Section Nine of the State Police Contract and past practice.

Short Term Exception - Management may schedule required

in-service training without advanced notice. Additionally, if a schedule change is required, it need not be made for an entire five day workweek. However, management, when practicable, should give the ten day notice.

In-Service Training Defined - In-service training shall be defined as mandatory training required of all officers. There shall be a limit of five (5) short-term schedule changes per person in a contract year.

General - If a long term schedule change occurs, then the employee's shift will be changed for the entire five day workweek unless the employee and management mutually agree otherwise. When practicable, a rotational reverse seniority system will be utilized to handle long term assignment changes.

Section Eight. Transfers. When practicable, transfers should be made to coincide with a bid shift cycle change. However, nothing in this section shall be construed as allowing the date of a transfer(s) to be subject to the grievance and arbitration procedure. This section is merely advisory in nature.

If practicable, officers transferred prior to the close of a bidding schedule will be permitted to bid at their new Troop assignments.

Section Nine. Maintenance of Vehicle. No compensatory time off, nor overtime will be allowed for the maintenance of department vehicles. Spare cars will be utilized when maintenance is required.

Section Ten. Seniority. Seniority shall be determined according to the following criteria:

- (1) Time in rank
- (2) Time as a sworn officer
- (3) Total State service
- (4) Coin flip (new coin flip each cycle)

Section Eleven. Discipline. Bid shift can be denied or limited for disciplinary reasons subject to just cause.

Section Twelve. Administrative Denial. Bid shift can be denied or limited to an officer for administrative purposes such as reassignment to another Troop. (e.g., patrol officer must learn patrol area during daylight hours, officer has personal problems and needs to change shifts, officer needs closer supervision, etc.) This type of administrative assignment is limited to 35 working days.

Section Thirteen. Denial of Bid Shift/Evaluations. Management may deny or limit an officer the option to elect a bid shift if that officer in his/her most current service evaluation is rated "unsatisfactory" in any one or more categories or who is rated "improvement needed" in two categories.

Section Fourteen. Emergency Assignments. Bid shift personnel may be changed to another shift without the payment of overtime for emergency purposes, pursuant to the provisions of this Contract.

Section Fifteen. Exclusions to Bid Shift Seniority Provisions. Dog handlers and motorcycle riders will be assigned according to seniority outside of the normal bidding of the troop.

Section Sixteen. Resident Troopers. Resident Troopers are excluded from the bid shift program.

Section Seventeen. Health. The long term effect of steady shifts on officer's health may be the subject of future discussions via the Labor-Management Committee.

Section Eighteen. Secondary Employment. The Union and management recognize the position of a State Police Officer is demanding and as such no sworn officer shall engage in any outside employment which adversely affects on the job performance. Additionally, the union recognizes that if a problem develops, the employee must give priority to his/her job as a State Police officer.

Nothing in this agreement shall be construed as increasing or diminishing the impact of Chapter 4.9 of the Administrative and Operation Manual concerning secondary employment as such presently exists or as may be modified in the future.

Section Nineteen. Resolution of Differences. During this agreement there shall be a bid shift committee consisting of three (3) union and three (3) management representatives which shall be the exclusive forum to discuss and attempt to resolve disputes. However, nothing in this Article shall be construed as diminishing the grievance and/or arbitration rights on any matter in the contract not directly affected by this Article.

Section Twenty. This Article is not subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 25

LABOR-MANAGEMENT COMMITTEE

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

Section Two. Said Committee shall meet no less than quarterly, and shall discuss application, clarification and aberrant manifestations of terms and conditions of this Agreement as well as improvement of the parties' relationships and efficiency and increased productivity; among other matters, the Committee may propose additional matters, mutually agreed upon in Committee, which were not within the contemplation of the parties to this Agreement but deserve immediate attention or redress, subject to the provisions of Article 2 (Entire Agreement).

Section Three. The Commissioner of Public Safety will be available to meet informally with the Union President at reasonable times to discuss the problems of mutual concern.

Section Four. Auxiliary State Police. The Labor-Management Committee shall meet for the purpose of making recommendations to the Commissioner of Public Safety in the following areas:

(1) Defining the duties of auxiliaries with particular emphasis on listing the types of situations, roles, functions and duties which auxiliaries should not perform because of the level of professional police judgment and training required.

(2) Devising a uniform for auxiliaries which is plainly differentiated from that of State Police.

Section Five. Career Development. (a) The Department will attempt to notify bargaining unit personnel of career development opportunities in specialized bureaus and units within the bargaining unit before such positions are filled.

