

CONTRACT

BETWEEN

STATE OF CONNECTICUT

AND

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

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

EFFECTIVE JULY 1, 2002 EXPIRING JUNE 30, 2006

TABLE OF CONTENTS

Preamble.....	1
Article 1	
Recognition.....	1
Article 2	
Entire Agreement	2
Article 3	3
Temporary, Durational, Provisional And Permanent Part-Time Employees.....	3
Article 4	
No Strikes - No Lockouts	5
Article 5	
Management Rights.....	6
Article 6	
Union Security And Payroll Deductions.....	7
Article 7	
Union Rights	8
Article 8	
Personnel Records	13
Article 9	
Service Ratings.....	15
Article 10	
Training.....	16
Article 11	
Working Test Period	17
Article 12	
Seniority	19
Article 13	
Order Of Layoff And Reemployment.....	20
Article 14	
Transfers	24
Article 15	
Grievance Procedure.....	26
Article 15a	
Reclassification Grievances	31
Article 16	
Dismissal, Suspension, Demotion Or Other Discipline.....	32
Article 17	
Hours Of Work And Work Schedules	35
Article 18	
Overtime.....	38
Article 19	
Non-Discrimination	41

Article 20	
Contracting Out.....	42
Article 21	
Labor-Management Committee	43
Article 22	
Safety	44
Article 23	
Indemnification.....	45
Article 24	
Pregnancy, Maternal And Parental Leave	46
Article 25	
Civil Leave And Jury Duty	47
Article 26	
Military Leave.....	48
Article 27	
Holidays	48
Article 28	
Vacations	50
Article 29	
Sick Leave.....	51
Article 30	
Personal Leave	56
Article 31	
Compensation.....	57
Article 32	
Temporary Service In A Higher Class.....	60
Article 33	
Class Reevaluations	61
Article 34	
Group Health Insurance	62
Article 35	
Retirement.....	62
Article 36	
Work Related Disabilities	63
Article 37	
Hazardous Duty	63
Article 38	
Uniforms And Equipment.....	64
Article 39	
Travel Reimbursements	64
Article 40	
Printing Of Agreement.....	66

Article 41	
Miscellaneous	66
Article 42	
Supersedence	67
Article 43	
Legislative Action	68
Article 44	
Savings Clause	69
Article 45	
Tuition Reimbursement	69
Article 46	
Conference And Workshop Funds.....	70
Article 47	
Standby Program.....	72
Article 48	
Past Practices	76
Article 49	
Duration Of Agreement	76
Memorandum Of Understanding.....	76
Memorandum Of Understanding.....	76
Memorandum Of Understanding.....	78
Supplemental Letter Of Agreement State Of Connecticut And AFSCME Council #4 Re: Certified Part-Time Permanent And Certified Part-Time Interpreters Of The Commission On The Deaf And Hearing Impaired.....	79
Stipulated Agreement Between The State Of Connecticut Department Of Children And Families (Dcf) Hotline Division And AFSCME Council 4 Social And Human Services (P-2 Bargaining Unit	85
Memoradum Of Understanding.....	86
Memorandum Of Understanding Department Of Labor Job Fairs	87
Memorandum Of Understanding Dss-Protective Services Elderly Program.....	88
Memorandum Of Understanding.....	90
Memorandum Of Understanding.....	91
Memorandum Of Understanding.....	92
Supersedence Appendix	94
Statutes And Regulations Amended.....	94
Memorandum Of Agreement Between The State Of Connecticut And State Employees Bargaining Coalition P-2 Unit Classifications American Federation Of State, County And Municipal Employees State Of Connecticut	96

Longevity	
Semi-Annual Payment.....	100
Memorandum of Understanding	
Implementation Of Increased Workweek	102
Memorandum Of Understanding.....	104
Stipulated Agreement.....	104
Appendix A	
Excerpts From Scope & State Agreement	105
State Of Connecticut Bargaining Team.....	113
Afscme Council 4 Bargaining Team.....	114
P-2 Pay Plans.....	115

PREAMBLE

STATE OF CONNECTICUT, acting by and through the Office of Labor Relations, hereinafter called the "State" or the "Employer", and Locals 269, 714 and 2663 of Council # 4, **AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**, hereinafter called "AFSCME" or the "Union", hereby agree as follows:

ARTICLE 1 RECOGNITION

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 ENTIRE AGREEMENT

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to

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

ARTICLE 3

TEMPORARY, DURATIONAL, PROVISIONAL AND PERMANENT PART-TIME EMPLOYEES

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

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

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

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

(3) Holiday benefits in accordance with Article 27.

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

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

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

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

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

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

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

(3) Holiday benefits in accordance with Article 27.

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

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

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

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

Section Three. Provisional Employees. Provisional employees, as defined in Article 1, are subject to the requirements of the merit system in all respects, including but not limited to, certification from an examination list and completion of the working test period. Permanent appointment is contingent upon meeting all said requirements, and failure to do so will result in termination without right of appeal. In other respects, such a provisional employee is subject to the provisions of this Agreement and may utilize all benefits as if initially appointed as a permanent employee.

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

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

Section Four. Permanent Part-time Employees. Permanent part-time employees will receive wages and fringe benefits on a pro-rata basis in accordance with existing practice.

ARTICLE 4

NO STRIKES - NO LOCKOUTS

Section One. Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slowdown, concerted

withholding of services, sickout, or any interference with the mission of any State agency. This Article shall be deemed to prohibit the agreed concerted boycott or refusal of overtime work but shall be interpreted consistent with the provisions of Article 18 on distribution and assignment of overtime work.

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

Section Three. The Employer agrees that during the life of this Agreement there shall be no lockout.

ARTICLE 5 MANAGEMENT RIGHTS

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

ARTICLE 6

UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. An employee retains the freedom of choice whether or not to become or remain a member of the Union.

Section Two. Union dues and initiation fees shall be deducted by the Employer biweekly from the paycheck of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance. Such written request shall be submitted to the agency payroll office with a copy to the Union.

Section Three. Payroll deduction of union dues shall be exclusive to the benefit of AFSCME, AFL-CIO, Council # 4, Locals 269, 714 and 2663, for persons covered by this Agreement.

Section Four. An employee who fails to become a member of the Union or whose membership is terminated for nonpayment of dues or who resigns from membership shall be required to pay to the Union an agency service fee equal in amount to the regular dues, fees and assessments that a member is charged. Agency service fees shall be deducted by the Employer biweekly from the paycheck of each employee who is required to pay such fee.

Section Five. The amount of union dues or agency service fees deducted under this Article for the designated collective bargaining agent, AFSCME Council # 4, shall be remitted to the appropriate Local Treasurer promptly after the payroll period in which such dues and fees are deducted, together with a list of the names of employees from whose salaries such deductions were made.

The State will furnish AFSCME Council #4, each month, with the names of newly hired employees, their address, social security number, classification, date of hire; names of terminated employees, date of termination; names of employees transferred, date of transfer and where transferred.

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

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

Section Eight. The Union agrees to indemnify the State for any damages or costs incurred in defense of actions taken under this Article by the State.

Section Nine. A procedure will be established by the State to allow for voluntary payroll deductions for the Union's political action organization.

ARTICLE 7 UNION RIGHTS

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

Section Two. The Union shall furnish the Employer with a list of all employee representatives (stewards) and Union staff representatives authorized to represent employees covered by this Agreement, specifying their jurisdictions, and shall maintain the currency of said list.

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

Section Three. AFSCME representatives (staff or steward assigned) shall be permitted to enter the facilities of an agency at any reasonable time for the purpose of discussing, processing or investigating filed grievances, or fulfilling the Union's role as collective bargaining agent, provided that they give telephone notice of their intended visit and, upon arrival, they immediately give notice of their presence to the supervisor in charge and do not interfere with the performance of duties.

Section Four. Role of Steward in Processing Grievances. Stewards will give notice to their immediate supervisors when they desire to leave work assignments to properly and expeditiously carry out their duties in connection with this Agreement. Permission shall be granted unless the work situation or an emergency demands otherwise. When contacting an employee, the steward will first report to and obtain permission to see the employee from his/her supervisor, and permission will be granted unless the work situation or an emergency demands otherwise. If the immediate supervisor is unavailable, permission will be requested from the next level of supervision. Requests by stewards will state the name of the employee involved, his/her location, indicating briefly the general nature of the Union business to be discussed, and the approximate time that will be needed.

Stewards thus engaged will report back to their supervisors on completion of such duties and return to their job and will suffer no loss of pay or other benefits as a result thereof.

The Union will cooperate to see that stewards confine discussion to the issues involved. Should problems develop, management will bring such to the attention of the Union.

Stewards shall not be authorized to be signatory for the local union in any agreement and/or understanding between the union and the employer.

Section Five. Bulletin Boards. The State will continue to furnish reasonable bulletin board space at each worksite which the Union may utilize for its announcements. Bulletin board space shall not be used for material that is of a partisan political nature or is inflammatory or derogatory to the State Employer or any of its officers or employees. The Union shall limit its posting of notices and bulletins to such bulletin board space.

Section Six. Access to Information. The Employer agrees to provide the Union, upon request, 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 or confidential information.

Section Seven. Union Business Leave. (a) Paid leave shall be granted in the amount of two hundred forty (240) person days per year to Union officials, Stewards, representatives or designees for attendance at Union meetings.

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

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

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

the final date of this Agreement. A copy of the request shall be provided to the employing agency.

Requests for time off under this section shall be made in writing to the Office of Labor Relations at least two (2) weeks in advance except in emergency situations.

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

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

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

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

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

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

(c) At facilities where pay phones are available, Union officers, stewards, and members shall normally make any phone calls from such phones. At facilities where such phones are not available, the Union officers, stewards or members may, if immediate action is required to resolve a question or matter within the scope of the Union's duties as exclusive representative, use the telephone facilities, subject to the reasonable discretion of management as to whether and how long the phone may be used. The Union shall reimburse the State for any long distance charges incurred.

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

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

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

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

Section Eleven. Orientation. Once a month at each agency or facility all new employees shall be released from work, if they so desire, for one hour without loss of pay to attend a Union orientation. The time and location of such orientation shall be determined by mutual agreement of the Union and the Employer.

ARTICLE 8 PERSONNEL RECORDS

Section One. An employee's official personnel file or "personnel record" is defined as that which is maintained at the agency level, provided, however, in certain agencies which do not maintain personnel files or records at the agency level, the defined file or record shall be that which is maintained at the institution level. Agencies which do not maintain personnel files at the agency level shall notify employees of the location of the official personnel files.

Section Two. Subject to agency operating needs, an employee covered hereunder shall, on his/her request, be granted time without loss of pay to examine all materials in his/her personnel file other than preemployment material or other material that is confidential or privileged under law. An employee, at his or her request, may copy any or all of the material that he/she examines. The agency reserves the right to

require its designee to be present while such file is being inspected or copied.

Upon the mutual agreement of the agency and the employee, the latter's personnel file may be sent to his/her worksite for examination. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

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

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

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

Section Five. Requests for information contained within a personnel file shall be complied with to the extent

required under existing law (e.g. court order, Freedom of Information).

ARTICLE 9
SERVICE RATINGS

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

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

Section Three. A rating of unsatisfactory in one (1) category or a fair in two (2) categories shall constitute a rating of less than good. When an employee is rated unsatisfactory in any category, the rating supervisor shall state the reasons, and if practicable, suggestions for improvement. All service ratings of "less than good" must be discussed with the employee at an informal meeting to be scheduled by the rating supervisor, normally within seven (7) days after the employee has seen and initialed the report.

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

Only disputes over "less than good" overall service ratings may be subject to the grievance and arbitration procedure. If an employee receives ratings of fair in a given category on two (2) consecutive service ratings, the employee may grieve the second rating. In any arbitration, the arbitrator shall not substitute his/her judgment for that of the evaluator in applying relevant evaluation standards unless the evaluator can be shown to have acted arbitrarily or capriciously. Service ratings

during the initial working test period are not subject to the grievance and arbitration procedure.

Section Four. No supervisor shall make comments within a service rating where such comments are inconsistent with the rating. However, constructive suggestions for improvement shall not be inconsistent with the rating.

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

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

There shall be a uniform service rating report form for all employees covered by the agreement.

ARTICLE 10 TRAINING

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

Section Two. A joint statewide committee comprised of representatives of the Union and the Employer shall be established to make recommendations concerning the development and expansion of employee training programs. The committee shall, in making its recommendations, take into account the limits of available resources and shall also consider the needs and desires of employees in this unit with respect to training. Management retains the right to determine training needs, programs and procedures and to select employees for training. Provided that agency needs are met, the agency will give first consideration to the most senior employees in selecting employees for training which will directly qualify them for promotion.

Section Three. Training activities which are designed to improve employee skills related to current job assignments

and in which participation is required by management in lieu of normal work assignments will be scheduled during regular work hours when in management's judgment it is practical to do so. Such training required by the State in addition to regular duty time shall be considered time worked for overtime purposes.

Section Four. The Employer recognizes that certain benefits accrue both to the State and the employee through participation in continuing education activities, including attendance at professional conferences and seminars and enrollment in post-secondary educational programs. The appointing authority or his/her designee, working within the framework of budgetary constraints will support these activities when deemed appropriate and beneficial to all concerned. Participation in such activities will be on a strictly voluntary basis, and time spent in them shall not be considered time worked. However, if the employee attends a conference or seminar and attendance is sponsored by the agency, he/she shall receive his/her regular day's pay for each day of the conference or seminar.

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

ARTICLE 11 WORKING TEST PERIOD

Section One. The Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during a Working Test Period shall be tantamount to a failure of the competitive examination.

Section Two. The working test period for classes covered by this Agreement, which were established by the Commissioner of Administrative Services under Section 5-230 C.G.S. and in force on the effective date of this Agreement

shall remain in force for the life of this Agreement. The working test period for Social Worker Trainees and Social Worker assigned to DCF, who are required to attend the Training Academy, shall begin after the successful completion of the Training Academy, but shall not exceed ten (10) months from the date of appointment or date of hire.

Section Three. The Working Test Period may, with the approval of the Commissioner of Administrative Services, be extended on an individual basis for a definite period of time not to exceed three (3) months.

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

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

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

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

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

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

ARTICLE 12

SENIORITY

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

Section Two. Seniority shall not be computed until after completion of the initial working test period. Upon successful completion of the initial working test period, seniority shall be retroactive to the date of hire.

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

Section Four. Seniority shall be deemed broken by:

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

(b) failure to report for five (5) consecutive working days without authorization absent a valid explanation. Any dispute as to whether the explanation offered is valid shall be subject to the grievance and arbitration procedure. In any such

arbitration, the arbitrator shall not substitute his/her judgment for that of the employer unless the employer's decision can be shown to be arbitrary or capricious.

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

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

ARTICLE 13

ORDER OF LAYOFF AND REEMPLOYMENT

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

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

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

Section Three. Layoff Procedure. When a layoff becomes necessary, the agency will identify the specific position to be eliminated and notify the incumbent in writing with as much notice as possible but not less than six (6) weeks.

Such written notice shall state the reason for the layoff and a copy of said notice shall be sent to Council # 4.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Three waivers of positions offered from a reemployment list will result in removal from that list. An employee will also automatically be removed from the reemployment list(s) if appointed to a position in the same salary group held at the time of layoff, provided, however, that such removal shall not occur if an employee is appointed to a temporary or durational position. Any employee appointed from the reemployment list to a temporary, durational or part-time position shall have their rights and benefits determined in accordance with Article 3. An employee appointed from a reemployment list to a position in a lower salary group than other classification(s) for which he/she had been placed on the reemployment list(s) will remain eligible for certification from the reemployment lists for the classifications of higher salary groups, not to exceed the salary group held at the time of layoff.

(b) The names of permanent employees shall be arranged on the reemployment list(s) in order of seniority as defined in Section Two of this Article and shall remain thereon for a period of three (3) years except as provided in (a) above.

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

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

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

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

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

ARTICLE 14 TRANSFERS

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

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

Section Two. When a vacancy occurs in a classification, the agency will review the applications of permanent employees seeking lateral transfer to the shift or work location where the vacancy exists. Of those applicants who are equally qualified for the vacancy, preference will be given to the employee with the greatest seniority as defined in Article 12, Section One. "Equally qualified" shall not necessarily be interpreted only to mean employees in the same job classification.

Section Three. This Article shall not be deemed to limit the agency's right to fill a vacancy by some means other than lateral transfer when the need for training, operational efficiency, staffing and service requirements, need for special skills or background, or compliance with Federal or State programs so dictate. The agency's decision concerning such factors shall be final. However, the Union and/or the most senior qualified employee(s) on the transfer list for such vacancy, if adversely affected by such decision, shall, upon request, be provided with a formal explanation of the basis for the decision. The Union or any employee(s) may grieve concerning a pattern of unreasonable denial to qualified transfer applicants.

Section Four. In order to fulfill the service needs of clients and/or the Agency mission, involuntary transfers may be necessary. Involuntary transfers shall be governed by the following:

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

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

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

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

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

3. When an employee is involuntarily transferred as provided herein, he/she shall retain the first right for return to a

position in the classification from which transferred when such classification becomes available at the location from where the employee was transferred involuntarily. Failure to exercise this right of return when it first occurs will forfeit any priority claim to the position.

4. A minimum of two (2) weeks notice shall be given to the employee for the involuntary transfer.

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

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

ARTICLE 15 GRIEVANCE PROCEDURE

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

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

Section Three. A Union representative, with or without the aggrieved employee, may submit a grievance and the Union may in appropriate cases submit an "institutional" or "general" grievance in its own behalf. When individual employee(s) or in case of a class grievance, a group of employees elect(s) to submit a grievance without Union

representation, the Union representative or steward shall be notified of the pending grievance, shall be provided a copy thereof, and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting but shall be provided with a copy of the written response to the grievance.

The steward shall be entitled to receive from the Employer upon request all documents furnished to the grievant pertinent to the disposition of the grievance and to file statements of position. Any adjustment of a grievance filed by an employee(s) without representation shall not be inconsistent with the terms of this Agreement.

Section Four. Informal Resolutions. The grievance procedure outlined herein is designed to facilitate resolution of disputes at the lowest possible level of the procedure. It is therefore urged that the parties attempt informal resolution of all disputes and avoid the formal procedures.

Section Five. A grievance shall be deemed waived unless submitted at Step I within thirty (30) days from the date of the cause of the grievance or within thirty (30) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. A grievance shall be deemed waived unless subsequently processed within the time limits provided in this Agreement.

Section Six. The Grievance Procedure.

Step I. A grievance may be submitted within the thirty (30) day period specified in Section Five to the employee's first supervisor in the chain of command who is outside the bargaining unit. Such supervisor shall meet with the Union representative and/or the grievant and issue a written response within five (5) days after such meeting but not later than ten (10) days after the submission of the grievance.

Step II. When the answer at Step I does not resolve the grievance, the grievance shall be submitted by the Union and/or the grievant to the agency head or his/her designee within seven (7) days of the previous response. Within fourteen (14) days after receipt of the grievance, a meeting will be held with the union representative and/or the grievant and a written response issued within five (5) days thereafter.

The union representative(s), if any, at this step, shall be those designated at Step I.

Step III. The parties acknowledge that orderly administration of the contract grievance procedure requires the Director of the Office of Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the Director or his/her designee has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to the Director within seven (7) days of the date of the Step II response. Said Director or his/her designated representative will hold a conference within thirty (30) days of receipt of the grievance and issue a written response within ten (10) days of the conference.

Step IV. Arbitration. Within fourteen (14) days after the employer's answer is due at Step III or if no conference is held within thirty (30) days, within fourteen (14) days after the expiration of the thirty (30) day period, an unresolved grievance may be submitted to arbitration by the Union or by the State, but not an individual employee, except that individual employees may submit to arbitration in cases of dismissal or suspension of more than five (5) working days.

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

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

The grievant assents to the last attempted resolution by failing timely to appeal said decision, or by accepting said decision in writing.

Section Nine. (a) The parties shall establish a panel of at least three (3) mutually acceptable arbitrators. Unless the parties agree to the contrary for a particular case, the arbitrator shall be selected by rotation in alphabetical order from the panel of arbitrators. If the arbitrator is not available to schedule the beginning hearing within a time period acceptable to the parties the next arbitrator in rotation who is available shall be selected. Effective January 1, 2004 either party shall have a sixty (60) day period to reevaluate the panel of arbitrators in place on January 1, 2004, and remove any arbitrator during that period. Submission to arbitration shall be by certified letter, postage prepaid to the Director of the Office of Labor Relations. 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.

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

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

In cases of dismissals, demotions or suspension in excess of five (5) days, either party may request the arbitrator to maintain

a cassette recording of the hearing testimony. In such cases either party may also request that there be an official stenographical service provided. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof. The State will continue its practice of paid leave time for witnesses of either party.

(c) The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactivity for more than thirty (30) calendar days prior to the effective date of the Agreement, nor to grant pay retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I.

The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties jointly agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes Section 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

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

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

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

(b) Dismissal of nonpermanent employees.

(c) The decision to layoff or nondisciplinary termination of employment.

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

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

(f) The decision to subcontract.