(b) The Department will cooperate through the Labor-Management Committee in developing selection criteria and standards to insure that career development opportunities in specialized bureaus and units within the bargaining unit and education training opportunities within the bargaining unit are filled on the basis of merit.

(c) (1) Whenever the Department decides to fill a vacancy in any such specialized bureau or unit (not including inter-troop transfers or intra-troop assignments), the selection shall be based on qualifications established by the Department, as, for example, efficiency, training needs, operational needs and prior experience relating to such vacancy. "Prior experience" will be determined by evaluating duties performed regardless of prior assignment (for example, in the case of filling a "detective" vacancy, regardless whether related duties were performed while assigned to a C.I. unit or otherwise assigned).

(2) If in the judgment of management all such factors are considered relatively equal, seniority will be utilized. Management's decision concerning such factors is final unless the Union can establish that Management exercised such judgment arbitrarily or capriciously. No junior employee may grieve the selection of a senior applicant.

(3) An employee selected under this subsection shall serve a probationary period not to exceed six (6) months. An employee who fails to complete the probationary period shall have the right to return to his/her previous assignment.

(4) Specialized bureaus and units presently are:

- All District C.I. Units
- All District Traffic Squads
- All Units in Bureau of Special Investigation
- All Units in Bureau of State Fire Marshal
- Community Affairs
- Emergency Services
- Research and Planning
- Information Systems
- Crimes and Traffic Analysis
- Forensic Laboratory
- Polygraph
- Resident Trooper

(d) The Department and the Union will cooperate through the Labor-Management Committee in continuing to discuss its plans for career ladder and/or departmental reorganization.

(e) The State recognizes the importance of maintaining the professional status of bargaining unit members. Therefore, personnel of other bargaining units, whether "sworn" or not, are not considered as "State Police Officers" and are not considered to have accrued service as "State Police Officers."

(f) **Cooperative Policing.** Selection of officers to cooperative policing assignments at each Troop will

normally be from the then current roster of officers assigned to that Troop.

The Trooper Commander of each Troop shall exercise his/her discretion in selecting said officers based on criteria designed to select the officer best able to fill the needs of the position.

The selection process for cooperative policing assignments will be a continuing topic of discussion at labor-management meetings during the term of the contract.

Section Six. Staffing Problems. The Labor-Management Committee shall be used for continuing discussion between the Department and the Union concerning departmental staffing problems. A representative of the Office of Policy and Management shall be an ex-officio member of the Labor-Management Committee for the purposes of discussion under this Section.

Section Seven. Specific safety concerns including the impact of the Employer's manning decisions of employees safety shall be addressed by the parties within the framework of the Labor-Management Committee.

ARTICLE 26 INDEMNIFICATION

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

ARTICLE 27 SAFETY AND RELATED WORKING CONDITIONS

Section One. Health and Safety Standards. The Employer acknowledges its duty to comply with all health and safety rules and regulations which pertain to employees of the

State Police Department. The Employer is receptive to recommendations from employees, through the Union, concerning ways by which good safety practices can be promoted. Employees, too, recognize their obligation to report safety defects and otherwise to cooperate fully in the maintenance of equipment and facilities. The Employer will continue to (1) maintain adequate heating and ventilation at each troop and (2) provide adequate security for personnel and possessions at each State Police facility.

Section Two. The Union may submit to the Commissioner of Public Safety any recommendations, with supporting data, concerning vehicles, arms, munitions, or other equipment.

ARTICLE 28
VACATIONS

Section One. (a) For employees on the payroll June 30, 1977, the present vacation schedule shall remain in force, except that employees who have completed 20 years of service shall earn paid vacation credits at the rate of 1-2/3 work days for each completed calendar month of service. For employees hired on or after July 1, 1977, the following vacation leave shall apply:

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

(b) On and after January 1, 1979, no employee will carry over without agency permission more than 10 days of vacation leave to the next year. For employees hired on and before June 30, 1977, the maximum accumulation of vacation leave shall be 120 days. For employees hired on and after July 1, 1977, the maximum vacation accumulation shall be 60 days and the maximum carryover 5 days per annum.

Section Two. Vacation Selection. Vacation leave shall be selected on a rank-by-rank basis within each troop, and for employees who are not assigned to a troop, on the rank-by-rank

basis within each division or recognized work unit. Conflicting leave requests with each rank, not to exceed annual accrual, will be resolved in favor of the employee with greater seniority in rank, excluding war service, by such scheduling adjustments as the Commanding Officer deems necessary.

Employees who receive Military Leave during the prime vacation period (May 1-September 30) shall be considered to have exercised their seniority rights under this section consistent with existing practice; except that employees who receive no more than 15 days annual Military Training during the Prime Vacation period shall ordinarily be permitted to select 5 consecutive days of vacation according to seniority.

ARTICLE 29

OFF-DUTY USE OF STATE VEHICLES

Section One. During the life of this Agreement, the Employer shall continue to permit the use of assigned vehicles while off-duty subject to those rules, regulations, and orders promulgated by the Commissioner of Public Safety and existing prior to the signature date of this Agreement.

Section Two. The Department will continue to provide the associated costs for vehicle maintenance consistent with past practice.

ARTICLE 30

HOLIDAYS

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

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

Celebrated on days as determined annually by the State Personnel Department.

Section Two. Employees regularly scheduled to work on a holiday and who work as scheduled shall continue to receive their regular pay for the holiday plus either extra pay at straight time or compensatory time off for all such holidays worked, subject to the provisions of Article 17, Section Seven. Employees not regularly scheduled to work on a holiday shall continue to receive compensatory time off and not cash for a holiday falling on a scheduled work day.

Section Three. Whenever a holiday falls on an employee's scheduled day off, he will receive a compensatory day off. An employee who is called in on a holiday shall, if otherwise eligible, receive overtime at the applicable rate.

ARTICLE 31 RETIREMENT

Retirement is a subject in another agreement. Retirement is not part of this Agreement.

ARTICLE 32 SICK LEAVE, PERSONAL LEAVE, OR OTHER PAID OR UNPAID LEAVE OF ABSENCES

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

Section Two. Sick Leave Bank. (a) A sick leave bank is established for use by bargaining unit employees who have completed their probationary period, have exhausted their own sick leave, and who have established that they are suffering from a serious continuing illness or injury not job-related.

(b) If the sick leave bank is exhausted prior to the expiration of this Agreement, the parties shall take necessary action,

through the Labor-Management Committee, to replenish the Bank.

(c) The Sick Leave Bank Committee (SLBC) composed of an equal number of labor and management representatives shall determine the eligibility for the use of the bank and the amount of leave to be granted, provided the following criteria are met.

i. Completion of probationary period.

ii. Used up all his sick leave.

iii. Consecutive absence on account of illness or injury is likely to continue in the future.

iv. Adequate medical evidence that the illness or injury is likely to continue in the future.

v. Adequate medical evidence that he will likely return to full-time police work without any limitation of function or disability. In no event will the sick leave bank be used to postpone disability retirement.

vi. No prior record of sick leave abuse for which the employee has been disciplined on or after July 1, 1985.

Special exceptions to subsection i., iii., and vi. may be granted at the discretion of the SLBC if the other criteria are met.

Section Three. Sick leave bank days will not be used to supplement worker's compensation payments.

Section Four. Unused sick leave bank time shall be carried over from year to year.

ARTICLE 33 MISCELLANEOUS

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

Section Two. Except where varied in this Agreement, the State will continue in force its written rules and regulations with

reference to eligibility for meals or reimbursement therefore, death benefits and uniform allowance.

Section Three. During the life of this Agreement, the State will not increase the cost to employees for uniforms and equipment.

Section Four. References in this Agreement to "rules and regulations" refer to the "Blue Book" Regulations of the Personnel Policy Board as amended from time to time prior to the date of signing this Agreement, including all applicable General Letters and Q-Items.

Section Five. If a court appearance arises out of or is requested by or on behalf of the State, the employee shall be paid for such time and if the employee's presence is required beyond his or her normal work day, such time shall be paid in accordance with the overtime provisions of this Agreement.

Section Six. Military Leave. The present military leave policy shall remain in force except that paid leave for military call-ups shall be limited to unscheduled emergencies.

Section Seven. The State shall provide uninsured / underinsured coverage for the State Fleet Insurance of \$1,000,000.

Section Eight. The current Standard State Travel Regulations shall govern out-of-state travel except for meal reimbursements which shall be:

| | |
|-----------|---------|
| Breakfast | \$ 6.00 |
| Lunch | 8.00 |
| Dinner | 18.00 |

In such instances of out-of-state travel employees shall not put in for meal allowance as permitted by Article 19 of this Agreement.

Section Nine. 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 (\$50,000.00) may be purchased by any employee in the bargaining unit. The state comptroller shall deduct the necessary amount from the employee's pay and shall pay the premiums on such policy or policies. Any dividend 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 of Section 5-257(d) of the Connecticut General Statutes.