Section Eleven. All Step 3 conferences, arbitrations and grievance related meetings shall be closed to the press and the public, unless the parties jointly agree to the contrary.

ARTICLE 15A RECLASSIFICATION GRIEVANCES

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

1. The grievance will be filed directly to Step 2, the agency appointing authority or his/her designee.
2. The third Step of the reclassification grievance shall be the Commissioner of Administrative Services.
3. Disputes over an employee's job classification (reclassification grievance) shall be subject to the grievance

procedure but shall not be arbitrable. The final step shall be appealed to three (3) person panel consisting of Personnel officers from each of two (2) State agencies, each of which has more than one hundred (100) employees, and one (1) designee of the Union who is experienced in the area of job classification.

ARTICLE 16

DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

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

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

Section Two. After a management decision is made to impose a suspension, demotion or dismissal, the Agency Head or his/her designee will informally notify the Union of the contemplated discipline prior to imposing the contemplated discipline. Up to five (5) calendar days will be allowed for the Union and/or the employee to informally discuss the matter with the Agency Head or his/her designee. This provision shall not apply in cases where the employee is sent off duty immediately in accordance with Section Three, below.

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

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

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

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

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

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

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

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

Section Six. The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and shall supersede all preexisting forums. It is understood

that the arbitrator's remedial powers include reinstatement with full back pay and restoration of all other rights.

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

Section Eight. An appointing authority may, pending an investigation of alleged action which constitutes ground for dismissal (including disposition of criminal charge against the employee), place the employee on leave of absence without pay. The employee shall be given written notice of the leave of absence without pay which shall state the effective date, the duration of such leave and the reasons why the action is being taken. A report of the leave, together with a copy of the notice to the employee shall be forwarded immediately to the Commissioner of Administrative Services. If the employee is not dismissed as a result of the investigation, he/she shall be reinstated with full pay retroactive to the starting date of the leave. Such reinstatement, however, shall not preclude other disciplinary action under appropriate regulations. If dismissal results, notice shall be given as provided above.

Placement of an employee on an unpaid leave of absence shall be subject to the following:

(a) An employee may draw accrued leave time other than sick leave even if he/she remains on an unpaid leave of absence under Regulation 5-248-3.

(b) In cases other than those which involved the disposition of a criminal charge other than misdemeanor, no such leave will exceed thirty (30) days unless in the reasonable judgment of the Employer the seriousness of the matter under continued investigation outweighs the need of the employee for curtailment of the leave. In any such case, the Union will be notified prior to the expiration of the thirty (30) day period.

(c) In all cases where practicable, the State will investigate the possibility of alternative assignment.

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

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

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

ARTICLE 17

HOURS OF WORK AND WORK SCHEDULES

Section One. Work Schedules. (a) Standard Workweek. The standard workweek for full-time employees shall be forty (40) hours in five (5) consecutive days with regularly established starting and ending times. Employees who are on standard workweeks shall receive two (2) weeks notice of any change in scheduled hours except in emergencies.

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

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

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

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

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

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

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

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

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

Section Two. Upon request of an employee and by mutual agreement between the employee and an appropriate management designee, the employee's work schedule may be rearranged to accommodate needs in such areas as child care, family care, medical requirements, transportation or participation in an educational program.

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

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

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

Employees who are required to supervise inmates/clients or patients during meal periods shall have such time counted as work time.

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

Notwithstanding the above provisions, such rest periods will be granted in a manner which will guarantee no break in service to the clientele served by the work location. There may be temporary emergency situations requiring the employees' constant presence in the work situation where the rest period cannot be granted. Notwithstanding the above, the employee shall not waive his/her right to grieve where a pattern of denial of rest periods over a period of time can be shown.

ARTICLE 18

OVERTIME

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

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

Call Back Pay. Employees who have left work after the end of their scheduled work shift and who are called back

to work shall receive a minimum of four (4) hours of overtime. This provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift.

(a) Overtime pay shall not be pyramided.

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

Section Two. Distribution of Overtime.

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

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

will be adjusted to account for these case assignments in the distribution procedure.

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

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

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

Said exempt employees shall be allowed to accumulate compensatory time during a four (4) month period of either July through October, November through February or

March through June. The employee should schedule and use his/her accumulated compensatory time within the three (3) month period following the accumulation period.

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

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

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

ARTICLE 19

NON-DISCRIMINATION

Section One. The parties herein agree that absent a bona fide occupational qualification neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, mental retardation, physical disability, lawful political activity, prior conviction of a crime, a previous mental disorder or sexual preferences.

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

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

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

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

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

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

ARTICLE 20 CONTRACTING OUT

During the life of this Agreement, no full-time permanent employee will be laid off as a direct consequence of the exercise by the State of its right to contract out.

ARTICLE 21
LABOR-MANAGEMENT COMMITTEE

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

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

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

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

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

ARTICLE 22
SAFETY

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

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

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

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

Section Two. After notification by the Union or employees, the Employer shall make every effort to make repairs or adjust unsafe or unhealthy working conditions where the safety and health of its employees are jeopardized. Such repairs and adjustments shall be made as soon as possible. If repairs or adjustments cannot be made promptly, the reasons shall be discussed with the Union and/or employees.

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

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

ARTICLE 23 INDEMNIFICATION

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

Section Two. The State shall provide counsel to an employee who is sued for malpractice, provided that the employee was acting within the scope of his/her employment and was not acting in a willful or wanton manner.

In cases where the State is also a defendant and where there is a potential conflict of interest on the part of attorneys for the

State, the employee may request that the State provide reasonable attorney's fees for private counsel.

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

ARTICLE 24

PREGNANCY, MATERNAL AND PARENTAL LEAVE

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

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

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

Section Three. Up to three (3) days of paid leave, deducted from sick leave, will be provided to a spouse in connection with the birth, adoption or taking custody of child, or the prenatal or postnatal care of a spouse. Vacation or personal leave may also be used for such purposes, subject to the approval of the appropriate agency official.

Section Four. Parental and Family Leave. Parental leave and family leave shall be governed by C.G.S Section 5-248a (and any amendments) and the appurtenant regulations.

An employee who is granted a statutory non-disability leave may request and shall be granted the financial benefits of accrued vacation leave, personal leave and/or compensatory time during the period of statutory leave; however, such time, if taken during the period of statutory leave, shall not be utilized to extend the same leave for a period in excess of that described in the request for such leave or the statutory maximum.

Holidays which occur during the period covered by the leave provisions of C.G.S. Sec. 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 25

CIVIL LEAVE AND JURY DUTY

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

(b) If a court appearance (not jury duty) is required as part of the employees assignment, time spent shall be considered as time worked. If the appearance requires the employee's presence beyond his/her normal work day, all time beyond the normal work day shall be paid in accordance with Article 17.

Section Two. Jury Duty. An employee who is called to serve as a juror will receive his/her regular pay less pay received as a juror for each work day while on jury duty. This provision shall not apply to "on call" jury time when the employee is able to be at work.

Upon receipt of a notice to report for jury duty, the employee shall inform the personnel office immediately. The Employer

may request that the employee be excused or exempted from jury duty if, in the Employer's judgment, the employee's services are needed at that time.

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

ARTICLE 26 **MILITARY LEAVE**

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

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

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

ARTICLE 27 **HOLIDAYS**

Section One. Full-time employees shall receive twelve (12) paid holidays as follows: New Year's Day, Martin Luther

King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, or a day designated by the State to be observed as a holiday in lieu thereof.

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

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

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

Section Four. Compensatory Day. The Employer may schedule the compensatory day off within thirty (30) days of the holiday worked at the mutual convenience of the employee and the Employer. If no mutually agreed upon day off is scheduled, in the next thirty (30) days the Employer will schedule a compensatory day off or pay the employee his/her regular daily rate in lieu of the compensatory day.

Section Five. At Connecticut Juvenile Training School in continuous operations, each full-time employee whose job requires him/her to work on New Year's Day (January 1), Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (December 25) shall receive premium

pay in lieu of compensatory time. Such premium pay shall be at time and one-half the employee's daily rate, in addition to his/her regular biweekly pay.

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

ARTICLE 28

VACATIONS

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

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

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

For employees hired on or before June 30, 1977, the maximum accumulation of vacation shall be one hundred twenty (120) days. For employees hired on and after July 1, 1977, the maximum accumulation shall be sixty (60) days.

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

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

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

ARTICLE 29 SICK LEAVE

Section One. Each employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) days or the equivalent per completed calendar month of continuous full-time service, including authorized leave with pay, provided that:

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

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

(3) No such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than five (5) working days.

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

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

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

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

(b) in the event of death in the immediate family as much as three (3) working days leave with pay shall be granted. Immediate family means husband, wife, father, mother, sister, brother, or child, and also any relative who is domiciled in the employee's household;

(c) in the event of critical illness or severe injury to a member of the immediate family creating an emergency, provided that not more than five (5) days of sick leave per calendar year shall be granted therefor;

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

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

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

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

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

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

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

Section Five. Medical Certificate. (a) An acceptable medical certificate (currently Form 33) signed by a licensed physician or other practitioner whose method of healing is recognized by the State, will be required of an employee by his appointing authority to substantiate a request for sick leave for the following reasons:

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

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

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

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

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

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

(1) the length of state service of the employee

(2) the classification of the employee

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

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

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

(c) Any such advanced sick leave as may be granted by the Commissioner of Administrative Services shall be repaid by a charge against such sick leave as the employee may subsequently accrue. No repayment of advanced sick leave shall be required until the employee has first accrued five (5) days of sick leave following his/her return to duty.

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

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

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

(c) An employee who has resigned from State service in good standing and who is reemployed within one (1) year from the effective date of his/her resignation shall retain sick leave accrued to his/her credit as of the effective date of his/her resignation.

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

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

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

Section Nine. Upon death of an employee who has completed ten (10) years of State service, the Employer shall pay to the beneficiary one-fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days pay.

Section Ten. An employee who retires under the provisions of Chapter 66, C.G.S., shall be compensated, effective as of the date of his/her retirement, at the rate of one-fourth (1/4) of his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days' pay. Such payment for accumulated sick leave shall not be included in computing retirement income and shall be charged by the state comptroller to the department, agency or institution in which the employee worked.

ARTICLE 30 PERSONAL LEAVE

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

Normally personal leave days will be requested ten (10) days in advance but an employee may request such time with twenty-four (24) hours notice for each day requested without having to provide a reason. Such personal leave days will be granted whenever operating needs permit.

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

ARTICLE 31 COMPENSATION

Section One. Effective the pay period following July 1, 2002, the base annual salary of all employees shall continue at the rate of June 29, 2002.

Effective on the pay period following July 1, 2003, the base annual salary of all employees shall be increased by two and a half percent (2.5%).