Section Ten. (a). There shall continue to be a joint labor-management committee composed of two representatives designated by labor and two representatives designated by management. A chairman of the committee will be selected by the labor and management representatives if either side requests. The Committee shall have authority to dispense funds allocated to the committee under this contract subject only to government purchasing regulations.

- (b) the Committee shall recommend to the Commissioner of Public Safety other measures it feels necessary to accomplish its goals of eliminating and/or reducing stress among the officers.
- (c) The sum of \$53,354 currently in the 1999-2000 Department of Public Safety budget for the management of occupational stress is referentially included in this Agreement commencing with the 1999-2000 contract year. The sum of \$53,354 will be provided in each of the contract years in this Agreement. Unexpended funds may be carried over from year to year, however, such funds shall not carry over beyond June 30, 2004.

ARTICLE 34
LEGISLATIVE ACTION

The cost items contained in this Agreement and the provisions of this Agreement which newly supersede pre-existing statutes shall not become effective unless or until legislative approval has been granted pursuant to C.G.S. Section 5-278. 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 35
SAVINGS CLAUSE

Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction, at the request of either party negotiations shall commence solely on any such provision which is a mandatory subject of bargaining. Article 2 notwithstanding; provided, however, negotiations shall not be required during the pendency of any appeal unless the particular provision is no longer being implemented.

ARTICLE 36
SUPERSEDEENCE

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

ARTICLE 37

DURATION OF AGREEMENT AND NEGOTIATION REOPENERS

This Agreement covers the period July 1, 1999 to June 30, 2004. Language changes herein shall become effective upon legislative approval unless stated to the contrary.

The parties agree to reopen this Agreement under the provisions of C.G.S. Section 5-276a to bargain over the following two specific issues:

1. Commencing August 1, 2000, the parties shall begin negotiations regarding a contractual employee drug testing provision;
2. Commencing on/or about August 1, 2002, the parties shall begin negotiations regarding the contractual inclusion of an education incentive provision. If such a provision is either negotiated or awarded as a result of interest arbitration the parties agree the effective date of any education incentive will not be until at least the 2003-2004 contract year.

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

APPENDIX A
STATE POLICE LONGEVITY SCHEDULE

| | 10 YEARS | 15 YEARS | 20 YEARS | 25 YEARS |
|--------------------------------|---------------------|---------------------|---------------------|---------------------|
| Trooper | 103.25 | 206.50 | 309.75 | 413.00 |
| Trooper First Class | 109.00 | 218.00 | 327.00 | 436.00 |
| Sergeant | 114.75 | 229.50 | 344.25 | 459.00 |
| Master Sergeant | 131.25 | 262.50 | 393.75 | 525.00 |

APPENDIX B
ADDITIONAL UNDERSTANDING
ZERO TOLERANCE POLICY

This policy is to ensure that State Police officers drive their cruisers as safely as possible.

A. General Statement of Policy

Pursuant to Sections 14-227a and 14-227b of the Connecticut General Statutes, no officer shall operate a state vehicle while under the influence of liquor or drugs. Furthermore, it is the policy of our department that officers maintain a zero percent ratio of alcohol or drugs in their blood while operating a state vehicle, except as otherwise provided.

B. On Duty

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

(a) The employee is consuming alcohol or drugs.

(b) The employee has alcohol or drugs in his or her system.

C. Off Duty

While off duty all officers will be subject to all motor vehicle laws of the State of Connecticut and each officer will strive to act as an example for the citizens of Connecticut.

D. Exceptions to this policy are that it shall not apply to the legal use of prescription drugs or over the counter medication being taken for any illness or sickness.

E. When off duty and called to duty each officer shall disclose to his/her immediate supervisor any aspect of their condition which may potentially place them in violation of this policy. The decision on whether to proceed to duty will be made by the supervisor.

APPENDIX C
FAMILY AND MEDICAL LEAVE FROM EMPLOYMENT

(REGULATIONS REFERENCED IN ARTICLE 23, SECTION THREE)

(a) Each permanent employee, as defined in subsection (s) of section 1-196, shall be entitled to the following: (1) A maximum of twenty-four weeks of family leave of absence within any two-year period upon the birth or adoption of a child of such employee, or upon the serious illness of a child, spouse or parent of such employee; and (2) a maximum of twenty-four weeks of medical leave of absence within any two-year period upon the serious illness of such employee. Any such leave of absence shall be without pay. Upon the expiration of any such leave of absence, the employee shall be entitled (A) to return to the employee's original job from which the leave of absence was provided or, if not available, to an equivalent position with equivalent pay, except that in the case of a medical leave, if the employee is medically unable to perform the employee's original job upon the expiration of such leave the personnel division of the department of administrative services shall endeavor to find other suitable work for such employee in state service, and (B) to all accumulated seniority, retirement fringe benefit and other service credits the employee had at the commencement of such leave. Such service credits shall not accrue during the period of the leave of absence.