Effective on pay period including July 1, 2004, the base annual salary of all employees shall be increased by three percent (3%).

Effective the pay period including July 1, 2005, the base annual salary of all employees shall be increased by three percent (3%).

Section Two. Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice except:

The second year of the Agreement (2003-2004) there shall be a six (6) month delay in the annual increment.

The third year (2004-2005) of the Agreement the annual increment shall be delayed three (3) months.

Section Three. Employees shall continue to be eligible for longevity payments for the life of the contract in accordance with existing practice. The longevity schedule in

effect on June 30, 1985 shall remain unchanged in dollar amounts for the life of this Agreement and is appended hereto. Effective October 1, 1996 calculations for longevity shall be based upon total state service.

Section Four. The existing rules, regulations and rates for night shift differential will continue in force for the life of the contract. Effective July 1, 2004, the night shift differential shall increase to seventy cents per hour (\$.70).

Effective July 1, 2005, the night shift differential shall increase to seventy-five cents per hour (\$.75).

Section Five. Weekend Differential. (a) For the purposes of this Article, a weekend is defined as the forty-eight (48) hour period beginning at 11:00 p.m. on Friday night and ending at 11:00 p.m. on Sunday night.

(b) Weekend differential shall be paid for working a full shift with a majority of shift hours falling on the weekend.

(c) Weekend differential shall be paid only for employees working in seven (7) day operations and only for hours worked and not while such an employee is on leave of any nature.

(d) Effective July 1, 2004, the rates for weekend differential shall be forty-five (\$.45) cents per hour.

Effective July 1, 2005, the rates for weekend differential shall increase to fifty cents per hour (\$.50).

(e) Effective July 13, 1989, any bargaining unit employee at Connecticut Juvenile Training School who is assigned to work in the capacity of Duty Officer on a holiday or a weekend, shall receive an "in charge" premium of ten percent (10%) of his/her hourly rate of pay for all hours worked on such assignment.

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

Grade	Point	Range
9	0	97
10	98	105
11	106	113
12	114	122
13	123	131
14	132	149
15	150	169
16	170	185
17	186	202
18	203	220
19	221	239
20	240	259
21	260	275
22	276	290
23	291	310
24	311	332
25	333	355
26	356	381
27	382	409
28	410	427
29	428	443
30	444	469
31	470	497
32	498	524
33	525	552
34	553	578

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

Section Eight. In the event that the State determines that an employee has been overpaid, the employee will be notified in writing and the State shall meet with the affected

employee and the Union. The State shall arrange to recover such overpayment from the employee over the same period of time the overpayment was made unless the State and employee agree to some other arrangement. Should the employee contest whether or how much he/she was overpaid, the refund procedure shall be stayed until the appeal is resolved.

ARTICLE 32

TEMPORARY SERVICE IN A HIGHER CLASS

Section One. An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first consecutive calendar day, be paid for such actual work retroactive to the first day of such work at the rate of the higher class as if promoted thereto.

Section Two. Such assignments may be made when there is a vacancy which management has decided to fill, or when an employee is on extended absence due to illness, leave of absence, or other reasons. Extended absence is one which is expected to last more than thirty-one (31) calendar days.

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

The Commissioner of Administrative Services shall expedite requests for approval of assignments to temporary service in a higher class.

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

If the employee does not request reassignment to his/her former position, the employee shall continue working as assigned with recourse under the appeal procedure for reclassification. The form certifying the assignment will specify the rights and obligations of the parties under this Article.

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

ARTICLE 33 CLASS REEVALUATIONS

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

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

Section Three. The Director shall judge the appeal only with respect to the following criteria:

(a) Whether there was a change in job duties of the class appealed substantial enough that it should have the effect of changing its compensation grade. The Director will not look to changes which occurred prior to the effective date of this Agreement.

(b) Having found a substantial change in job duties, then internal consistency among classes covered by this Agreement will be evaluated by the OJE process, based on

benchmark classes established by the Commissioner of Administrative Services and published as soon as practical after the effective date of this Agreement shall be considered.

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

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

ARTICLE 34

GROUP HEALTH INSURANCE

For the duration of this Agreement, the State shall continue in force the health insurance coverage in effect on July 1, 1999, unless modified by the Health Care Cost Containment process or by mutual agreement of the parties, or by coalition bargaining in accordance with C.G.S. 5-278.

ARTICLE 35

RETIREMENT

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

ARTICLE 36
WORK RELATED DISABILITIES

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

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

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

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

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

ARTICLE 37
HAZARDOUS DUTY

The Union, and not any individual employee shall, upon request, be granted a hearing by the Director of the Office of Labor Relations concerning a claim for hazardous duty pay differential. Disputes under this Section shall not be subject to the grievance and arbitration procedure.

ARTICLE 38
UNIFORMS AND EQUIPMENT

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

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

ARTICLE 39
TRAVEL REIMBURSEMENTS

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

Breakfast	\$ 7.50
*Lunch	9.00
Dinner	20.00

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

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

*An employee who is involved in transporting a client/resident during the lunch period and who must stop for lunch with the client/resident shall be reimbursed according to the above rates for the cost of his/her lunch. Otherwise, lunch reimbursement is applicable only to out-of-state travel or when authorized in

accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services.

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

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

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

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

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

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

If the identified employee declines the assignment the agency will seek volunteers from within the classification that covers the duties and functions to be provided and such volunteers

shall be those who have been identified through the rotational system established in Article 18, Section Two. Any volunteer would have work hours associated with the assignment recorded as part of the employee's overtime hours for the purpose of overtime equalization.

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

ARTICLE 40
PRINTING OF AGREEMENT

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

ARTICLE 41
MISCELLANEOUS

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

Section Two. Paid Leave Conversions. Each employee's accumulated leave balances (vacation, sick leave, personal leave) as of June 30, 1979 shall be converted from days to hours on the basis of one (1) day equals seven (7) hours. All future accumulations of paid leave will be recorded on an hourly basis.

Section Three. Intermittent Claims Interviewers. The provisions of Article 2 notwithstanding, in the event that the Employer intends to hire Intermittent Claims Interviewers to work more than twenty (20) hours per week, the Employer shall notify the Union and shall negotiate only with respect to wages, hours of work and fringe benefits other than retirement.

Section Four. Lateness Due to Hazardous Driving Conditions. When an employee is late for work due to hazardous driving conditions or mass transportation failures, the employee shall not be charged for such lateness provided that he/she arrives at work within an hour of the start of the shift. In exceptional situations, up to two and one-half (2-1/2) hours may be excused without charge to the employee's leave balances if the severity of conditions so warrants.

Failure to excuse lateness of up to two and one-half (2-1/2) hours shall be subject to the grievance and arbitration provisions of this Agreement. In any such arbitration of a dispute under this Section, unless the Employer can be shown to have acted arbitrarily and capriciously, the arbitrator shall give substantial weight to the judgment of the Employer.

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

Section Six. Whenever the word spouse is referred to (husband/wife) in this Agreement it shall also mean domestic partnership benefits under the parties' pension and health care agreement.

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

ARTICLE 42 SUPERSEDEENCE

The inclusion of language in this Agreement concerning matters formerly governed by law, regulation or policy directive shall be deemed a preemption only of those sections specifically addressed in the provisions of this Agreement.

Accordingly, those sections of written policies promulgated by the Department of Administrative Services, Comptroller, Office of Policy and Management, and the agency head or his/her designees or agent of the Governor shall be deemed superseded if addressed by specific provisions of this Agreement. The State will bargain collectively to the extent required by law before implementing any change in written policies involving wages, hours, and conditions of employment promulgated by the Department of Administrative Services, Comptroller, Office of Policy and Management, or agency head or designee or agent of the Governor that are not otherwise superseded by this Agreement, notwithstanding any contrary provisions of Article 2.

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

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

ARTICLE 43 LEGISLATIVE ACTION

The cost items contained in this Agreement and the provisions of this Agreement which supersede pre-existing statutes shall not become effective unless or until legislative approval has been granted pursuant to Section 5-278, Connecticut General Statutes or as otherwise provided by said Section. The State Employer shall request such approval as provided in Section 5-278. If the legislature rejects such request as a whole or any portion thereof, the parties shall return to the bargaining table to discuss those items which the legislature has rejected.

ARTICLE 44
SAVINGS CLAUSE

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, at the request of either party, negotiations shall commence solely on any such provision, Article 2 notwithstanding; provided, however, that negotiations shall not be required during the pendency of any appeal, unless the particular provision is not being implemented.

ARTICLE 45
TUITION REIMBURSEMENT

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

Section Two. There shall be a fund for the purpose of tuition reimbursement. The State shall allocate to this fund \$133,000 effective and retroactive to July 1, 2002; \$160,000 effective and retroactive to July 1, 2003; \$200,000 effective July 1, 2004 and annually thereafter.

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

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

Employer so that funds may be utilized for another employee. Upon presentation of evidence of payment and successful completion of the course(s), the employee shall receive tuition reimbursement as follows:

(a) For credit courses at accredited institutions of higher education the maximum reimbursement per credit hour shall be:

<u>Effective Date</u>	<u>Undergraduate</u>	<u>Graduate</u>
July 1, 2002	\$110.00	\$145.00
July 1, 2003	\$135.00	\$220.00

(b) For other courses or programs, there shall be fifty (50%) percent tuition reimbursement to a maximum of \$57.50 per credit for undergraduate courses and \$72.50 per credit for graduate courses.

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

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

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

ARTICLE 46

CONFERENCE AND WORKSHOP FUNDS

Section One. Effective July 1, 2002, there shall be \$50,000; effective July 1, 2003, there shall be \$75,000 and effective July 1, 2004, there shall be \$100,000 allocated for

attendance by P-2 employees with more than six (6) months of service at professional seminars, workshops or conferences. Each employee shall be entitled to a maximum of \$500.00 reimbursement per contract year toward the cost of fees, travel, food and lodging related to attendance at such events. This entitlement may be combined once in any two (2) year period. Reimbursement for travel, food and lodging shall be consistent with Article 39 (Travel Reimbursements) of this Agreement and applicable State travel regulations.

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

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

Section Two. Request for attendance at professional seminars, workshops or conferences must be submitted to the Agency Head at least three (3) weeks in advance. Upon approval, at least two (2) weeks prior to attendance, the request shall be forwarded to the clearing committee to verify whether there are sufficient funds for attendance. The clearing committee will coordinate its activities with the designated personnel at the Office of the State Comptroller. The clearing committee shall have two (2) members: one (1) appointed by the Union and one (1) appointed by the State.

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

As soon as possible but not more than thirty (30) days following the conference/workshop, the employee shall submit a claim for reimbursement on the appropriate form and required receipts to the business office, which shall promptly process the claim to the Comptroller.