(b) The leave of absence benefits granted by this section shall be in addition to any other paid leave benefits and benefits provided under subdivision (7) of subsection (a) of section 46a-60 which are otherwise available to the employee.

(c) Any permanent employee who requests a medical leave of absence due to the employee's serious illness or a family leave of absence due to the serious illness of a child, spouse or parent pursuant to subsection (a) of this section shall

be required by the employee's appointing authority, prior to the inception of such leave, to provide sufficient written certification from the physician of such employee, child spouse or parent of the nature of such illness and its probable duration. For the purposes of this section, "serious illness" means an illness, injury, impairment or physical or mental condition that involves (1) inpatient care in a hospital, hospice or residential care facility or (2) continuing treatment or continuing supervision by a health care provider.

(d) Any permanent employee who requests a family leave of absence pursuant to subsection (a) of this section shall submit to the employee's appointing authority, prior to the inception of such leave, a signed statement of the employee's intent to return to the employee's position instate service upon the termination of such leave.

(e) Notwithstanding the provisions of subsection (b) of section 38a-554, the state shall pay for the continuation of health insurance benefits for the employee during any leave of absence taken pursuant to this section. In order to continue any other health insurance coverages during such leave, the employee shall contribute that portion of the premium the employee would have been required to contribute had the employee remained an active employee during the leave period.

(f) On or before July 1, 1989, and annually thereafter, the commissioner of administrative services shall report to the general assembly on the extent of use by permanent employees of leaves of absence pursuant to this section in the preceding twelve-month period, and the impact of such use on state employment. The commissioner shall gather necessary information for such reports in accordance with regulations adopted pursuant to section 5-248b.

5-248b. Regulations. Family and medical leave from employment.

On or before July 1, 1988, the commissioner of administrative services shall adopt regulations, in accordance with the provisions of chapter 54 which establish procedures and guidelines necessary to implement the provisions of section 5-248a, including but not limited to procedures for the periodic reporting by state agencies to the commissioner of their current experience with leaves of absence taken pursuant to said section. Such regulations may be adopted by the commissioner prior to July 1, 1988, but may not take effect prior to that date.

Sec. 5-248b-1. Definitions

(a) **Family Leave** means an unpaid leave not exceeding a maximum of twenty-four weeks in any two year period granted upon the birth or adoption of a child by an employee, or upon the serious illness of a child, spouse or parent of an employee.

(b) **Medical Leave** means an unpaid leave of absence not exceeding a maximum of twenty-four weeks in any two year period granted upon the serious illness of an employee in addition to existing sick leave benefits.

(c) **Permanent Employee** means an employee holding a position in the classified service under a permanent appointment or an employee holding a position in the unclassified service who has served in such a position for a period of more than six months, except employees in positions funded in whole or in part by the federal government as part of any public service employment program, on the job training program or work experience program.

(d) **Serious Illness** means an illness, injury, impairment or physical or mental condition that involves (1) inpatient care in a hospital, hospice or residential care facility or (2) continuing treatment or continuing supervision by a health care provider.

Sec. 5-248b-2. Procedures for family and medical leave

(a) Any permanent employee seeking a family or medical leave of absence without pay from state service shall submit a request to the appointing authority who shall review this request promptly for conformance with the requirements of Public Act 87-291 and these regulations. The appointing authority shall notify the Commissioner of Administrative Services of action taken.

(b) Family or medical leave shall be for the period of time granted and shall not exceed twenty-four weeks over a two year period. The two year period shall begin with the first day of the family or medical leave and end two years after that date. Any requests for extensions must be submitted and approved in the same manner as the initial request and reported to the Commissioner of Administrative Services.

(c) The position of the employee shall be held for the duration of the leave except that the appointing authority may fill a vacancy created by a leave of absence without pay on a durational basis if the position is being held without the necessity of creating an additional position.

(d) Upon the expiration of the leave of absence, the employee shall be entitled to all accumulated seniority, retirement, fringe benefits and other service credits which the employee had at the commencement of such leave. Such service credits shall not accrue during the period of the leave of absence.

Sec. 5-248b-3. Family leave--birth

(a) A request to the appointing authority for parental leave for the birth of a child shall include:

(1) A statement of the need for absence from work, the beginning and ending dates of the leave desired and a statement of the intent to return to work upon completion of the leave.

Sec. 5-248b-4. Family leave--adoption

(a) A request to the appointing authority for family leave for the adoption of a child shall include:

(1) A letter from the adoption agency establishing the date of adoption. Early submission may be made upon receipt of notification of impending adoption to be effective on the actual date of adoption.

(2) A statement of the need for absence from work, the beginning and ending dates of the leave desired and a statement of intent to return to work upon completion of the leave.

Sec. 5-248b-5. Family leave--serious illness of child

(a) A request to the appointing authority for a family leave to care for a seriously ill child shall include:

(1) A statement of need of absence from work to care for the child, the beginning and anticipated ending dates of the leave desired and a statement of intent to return to work upon completion of the leave.

(2) A physician's statement of diagnosis and prognosis.

(b) Family Leave for illness of children in the employee's family may not exceed twenty-four (24) weeks in a two (2) year period regardless of the number of children in the family.

Sec. 5-248b-6. Family leave--serious illness of spouse or parent

(a) A request to the appointing authority for leave to care for seriously ill spouse or parent shall include:

(1) A statement of the need of absence from work to care for the spouse or parent, the beginning and anticipated ending dates of the leave desired and a statement of intent to return to work upon completion of the leave.

(2) A physician's statement of diagnosis of the spouse or parent, certification that the medical condition of the spouse or parent is a serious illness as defined in Section 1 of these

regulations, and an estimate of the anticipated length of the serious illness of the employee's spouse or parent.

Sec. 5-248b-7. Medical leave--serious illness of employee

(a) Requests for medical leave because of serious illness of the employee shall include:

(1) The beginning and anticipated ending dates of the leave desired and a statement of the intent to return to work upon completion of the leave if medically able.

(2) A physician's statement of the diagnosis and prognosis of the employee's illness and an estimate of the anticipated period of the illness.

(b) The appointing authority may seek the advice of Health Services for State Employees for verification and/or interpretation of the physician's statements as needed for review of the request for unpaid medical leave.

Sec. 5-248b-8. Return of employees following leave

(a) Upon expiration of the leave of absence, the employee shall be entitled to return to the position in state service which the employee held at the time the employee commenced the leave of absence or, if that position is unavailable, to an equivalent position with equivalent pay.

(b) The Personnel Division of the Department of Administrative Services shall endeavor to find other suitable work in state service for an employee who is medically unable to perform the duties of the position in state service which the employee held at the commencement of the leave of absence.

Sec. 5-248b-9. Reporting of family and medical leave use

(a) On or before April 1st of each year, each appointing authority shall submit a report to the Commissioner of Administrative Services setting forth:

(1) The number of family and medical leaves granted and their duration.

(2) The number of family and medical leaves denied and the reasons for denial.

(3) An assessment of the impact of family and medical leave use on the work of the department, including use of overtime, replacements and other relevant information.

(b) On or before July 1 of each year, the Commissioner of Administrative Services shall report to the General Assembly on the extent of use of leaves of absence, and the impact of such use on state employment.

APPENDIX D

(REGULATIONS REFERENCED IN ARTICLE 32, SECTION ONE)

SICK LEAVE

Sec. 5-247-1. Sick leave

(a) Except as otherwise provided by statute, all employees in state service shall accrue sick leave for continuous service from the date of initial employment but are not credited with or eligible to use it until such time as they are employed in a permanent position.

Sec. 5-247-2. Rate of accrual

(a) Sick leave accrues at the rate of one and one-quarter working days per completed calendar month of continuous full-time service, which may be computed on an hourly basis, including authorized leave with pay provided that:

(1) such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee on the completion of the calendar month;

(2) an eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records;

(3) no such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than three working days;

(4) sick leave shall accrue for the first twelve months in which an employee is receiving compensation benefits in accordance with section 5-142 or 5-143 of the General Statutes.

Sec. 5-247-3. Granting sick leave

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

Sec. 5-247-4. Basis for eligibility

(a) An eligible employee shall be granted sick leave

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

(2) in the event of death in the immediate family when as much as three working days leave with pay shall be granted. Immediate family means husband, wife, father, mother, sister, brother, or child, and also any relative who is domiciled in the employee's household;

(3) in the event of critical illness or severe injury to a member of the immediate family creating an emergency, provided that not more than three days of sick leave per calendar year shall be granted therefor;

(4) for going to, attending, and returning from funerals of persons other than members of the immediate family, if permission is requested and approved in advance by the

appointing authority and provided that not more than three days of sick leave per calendar year shall be granted therefor.