If no claim for reimbursement has been submitted to the Comptroller within ninety (90) days of the date a workshop/conference was scheduled, the funds committed for that activity shall be released and made available for others.

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

ARTICLE 47 STANDBY PROGRAM

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

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

Section Three. Schedules for the primary standby workers will be developed by Hot-Line Administration. Schedules for backup standby staffing will be drawn up in each region. Assignments of slots within the backup schedules shall be determined on the basis of seniority.

Although seniority shall prevail in the selection of placement in the rotation, all qualified volunteers will be given an opportunity to participate in the backup Standby Program

before an individual is scheduled more than once within the region. The weekly backup coverage will consist of one (1) worker per Region. The length of schedules for backup standby coverage will be determined by the number of volunteers; however, no schedule shall be less than four weeks nor greater than twelve weeks.

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

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

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

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

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

(c) Access to telephone services and ability to respond to crisis calls in a timely fashion. This includes consideration

of the employee's proximity of residence to the geographic area(s) being serviced.

(d) Continued satisfactory performance as a Standby Worker.

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

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

(c) A Home and Office premium annual payment of four hundred (\$400.00) dollars shall be paid to those workers assigned to the full time primary standby function and who have performed such function for a full year. Individuals who have completed less than a full year of primary standby work shall be entitled to a pro-rata payment based on the number of months of service.

This initial premium of two hundred (\$200.00) shall be paid after the primary standby program has been operational for six (6) months. Subsequent two hundred (\$200.00) dollar premiums shall be paid on a semi-annual basis.

Effective July 1, 2005 a Home and Office premium annual payment of five hundred (\$500.00) dollars shall be paid to those workers assigned to the full time primary standby

function and who have performed such function for a full year. Individuals who have completed less than a full year of primary standby work shall be entitled to a pro-rata payment based on the number of months of service.

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

(d) Standby workers involved in the transportation of a client during assigned hours, and who must stop for a meal with the client, shall be reimbursed for their meal at the lunch rate specified in the Travel Reimbursement Article, in addition to reimbursement for the client's meal.

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

Section Seven. (a) Compensation for backup standby workers shall be at the rate of one dollar and fifty cents (\$1.50) per hour for hours of standby assignment when the regional office is closed during the week, on weekends and on non-premium holidays. In addition, a backup standby worker assigned to a case emergency shall receive his/her applicable rate for the period of such assignment.

(b) Compensation for backup standby workers shall be at the rate of three (\$3.00) dollars per hour for the twenty-four (24) hour shift where the beginning of the shift falls on New Year's Day (January 1), Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas (December 25).

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

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

fiscal impact. The Union has the right to impact bargaining over such a change.

ARTICLE 48
PAST PRACTICES

Any change in or discontinuation of an unwritten past practice concerning wages, hours or other conditions of employment not covered by this Agreement shall be subject to a test of reasonableness. The questions of;

(a) whether or not there is in fact a valid, current past practice in effect, and

(b) the reasonableness of the change or discontinuation may be submitted to arbitration in accordance with the provisions of Article 15 (Grievance Procedure).

ARTICLE 49
DURATION OF AGREEMENT

This Agreement covers the period July 1, 2002 to June 30, 2006.

MEMORANDUM OF UNDERSTANDING

The parties agree that within the Department of Children and Families, and the Connecticut Juvenile Training School, if an employee is to be reassigned in order to fill the service needs of clients, the Employer shall take into consideration the pattern of pass days prior to making the assignment.

Grievances regarding the matter shall be subject to the grievance procedure up to Step 3. The decision rendered by the Office of Labor Relations at Step 3 shall be final.

MEMORANDUM OF UNDERSTANDING

The Office of Labor Relations (OLR) on behalf of the State of Connecticut and the Department of Children and Families (DCF) and the American Federation of State, County and

Municipal Employees (AFSCME), the Social and Human Services Bargaining Unit (P-2) have reached the following understanding and clarification concerning the subject of standby or on-call status as described in Article 47 of the collective bargaining agreement:

1. Effective May 21, 2001 the State and AFSCME agreed upon the transfer of personnel into the Bureau of Juvenile Justice at DCF. These personnel transferred from NP-4 bargaining unit to the P-2 bargaining unit in the capacity of Social Worker.
2. In completing this transfer into the P-2 bargaining unit these Social Workers assigned to Juvenile Justice (Parole Services) are provided the coverage afforded under Article 47 Standby Program – of the P-2 collective bargaining agreement.
3. Consistent with Article 47, Section 4 the staffing of the on-call (standby) program will be by volunteers provided there are sufficient, qualified volunteers. If there are insufficient volunteers, qualified employees shall be involuntarily assigned in the order of inverse seniority.
4. Periods of on-call (standby) assignment shall be from Sunday through Wednesday and from Thursday through Saturday.
5. Each on-call (standby) assignment period shall be staffed with two (2) workers who will be responsible for statewide coverage. This does not preclude the on-call (standby) worker from soliciting other workers to assist or respond to calls. Any worker responding to such assignment shall be compensated according to Article 18, Section 1(c).
6. Compensation for on-call (standby) status for this Parole Services unit is covered under Article 47, Section 7(a) and (b). Actual application of this

provision will be effective upon the signing of this Memorandum of Understanding.

7. This understanding shall be incorporated by attachment or by amendment to Article 47 in the successor agreement to the contract expiring June 30, 2002.

MEMORANDUM OF UNDERSTANDING

The Office of Labor Relations on behalf of the State of Connecticut and the Department of Children and Families (DCF), and the American Federation of State, County and Municipal Employees (AFSCME) have reached the following agreement concerning service ratings:

1. During the contract term of July 1, 1999 and June 30, 2002, DCF and AFSCME engaged in a pilot program concerning service ratings.
2. Resultant of this pilot activity a new, revised service rating form (identified for P-2/DCF) has been established.
3. The State, DCF and AFSCME concur that the revised rating form (referenced in item #2) will be the standard evaluation form used by DCF for service ratings of P-2 members employed with DCF.
4. It is furthermore recognized and accepted that the standard service rating form that has historically been utilized by state agencies shall continue to be used by other agencies, other than DCF.

**SUPPLEMENTAL LETTER OF AGREEMENT
STATE OF CONNECTICUT AND AFSCME COUNCIL #4
RE: CERTIFIED PART-TIME PERMANENT
AND CERTIFIED PART-TIME
INTERPRETERS OF THE COMMISSION
ON THE DEAF AND HEARING IMPAIRED**

All of the terms of this agreement shall apply to the certified part-time permanent interpreter positions and part-time Assistant Interpreter positions of the Commission on the Deaf and Hearing Impaired ("the Commission"). Only items 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, and 13 shall apply to certified twenty-plus hours interpreter positions of the Commission. All interpreters shall be certified by the National Registry of Interpreters for the Deaf (RID) or the National Association of the Deaf (NAD).

1. CODE OF ETHICS

The professional Code of Ethics of the National Registry of Interpreters for the Deaf (RID) shall be honored by both the Commission and its employees.

2. HOURS OF WORK

Part-time permanent interpreters (PTP) will work or be paid a minimum of forty (40) hours biweekly. Those interpreters who fail to actually work forty (40) hours in a biweekly pay period due to refusal of assignments offered in accordance with the contract shall be paid only for actual hours worked or charged to leave time. The interpreter shall decide if such leave time is to be charged to vacation or unpaid leave and notify the Commission: if no notice is given, it shall be treated as unpaid leave and interpreter shall be notified.

The guarantee provided above may be removed from an interpreter who consistently undershoots due to his/her lack of availability or refusal of assignments.

3. SHIFT DIFFERENTIAL

Employees shall receive night shift differential for shifts starting at or after 2:00 p.m. and before 6:00 a.m. Payment of the differential shall be consistent with the provision of Article 31, Section Four of the collective bargaining agreement.

4. AVAILABILITY

PTP interpreters shall be available on an extensive basis for assignments and shall call in regularly to receive assignments. PTP interpreters will submit availability schedules to the coordinator of interpreting services for prime and non-prime time availability. Prime-time hours are those hours between 7:00 a.m. and 6:00 p.m. Monday through Thursday and 7:00 a.m. through 4:00 p.m. Friday. Non-prime hours are those between 6:00 p.m. and 11:00 p.m. Monday through Thursday.

PTP interpreters shall submit schedules for forty (40) hours of prime time and five (5) hours of non-prime time.

During prime-time unavailability will be denoted in blocks of time not less than 2 hours. Non-prime availability will be denoted with no interruptions beginning at 6:00 p.m.

5. ASSIGNMENTS

CDHI shall make assignments at least twenty-seven (27) hours prior to appointment. When twenty-seven (27) hours notice is not provided, the PTP interpreter may decline assignment without penalty.

Assignments of less than one (1) hour shall be credited as if the PTP employee interpreted for the full hours plus actual travel time. The 20+ interpreters shall be credited with two (2) hours per assignment inclusive of travel time.

When a requesting entity cancels an interpreting assignment with three (3) hours or less notice and the interpreter is notified of the cancellation prior to leaving for the assignment, the interpreter shall be compensated for all hours of the original

schedule's hours. The interpreter will not, however, receive compensation for projected travel time.

The interpreter shall remain available for any substitute assignment during all hours of the originally scheduled hours including projected travel time.

When an interpreter arrives at an assignment, and the client does not attend, the assignment is cut short, or the interpreter is informed that interpreting services are otherwise unnecessary, the interpreter shall be compensated for all hours of that scheduled assignment including actual travel time to, and actual or projected travel time from said assignment. Upon learning that interpreting services are no longer necessary for such scheduled assignment. The interpreter shall call the Office of Interpreting Services immediately to obtain a substitute assignment pursuant to this subsection, the interpreter shall not receive additional compensation for the substitute assignment.

Upon calling the Office of Interpreting services, if no substitute assignment is offered to the interpreter, the interpreter shall remain available for an assignment during all hours of the originally scheduled assignment. This period of availability includes the projected travel time of the return trip from the original assignment.

A cancellation is not deemed official unless it is confirmed by the Office of Interpreting Services.

The interpreter may refuse a substitute assignment if the assignment exceeds the scheduled time of the original assignment including the projected travel time.

6. TRAVEL TIME AND WAITING TIME

Travel from home to assignments and return, and from assignment to assignment, shall be counted as time worked.

Time spent between assignments shall be paid on an hour for hour basis provided that the time is equal to or less than the time required to travel home and to the next assignment.

7. MILEAGE

Mileage shall be reimbursed at the prevailing rate specified in the P-2 Agreement.

Parking and toll charges incurred in the service of the Commission shall be reimbursed.

8. HOLIDAY PAY

For PTP and twenty-plus interpreters, holiday pay will be at the individual's calculated value of a day (Value of a day is equal to the quarterly hours worked divided by sixty-five days. In determining hours worked paid leave shall be included in the calculation.) If an employee works on a holiday the employee will be paid for hours actually worked in addition to holiday pay.

9. PAPERWORK

Each pay period two (2) hours for PTP and (1) for PTP and 20+ interpreters shall be considered time worked on paperwork, provided that required reports and other paperwork are submitted in accordance with established deadlines.

If the Commission changes the payable hours submitted by an interpreter, a written explanation will be provided at least one week prior to issuance of a paycheck.

10. TRAINING

The Commission shall provide each interpreter with fifteen (15) hours of training per year subject to the approval of the Executive Director or a designee which will not be unreasonably denied. Such hours will be counted as hours worked and will be included in the minimum hour guarantee.

11. CERTIFICATE DIFFERENTIALS

The Commission shall pay an hourly wage differential based on the type of RID and/or NAD certificate(s) held by an interpreter (both full and part-time). These wage differentials are provided as follows:

Differential 1: A differential of \$.50 per hour shall be paid for holding one certificate from among the following:

- RID Expressive Transliterating Certificate (TC)
- RID Expressive Interpreting Certificate (IC)
- RID Oral Interpreting Certificate: Spoken/Visible (OIC:SV)
- RID Oral Interpreting Certificate: Visible/Spoken (OIV:VS)
- NAD Level III Certificate

Differential 2: A differential of \$.70 per hour shall be paid for holding either of the following:

- Any combination of two or more certificates listed under Differential 1 above.
- RID Reverse Skills Certificate (RSC) earned by deaf or hearing-impaired persons who function as intermediary interpreters.

Differential 3: A differential of \$.90 per hour shall be paid for holding one certificate from among the following:

- RID Certificate of Transliteration
- RID Certificate of Interpretation
- RID Comprehensive Oral Interpreting Certificate (OIC:C)
- NAD Level IV Certificate

Differential 4: A differential of \$1.30 per hour shall be paid for holding one certificate among the following:

- RID Comprehensive Skills Certificate (CSC)
- RID Certificate of Transliteration and Certificate of Interpretation (CT/CI)
- NAD Level V Certificate

Differential 5: A differential of \$1.60 per hour shall be paid for holding CSC or CT/CI, plus either:

- A single certificate higher than CSC or CT/CI such as Master Comprehensive Skill Certificate (MSCS), Specialty Certificate: Legal (SC:L)
- Any of the Oral Interpreting Certificates

12. CERTIFICATION MAINTENANCE

At the beginning of each contract year, the Commission will reimburse each certified interpreter for the cost of maintaining their certificates through membership in RID.

13. LANGUAGE SKILLS

\$1000.00 to be paid quarterly at \$250.00 will be provided for anyone required to interpret in two (2) or more spoken languages on an assignment. Receipt of the quarterly payment will be dependent upon the actual experience of using two or more spoken language on assignments during the quarter.

**STIPULATED AGREEMENT
BETWEEN
THE STATE OF CONNECTICUT
DEPARTMENT OF CHILDREN AND FAMILIES (DCF)
HOTLINE DIVISION
AND
AFSCME COUNCIL 4
SOCIAL AND HUMAN SERVICES
(P-2) BARGAINING UNIT**

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

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

sharing/splitting shifts or volunteering to work a holiday will continue.

5. Both parties agree to offer Raizza Brown, Francesca Golas, Elizabeth Krausnick, Roxanne Cieza, Abigail Ruiz and Susana Listro the opportunity of extending their current transfers to the Hotline for a period not to exceed a total of two years.
6. This Agreement shall not serve as a precedent in any pending or future matter which may arise between the parties.
7. This Agreement is entered into voluntarily and all parties have had sufficient time to evaluate its provisions.
8. This Agreement shall not be appealed in any manner or forum.

MEMORADUM OF UNDERSTANDING

The Office of Labor Relations on behalf of the State of Connecticut and AFSCME on behalf of the Social and Human Services Bargaining Unit (P-2) have reached agreement on the process to be used for a tie breaker in the event two or more employees have the exact same seniority. Application of the agreed upon process shall be in the order presented below:

1. Statewide seniority as defined in Article 12.
2. Time in the Classification
3. Coin toss or drawing of lots.

**MEMORANDUM OF UNDERSTANDING
DEPARTMENT OF LABOR JOB FAIRS**

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

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

forty (40) hours of work during the workweek that incorporates the assignment.

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

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

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

1. DSS shall be responsible for staffing the standby program with qualified employees. The State and the Union herein agree that “qualified” refers to an agency Social Worker, Social Work Supervisor or Children Services Consultant.
2. The State and the Union further agree that employees within those classes identified in item #1 (above) must have obtained permanent status in the class; must have an average of 40% or greater of PSE as part of his/her daily work assignment; must have an overall “Satisfactory” service rating on his/her most recent

appraisal; and must have access to telephone services and the ability to respond in a timely fashion.

3. To facilitate Standby service, the Agency will ensure that:
 - a) A cell phone is available for staff use during standby hours. The cell phone is for business use only.
 - b) A State car is available to staff for transportation should responding be necessary.
4. Staffing needs shall be achieved by volunteers. However if there are too few volunteers, qualified staff shall be assigned standby in accordance with inverse seniority.
5. The management of DSS retains the right to determine the number of staff to serve the standby requirements, inclusive of the right to continue the program. DSS also reserves the right to cease the participation of any individual employee, provided the reason for such is provided to the affected employee. Such removal shall not be subject to the grievance and arbitration procedure. Six (6) months after removal, an employee may petition DSS to be restored to the rotation; the Agency's decision to reinstate is not subject to the grievance procedure. An employee may continue to file for reinstatement at a minimum six (6) month intervals.
6. Standby assignments shall be on a rotating schedule of one-week tour of duty. The tour of duty shall correspond to the workweek. Standby status during the tour of duty is for those hours designated standby excluding actual hours of work.
7. Staff on standby status who are called upon to perform designated duties shall be compensated in accordance

with the appropriate contractual provision (Article 18, Section One or Article 27 Section Three).

8. Notwithstanding item #7 above, an employee shall not be compensated for the first fifteen (15) minutes of telephone response time. If such work exceeds fifteen (15) minutes the employee shall receive compensation to the nearest quarter hour of all such work. The fifteen (15) minutes is an aggregate figure per standby shift as opposed to a “per phone call” figure.
9. Compensation for standby status shall be in accordance with the appropriate contractual provision (Article 47, Section 7).

MEMORANDUM OF UNDERSTANDING

The State of Connecticut hereinafter referred to as the “State” and the American Federation of State, County and Municipal Employees, Council 4, hereinafter referred to as the “Union” have reached the following understanding:

1. The State and The Union have agreed upon a uniform definition of seniority as provided in Article 12, Section One of the collective bargaining agreement between the parties.
2. The State and the Union have agreed to apply this Article 12, Section One seniority definition to Article 13, Order of Layoff and Reemployment, Section Two thus removing the bargaining unit seniority criteria. However, seniority protection is only provided those employees with a minimum of six (6) continuous months of full-time service. A permanent employee must have achieved permanent appointment in a bargaining unit classification.
3. The State and the Union herein agree that Section Five (b) of Article 13 shall hereafter reference seniority as

defined in Article 12, Section One rather than Article 13, Section Two.

4. It is the intention of the State and the Union to ensure that this understanding is reflected in the new contract when the booklet is printed. This shall be achieved by making the adjustment referenced in item 3, above, in the construction of Article 13, Section Five (b).

MEMORANDUM OF UNDERSTANDING

The State of Connecticut hereinafter referred to as the "State" and the American Federation of State, County and Municipal Employees, Council 4, hereinafter referred to as the "Union" have reached the following agreement on application and use of funds:

1. Tuition Reimbursement funds have been established at \$133,000 effective July 1, 2002 and \$160,000 effective July 1, 2003. While these dates have passed, the parties agree that the funds shall not lapse. Upon approval of the contract by the Legislature these funds shall be activated as available.
2. In the allowance for reimbursement, those employees who applied for tuition reimbursement and were eligible during the designated period shall be reimbursed according to those applications following Legislative approval of the P-2 contract. Proof of satisfactory completion of applicable courses will be required.
3. The per credit hour reimbursement rate is established by effective date. The rate effective July 1, 2002 shall apply for reimbursement applicable between July 1, 2002 and June 30, 2003. The undergraduate rate remained at \$110 and the graduate rate remained at \$145. Effective July 1, 2003 the respective rates are \$135 undergraduate and \$220 graduate. These rates

apply for reimbursements for courses after July 1, 2003.

4. Conference and Workshop funds are established at \$50,000 effective July 1, 2002 and \$75,000 effective July 1, 2003. While these dates have passed, the parties agree that funds shall not lapse. Upon approval of the contract (P-2) by the Legislature these funds shall be activated as available.
5. Conference funds shall be applied to those employees who had been approved to attend and participated in conferences/workshops during the designated period. Employees eligible and entitled shall be reimbursed from these funds. Proper and adequate proof of expense for the conference/workshop will be required.

MEMORANDUM OF UNDERSTANDING

The Office of Labor Relations on behalf of the State of Connecticut, hereinafter referred to as the "State" and the Department of Labor, hereinafter referred to as "DOL", and the American Federation of State, County and Municipal Employees, hereinafter referred to as "AFSCME" on behalf of the Human Services (P-2) Bargaining Unit have agreed as follows:

1. Article 41, Section Three of the collective bargaining agreement has been activated by virtue of the DOL working Intermittent Claims Interviewers in excess of twenty (20) hours per week.
2. Intermittent Claims Interviewers working for DOL shall be covered by the P-2 bargaining agreement following six (6) months of continuous service, except such intermittent employees may be terminated at anytime by the Employer without the right of appeal.

3. Intermittent Claims Interviewers who work more than twenty (20) hours a week after having been employed six (6) continuous months shall be entitled to fringe benefits in the same fashion as temporary employees (Article 3, Section One).
4. Time served as an Intermittent employee shall be credited toward seniority once the employee has completed a working test period in a permanent position provided that there is no break between the period of Intermittent (over twenty hours per week) employment and permanent employment.
5. In defining six (6) months of continuous service, as addressed in item 2, the parties agree that 1044 hours of work must be realized to meet the six (6) months requirement.
6. In determining whether the intermittent employee meets the over twenty (20) hours of work per week requirement, DOL will calculate the hours worked on a quarterly basis. For any quarter where the calculation establishes the intermittent worker exceeded twenty (20) hours, he or she shall be considered eligible and entitled to benefits per this agreement of the succeeding quarter. Likewise, when the quarterly calculation establishes twenty (20) or fewer hours of work the benefits herein shall not be provided.
7. Holiday pay shall only be provided to intermittent employees when the holiday falls on a day when the intermittent employee has been scheduled to work.
8. This agreement shall be effective July 1, 2002, upon approval of the General Assembly pursuant to CGS 5-278(b).