Sec. 5-247-5. Advance sick leave

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

(1) The length of state service of the employee;

(2) The classification of the employee;

(3) The sick leave record of the employee for the current and for the four preceding calendar years;

(4) A medical certificate which shall be on the prescribed form and which shall include the nature of the illness, the prognosis, and the probable date when the employee will return to work.

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

(c) Any such advanced sick leave as may be granted by the Commissioner of Administrative Services shall be repaid by a charge against such sick leave as the employee may subsequently accrue. No repayment of advanced sick leave shall be required until the employee has first accrued five days of sick leave following his return to duty.

Sec. 5-247-6. Extended sick leave

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

Sec. 5-247-7. Sickness when on vacation

If an employee is sick while on annual vacation leave the time shall be charged against accrued sick leave if supported by a medical certificate filed with the appointing authority.

Sec. 5-247-8. Holidays occurring when on sick leave

A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave. When a full day off is granted by the act of the Governor, an employee on sick leave shall not be charged as being on sick leave.

Sec. 5-247-9. Effect of layoff on accrued sick leave

An employee laid off shall retain accrued sick leave to his credit provided he returns to state service on a permanent basis.

Sec. 5-247-10. Reemployment

An employee who has resigned from state service in good standing and who is reemployed within one year from the effective date of his resignation shall retain sick leave accrued to his credit as of the effective date of his resignation.

Sec. 5-247-11. Medical certificate

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

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

(2) to support request for sick leave of any duration during annual vacation;

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

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

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

Sec. 5-247-12. Records

All sick leave shall be recorded in the attendance records of the appointing authority. Such records shall reflect the current amount of accrued leave, the amount and dates when leave was taken, and the current balance available to each employee. The records shall be subject to review by the Commissioner of Administrative Services and said records shall be available at reasonable times to the employee concerned.

APPENDIX E UNDERSTANDINGS

"HCP AND OPA" OVERTIME ASSIGNMENTS

In instances when a "HCP" or "OPA" overtime shift assignment immediately precedes or follows a normal duty shift both assignments shall be administered independent from the other for purposes of meal allowance determination.

One assignment shall not be a limiting factor on the other assignment.

As an example:

A full shift "HCP" assignment immediately following a normal duty shift shall result in full meal allowance for each shift.

The four (4) meal limitation applicable to "HCP" and "OPA" assignments during a day and the same limitation applicable to a regular duty and/or overtime shift during a day shall not be applicable to a day in which an employee works both types of assignments as described above.

Additionally, no personnel shall work:

(a) More than two (2) regular day leaves during a work week.

(b) More than 18 hours in any 24 hour period.

(c) These restrictions may be waived with the permission of the commanding officer of his designee.

APPENDIX F
LETTER OF CLARIFICATION

RE: ARTICLE 15. SECTION SEVEN (A)

1. The Agency recognizes that in accordance with NLRB V. Weingarten, 420 U.S. 251 (1975), and Article 15, Section Seven (a) of the NP-1 Contract, employees who believe that an interview could lead to possible discipline are permitted to be accompanied by a Union steward, Union representative or other bargaining unit employee of his or her choice during an investigative interview.

2. If a Union steward, Union representative or other bargaining unit employee of the employee's choice is unavailable for the investigative interview, the investigative interview shall be scheduled so as to give the employee an opportunity to have the representative of his/her choice available, so long as the selection of a Union steward,

representative or other bargaining unit employee does not cause undue delay or hardship.

**APPENDIX G
STIPULATION REGARDING**

ELIGIBILITY FOR NIGHT SHIFT DIFFERENTIAL

The Connecticut State Police Union and the State of Connecticut, Department of Public Safety, division of State Police, agree to the following guidelines and statements of purpose, in order to resolve unanticipated disputes which may arise concerning eligibility for shift differential after the execution of this agreement.

As a general rule, the shift differential payment is for all employees in the NP-1 bargaining unit and for those tours of duty which begin after 1400 hours and before 0600 hours. In such cases, employees are paid for the entire shift. Shift differential is paid for the inconvenience and disruption due to performing work outside of normal working hours.

The following examples have been discussed and the parties agree to the following:

1. The Trooper works a regular day shift at the Troop from 0700-1630 hours. There would be no shift differential.

The Trooper comes in at 0500 hours and works until 1630 hours. The whole shift would be shift differential and it would also be approximately two hours of overtime shift differential.

2. The Trooper starts at 0700 hours and works until 2000 hours, with a half hour for meal break. There would be no shift differential.

3. The Trooper starts at 0700 hours and works until 1630 hours. He/she then has an hour or so break, goes home and gets called back in at 1800 hours and works until 2400 hours. There would be overtime shift differential.

4. The Trooper is off. He/she is called in at 0500 hours and works until 1100 hours. There would be overtime shift differential in this situation.

5. The Trooper is working the evening shift and works 1500-2330 hours. There would be shift differential for the entire shift.

6. The Trooper generally works evenings, 1500-2330 hours. He/she is called in at 1300 hours and worked until 2330 hours. No overtime shift differential or shift differential before 1400 hours, but OT shift differential for 1 hours, (1400-1500) and regular shift differential for the rest of the shift.

7. The Trooper is off and is called into work at 1300 hours and works until 2200 hours, nine hours. There would be no shift differential payment from 1300 - 1400 hours. From 1400 - 2200 hours, shift differential at the overtime rate would be paid.

(a) The Trooper is off and is called into work at 0700 hours and works until 2200 hours. There would be no shift differential from 0700-1400 hours. From 1400-2200 hours, shift differential at the overtime rate would be paid.

8. The Trooper is off and gets called in at 1800 hours and works until 0100 hours. The Trooper is paid overtime and shift differential overtime.

9. The Trooper is working midnight's and starts at 2230 hours, but works and extended shift until 1100 hours. Overtime shift differential for the period of time extending beyond his/her midnight shift differential would be paid. He/she would get shift differential for the extended overtime hours.

10. The Trooper is off and works a 5/2, 4/3 schedule and works 0800 - 1730 hours. There is no shift differential, just overtime. Now the same Trooper is off, but gets called in at 0500 hours and works until 1730 hours. Again, he/she receives overtime and also overtime shift differential.

If, after the signing of this agreement, a dispute or disputes arise concerning eligibility for shift differential payment, the parties shall meet to attempt to resolve the issues consistent with this document.

**APPENDIX H
SUPERSEDEENCE**

**STATE POLICE (NP-1) AGREEMENT
Effective 7/1/99 - 6/30/04**

| PROVISION | CONTRACT REFERENCE | STATUTE OR REGULATION AMENDED |
|--|-------------------------------|--|
| C.G.S. 29-5f elimination of appointment seniority in higher rank. | Article 12 | C.G.S. 29-5f |
| Single annual increment anniversary date for each academy class. | Article 12 Article 20 | |
| Grievance and arbitration procedure privacy | Article 14 | C.G.S. 1-200 et seq |
| Pay increases: General Wage Annual increment Increment adjustments (SP-1) | Article 19, Section One | C.G.S. 5-200(l)(n) |
| Meal allowance increase | Article 19, Section Two | C.G.S. 29-4; Dept Rules & Regulations |
| Off-duty canine care hourly rate increase | Article 19, Section Eleven | |

The above listing does not include previous supersedence appendices from prior contract periods although not printed herein such remain applicable.

CONNECTICUT STATE POLICE UNION APPENDIX I

PAY PLANS

| | | |
|-----|-------------|--------------------------------|
| I-1 | SP Pay Plan | Effective 6-15-99 to 1-13-2000 |
| I-2 | SP Pay Plan | Effective January 14, 2000 |
| I-3 | SP Pay Plan | Effective June 30, 2000 |
| I-4 | SP Pay Plan | Effective June 29, 2001 |
| I-5 | SP Pay Plan | Effective June 28, 2002 |
| I-6 | SP Pay Plan | Effective June 27, 2003 |

**CONNECTICUT STATE POLICE UNION
BARGAINING COMMITTEE**

Kevin McGurk, Chairman
Trooper First Class, Fire Marshall's Office

John Bement
Trooper First Class, Resident Trooper, Barkhamsted

William Bowyer
Trooper First Class, Resident Trooper, North Stonington

Jay Hall
Trooper First Class, Troop H

John Kolosky
Master Sergeant, Trooper W

David LeBlanc
Trooper First Class, Eastern District, Major Crime Squad

Joseph Skibek
Sergeant, Troop I

Jeremiah McGuire
Labor Agent

Attorney Robert J. Krzys
Chief Negotiator

**STATE OF CONNECTICUT
BARGAINING TEAM**

STATE POLICE

Timothy Barry
Lieutenant Colonel

Peter Warren
Captain

Joseph Davis
Captain

Gregory Senick
Captain

Lawrence Gibeault
Lieutenant

Steven Fields
Lieutenant

John Butula
Lieutenant

Cathy Simpson

OFFICE OF LABOR RELATIONS

John A. Nord, Jr.
Chief Negotiator