**SUPERSEDEDENCE APPENDIX
STATUTES AND REGULATIONS AMENDED
MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
STATE EMPLOYEES BARGAINING COALITION**

STATUTES AMENDED

Conn. Gen. Stat.	§5-154(h)
Conn. Gen. Stat.	§5-156
Conn. Gen. Stat.	§5-156a
Conn. Gen. Stat.	§5-161(a)
Conn. Gen. Stat.	§5-174
Conn. Gen. Stat.	§5-192f
Conn. Gen. Stat.	§5-192i
Conn. Gen. Stat.	§5-192i
Conn. Gen. Stat.	§5-192u
Conn. Gen. Stat.	§5-196(l),(q),(x)
Conn. Gen. Stat.	§5-213
Conn. Gen. Stat.	§5-247
Conn. Gen. Stat.	§5-250
Conn. Gen. Stat.	§5-254
Conn. Gen. Stat.	§5-257
Conn. Gen. Stat.	§5-259
Conn. Gen. Stat.	§10-153d
Conn. Gen. Stat.	§10-183e
Conn. Gen. Stat.	§10-183f
Conn. Gen. Stat.	§19a-166 (d) and (e)

REGULATIONS AMENDED:

Reg. Conn. State Agencies §5-213-1

Reg. Conn. State Agencies §5-238-1,2

Reg. Conn. State Agencies §5-245-1

Reg. Conn. State Agencies §5-247-2

Reg. Conn. State Agencies §5-248-2,3

Reg. Conn. State Agencies §5-248a

Reg. Conn. State Agencies §5-250-1,2,3,8

Reg. Conn. State Agencies §5-254-1,2

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

<u>Classification</u>	<u>Salary Grade</u>
Apprenticeship and Training Consultant	23
Apprenticeship and Training Field Supervisor	24
Assistant Retirement Counselor	17
CDHI Counselor f/t Deaf & Hearing Impaired	22
CDHI Interpreter Assistant	17
CDHI Job Development Specialist	24
CDHI Supervisor of Counseling Services	24
Child Day Care Licensing Specialist	23
Child Day Care Licensing Supervisor	25
Children's Services Consultant	25
Community Advocacy Specialist	22
Complaint Officer	19
Connecticut Careers Trainee (Social & Human Services)	15
Eligibility Services Specialist	20
Eligibility Services Supervisor	23
Eligibility Services Worker	19
Employment & Training Technical Assistance Sprv. RC	26
Employment Security Appeals Referee	26
Employment Security Associate Appeals Referee	28
Employment Security Intermittent Interviewer	14
Employment Security Investigator	19
Employment Security Principal Appeals Referee	31
Extension Program Education Advisor	12
Extension Program Education Coordinator	17
Extension Program Education Liaison	14
Fair Hearings Officer (DSS)	25
Fair Hearings Supervisor (DSS)	28

<u>Classification</u>	<u>Salary Grade</u>
Field Representative	23
Field Representative-Services for the Blind	22
Field Supervisor of Wage Regulation	26
Housing and Community Development Agent	24
Housing Department Program Coordinator 2	21
Housing Department Program Supervisor 1 (RC)	25
HRO Affirmative Action Compliance Supervisor	27
HRO Affirmative Action Program Analyst	23
HRO Asst. Commission Counsel 1	24
HRO Asst. Commission Counsel 2	28
HRO Complaint Intake Officer	19
HRO Representative	23
HRO Trainee	17
Human Services Advocate (DMH)	22
Human Services Advocate (DMR)	22
Human Services Advocate (OPA)	22
Interpreter for the Deaf & Hearing Impaired	22
Labor Dept Adjudication Specialist	20
Labor Dept Adjudication Specialist	23
Labor Dept Assoc. Community Services Rep	19
Labor Dept Assoc. Community Services Rep	21
Labor Department Business Services Spec.	20
Labor Department Business Services Spec.	23
Labor Department Career Devel. Spec.	20
Labor Department Career Devel. Spec.	23
Labor Dept Community Services Rep	20
Labor Dept Community Services Rep	20
Labor Dept Employer Services Specialist	23
Labor Dept Operations Coordinator	25
Labor Dept Operations Coordinator	28
Labor Dept. Program& Svcs Coord.	23
Labor Dept. Program& Svcs Coord.	26

<u>Classification</u>	<u>Salary Grade</u>
Labor Dept Resource Associate	20
Labor Dept Resource Associate	23
Labor Dept. Unit Leader	23
Labor Department Vets Employ. Outreach Wkr	17
Labor Department Vets Employ. Outreach Wkr	19
Marketing Representative Services f/t Blind	25
Parole Victim Svcs Coordinator	22
Protection & Advocacy Assistant Program Director	25
Protection & Advocacy Investigator	22
Protection & Advocacy Program Director	28
Public Assistance Consultant	26
Quality Control Reviewer (Social Services)	22
Quality Control Supervisor	25
Quality Control Supervisor (Unem Ins)	25
Retirement Counselor	19
Retirement Investigator	18
Retirement Research Counselor	22
Social Services Aide (RC)	08
Social Services Assistant	11
Social Services Investigations Supervisor	23
Social Services Investigator	19
Social Services Lead Investigator	20
Social Services Liaison Officer	17
Social Services Program Assistant Specialist	23
Social Services Program Assistant Supervisor	25
Social Services Program Assistant Technician 1	17
Social Services Program Assistant Technician 2	21
Social Services Trainee	14
Social Work Case Aide	16
Social Work Supervisor	26
Social Worker Social & Human Services	24
Social Worker Trainee Social & Human Services	18

<u>Classification</u>	<u>Salary Grade</u>
Supervisor of Retirement Counseling Services	25
Supervisor of Workers Rehab Services	28
Veterans Aid Investigator	19
Veterans Services Officer	22
Veterans Services Supervisor	25
Vocational Rehabilitation Counseling Coordinator(CL/PAT)	26
Vocation Rehabilitation Counselor(CL/PAT)	23
Wage & Hour Investigator 1	19
Wage & Hour Investigator 2	20
Wage Enforcement Agent	23
Youth Services Assistant Unit Leader	19
Youth Services Group Leader	18
Youth Services Officer	17
Youth Services Officer Trainee	14
Youth Services Unit Leader	23
Youth Wilderness School Assistant Director	25
Youth Wilderness School Director	29
Youth Wilderness School Field Program Coord.	20

LONGEVITY
SEMI-ANNUAL PAYMENT
(JULY 1, 2002 THROUGH JUNE 30, 2006)

Salary Group	10 Years	15 Years	20 Years	25 Years
1-11	75.00	150.00	225.00	300.00
12	75.25	150.50	225.75	301.00
13	92.00	184.00	276.00	368.00
14	94.75	189.50	284.25	379.00
15	97.50	195.00	292.50	390.00
16	100.50	201.00	301.50	402.00
17	103.25	206.50	309.75	413.00
18	106.00	212.00	318.00	424.00
19	109.00	218.00	327.00	436.00
20	111.75	223.50	335.25	447.00
21	114.75	229.50	344.25	459.00
22	136.25	272.50	408.75	545.00
23	142.00	284.00	426.00	568.00
24	147.75	295.50	443.25	591.00
25	153.25	306.50	459.75	613.00
26	159.00	318.00	477.00	636.00
27	164.50	329.00	493.50	658.00
28	170.25	340.50	510.75	681.00
29	187.50	375.00	562.50	750.00
30	193.00	386.00	579.00	772.00
31	198.75	397.50	596.25	795.00
32	204.25	408.50	612.75	817.00
33	210.00	420.00	630.00	840.00
34	215.75	431.50	647.25	863.00
35	221.25	442.50	663.75	885.00

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

**MEMORANDUM OF UNDERSTANDING
IMPLEMENTATION OF INCREASED WORKWEEK**

The increases in the length of the standard workweek shall be effective as follows:

Date	Workday increase	Workweek increase
30 days		
after appr.	15 min. daily (7.25 hr)	1.25 hr. weekly (36.25 hr)
7-1-96	15 min. daily (7.50 hr)	1.25 hr. weekly (37.50 hr)
7-1-97	15 min. daily (7.75 hr)	1.25 hr. weekly (38.75 hr)
7-1-98	15 min. daily (8.00 hr)	1.25 hr. weekly (40.00 hr)

The increases in the length of the standard work week shall be effective at the start of pay period that includes July 1 of the specified years, except that the first increase shall be at the start of the first pay period that commences at least 30 days after legislative approval.

Paid Leave: The monthly accrual of vacation and sick leave shall be earned on the basis of the increased length of the standard work day on a prospective basis, starting with the first full calendar month after each increase. The crediting of personal leave shall reflect the length of the standard work day as of January 1 of each calendar year. Employees who use a full day of personal leave after one of the above increases in the length of the work day, however, shall receive the increased compensation for the longer work day but shall only be charged the number of hours that equaled the standard workday as of January 1 of that calendar year.

General Applicability: The parties intend that all contract provisions will be interpreted and applied consistent with the increased workweek and increased workday. In order to avoid repetitive changes in various contract sections for each change in the workweek, the parties agree that all references to

the thirty-five hour workweek shall be considered to have been updated to reflect the increased workweek then in effect. Similarly, all references to the seven hour work day shall be considered to have been updated to reflect the increased work day then in effect.

Part-Time Employees: The above increases in the length of the standard workweek shall not apply to part-time employees although the State retains the right to increase the schedules of part-time employees. The parties agree that the pro-rating of benefits for part-time employees shall be calculated based upon the increased standard workweek then in effect.

It is agreed that the increase in the standard schedule and workday will not affect the leave accrual calculations of a part-time employee whose work schedule has not otherwise been changed. It is expected that the change in part-time calculation to a proportion of a 36.25 week that is then applied to a 7.25 hour day (or the subsequent changes, ending with the proportion of a 40 hour week that is applied to a 8.0 hour day) will not reduce the monthly leave accruals of a part-time employee whose schedule remains at the same number of hours per week. It is agreed, however, that if there was to be a reduction in the monthly accrual based solely on the mathematical calculation, it would be addressed by the parties in order to maintain the benefit of the current calculation of a proportion of a 35 hour week that is applied to a 7 hour day.

This provision shall not be applicable to a part-time employee whose schedule is increased or reduced.

It is further agreed that the increase in the minimum eligibility hours will not disqualify a part-time employee currently receiving health insurance benefits whose work schedule has not otherwise been changed. For example, a part-time

employee with a eighteen hour per week schedule as of January 1, 1996 (and who continues on that schedule) shall retain health coverage despite the increase in the minimum eligibility standards from 17.50 hours to 18.125 hours on or about April 1996 to 18.75 hours on July 1, 1996, to 19.375 hours on July 1, 1997 and to 20 hours on July 1, 1998.

MEMORANDUM OF UNDERSTANDING

The parties agree that within the Department of Children & Families, Connecticut Juvenile Training School, if an employee is to be reassigned in order to fill the service needs of the clients, the Employer shall take into consideration the pattern of pass days prior to making the reassignment.

Grievances regarding this matter shall be subject to the Grievance Procedure up to Step III. The decision rendered by the Office of Labor Relations at Step III shall be final.

STIPULATED AGREEMENT

This Agreement is made by and between the State of Connecticut Executive Branch, the Department of Children and Families, the Department of Social Services, the Department of Administrative Services and America Federation of State, County and Municipal Employees, AFL-CIO.

Due to the increased workload, as a result of increased requests made to the Department of Children and Families, for investigations and treatment of families relating to the abuse and neglect of children, and the increasing workload within the Department of Social Services relating to Welfare Reform and Block Grant Administration, employees who may be deemed exempt under the Fair Labor Standards Act, and C.G.S. 5-245(b) who are covered by the provisions of the Social and Human Services Agreement (P-2) have been required to work an inordinate amount of overtime to meet client demands. As such, the parties agree that Social Work Supervisors will be compensated at the rate of time and one-half of their hourly

rate based on his/her annual salary for all hours worked over forty (40).

This Agreement will terminate effective June 30, 2006. At the discretion of the Commission of Administrative Services, this Agreement may be extended, subject to Legislative approval.

This Agreement is without prejudice to either party's position on the proper interpretation of the Social and Human Services Agreement (P-2), and shall not be used as a precedent for the position of either party in this or any other matter.

APPENDIX A

EXCERPTS FROM SCOPE & STATE AGREEMENT

Section Two - Maintenance Of The Pay Equity System.

A. There shall be a joint-labor management committee by bargaining unit to discuss the creation of all new or changed jobs within the bargaining unit.

B. The Objective Job Evaluation unit in concert with the Master Evaluation Committee will complete an evaluation for new jobs in accordance with the Willis Point Factor Evaluation system. Once the class has been filled by an employee for at least 12 months, the agency and the Union will be notified by the Objective Job Evaluation unit that an evaluation review of the job will take place. The salary group will be established as "temporary" pending the formal Master Evaluation Committee review after a permanent incumbent has been in the job for twelve months. After that formal review the salary group will be re-adjusted up or down to its appropriate place on the line. If the points indicate that the salary group should move down, current incumbents will remain in the salary group that they were hired in and will move through the maximum of that salary group; future incumbents will be hired in at the appropriate salary group. If the points indicate that the salary group should move up, current incumbents shall be upgraded and the classification shall be placed in the higher salary group.

In the case of a bona fide emergency (e.g. health, safety, public welfare, immediate loss of funding), a new class may be processed without a formal Master Evaluation Committee review. The Objective Job Evaluation unit will be notified when there is a bona fide emergency and will prepare a preliminary evaluation for the class.

If a position is assigned to a point score higher than those contained in the appropriate unit agreement, the position shall be assigned a salary group based on the pay line formulas used to establish the point breaks contained herein.

C. Class Re-evaluation Hearing Process for Classes Studies under the Willis Point System.

1. The Union but not an individual employee shall have the right to appeal in writing to the director of the job evaluation unit by submitting a complete description of those changes in job content/working conditions that would be significant enough to affect evaluation.

2. When there is a determination by the OJE unit that there are significant enough changes in job content/working conditions to affect the evaluation of the class, the director will schedule an MEC hearing within 60 days. This time frame may be extended for an additional 30 days by mutual agreement.

3. If the director determines that there are not significant enough changes in the job content/working conditions, the OJE unit will notify the agency and the Union.

(a) The Union (except P-5, NP-5, P-3A, P-3B and P-4 which shall be covered by paragraph b) have the right to appeal the determination of the OJE director to a mutually agreed upon arbitrator or permanent umpire who shall be experienced in public sector position classification and evaluation. He/she shall base his/her decision on the following criteria:

(i) Whether there was a change in job content/working conditions of the class appealed significant enough that it would change its evaluation points.

(ii) Having found a significant enough change in job content/working conditions, the class shall be presented to the Master Evaluation Committee for evaluation.

(b) P-5, NP-5, P-3A, P-3B and P-4 class re-evaluation contract language specified in their existing collective bargaining agreements shall govern if the OJE unit finds that the changes in job content/working conditions are not significant enough to affect evaluation points.

4. The results of an Master Evaluation Committee class re-evaluation hearing are considered to the final evaluation for that appeal.

F. Classification Audit System

All classes that fall under the scope of the Objective Job Evaluation program will be systematically reviewed every five (5) years and, where there have been changes in job content, the job classification will be up-dated. The classes will be re-evaluated if there has been a significant enough change in the class responsibilities or working conditions to affect evaluation points.

The first classes to be studied and implemented under this review will be any classes covered in the NP-3 and P-2 studies. Because of a lack of an appeal process, NP-3 and P-2 classes will have their benchmarks re-evaluated by the Master Evaluation Committee.

Section Three - Placement And Training Committee

A. The parties reaffirm their commitment to maximize employment opportunities for State employees and to mitigate the impact of layoffs which may occur.

B. Except as modified below, the parties agree to continue the placement and training program as provided for in SEBAC 3.

1. Funds not used in 1992-93 and 1993-94 shall be carried over into subsequent fiscal years.

2. The joint labor/management committee established under this Agreement to review the State's classification system shall make recommendations on the future role of the placement and training program.

3. An eligible employee who goes through the DAS placement process and who is qualified for a higher position which is vacant and which the State has decided to fill, shall have preference for employment over outside hires. An employee who takes a higher position under the DAS placement process shall be paid at a rate that provides for a promotion to the position.

4. An employee who takes a position in a lower salary grade as part of the placement or on-the-job-training process shall be paid at the rate within the lower salary grade which is closest to but not more than his/her current salary, but not to exceed the maximum.

5. If an agency decides not to fill a vacant funded position with an employee who is qualified to fill the position, then the Agency shall state the reasons for not filling position to the Commissioner of Administrative Services. The Commissioner of Administrative Services shall make the final decision as to whether the employee shall be placed into the vacant funded position. The provisions above which provide for the placement at the direction of the Commissioner of Administrative Services shall only apply to positions in the classified service and to unclassified positions in the Departments of Corrections, Social Services, Mental Retardation, Children and Families, Education and Services for Blind, Public Health and Addiction Services and Mental

Health. Other employers and appointing authorities retain the right to determine whether an individual shall be appointed to the vacant funded position.

Section Four - Equity

A. Effective on each employee's anniversary date during the 1995/96 fiscal year, prior to the application of their annual increment, if any, their salary grade shall be adjusted based upon the appended objective job evaluation point breaks applicable to their bargaining unit. The salary grade adjustment shall be made based upon the round up method, i. e. the individual shall be placed in the new salary grade at the step closest to but not less than her/his current salary.

B. Those employees on step one of their salary grade at the time their classification is upgraded, pursuant to this agreement, shall remain in their current salary grade until their next anniversary when they shall move to the newly assigned salary grade through the round up method defined in section 4.A above.

C. Notwithstanding Section 4.A, employees who are hired on or after June 23, 1995 shall be hired at step one of the classification's salary grade prior to this agreement and shall move with employees on step one as provided in Section 4. B.

D. All employees hired after December 20, 1996 shall be hired at the pay grades delineated in the appendices.

E. Notwithstanding Section 4.B, employees who are hired prior to July 1, 1994 and who as a result of a promotion are on step one of their salary grade on their anniversary date in fiscal 1995/96 shall be upgraded, pursuant to this agreement, on that anniversary date by an amount equal to one half of the difference between their current step one and the appropriate step one based upon this agreement. On their subsequent anniversary date, the employees shall be moved to step one of the higher group.

F. Shift, Weekend, or Overtime Differentials

Any classification currently eligible for overtime, weekend, or shift differential payments shall continue to be eligible for same upon the implementation of this Agreement. The purpose of this section is to ensure that no employee's entitlement to overtime, shift, or weekend differentials, is diminished as a result of this pay equity agreement.

G. Working Conditions

All bargaining units shall be allowed to negotiate stipends for working condition issues.

H. Red Circled Classes

If a red-circled class has a parallel class which has been assigned Willis points, the Willis points shall apply to the red-circled class. Any upgrading that results from this Agreement shall take place concurrently with the implementation of this Agreement. No one in a red-circled class shall be downgraded as a result of this evaluation. If there is no parallel class, the red-circled class shall be evaluated by the Master Evaluation Committee. If there is an upgrading based on Willis points assigned to the job, it shall take place retroactive to the date of the implementation of this Agreement. No one in a red-circled class shall be downgraded as a result of this evaluation.

I. Recruitment and Retention

1. Recruitment and retention issues may be addressed in negotiations for a successor collective bargaining agreement in any collective bargaining unit.

2. During the term of a collective bargaining agreement, if either party believes a recruitment and retention issue exists which is not covered by the terms of the collective bargaining agreement, the parties will meet and discuss the issues and options for the resolution of the matter. To determine whether a recruitment and retention issue exists, the parties shall be

guided by, but not limited to, the criteria set forth in Appendix A.

3. If the parties reach an agreement over recruitment and retention issues during the term of a collective bargaining agreement, any adjustments in pay shall be effective and implemented on the date specified by the parties.

J. Downgradings

No classification or individual shall be downgraded or red circled as a result of the implementation of the Objective Job Evaluation Study.

Section Five - Long Term Equity

In July 2005 a committee shall be convened which shall report on the status of pay equity. This report shall be made to the Governor, the General Assembly, and all state employee union representatives. This committee shall determine if any inequities based upon the race or gender of position incumbents has been reestablished. The committee shall be comprised six appointees of the state employee bargaining agents, six appointees of the Governor, and six appointees of the General Assembly.

Section Six - Disputes And Arbitration

A. Disputes Regarding General Provisions

1. There will be a labor-management review committee consisting of two representatives of the unions which are signatories to this Agreement, who shall be designated by the unions representing a majority of the bargaining units and a majority of state employees, and two representatives of the State employer.

2. Any dispute regarding the interpretation or application of the general provisions of the agreement may be submitted to the labor-management review committee, which shall meet to consider the dispute within two weeks of the union's request. If the dispute is not resolved, the matter may

be submitted to final and binding arbitration. The arbitrator shall be mutually agreeable to the parties. If the parties can not agree to an arbitrator, one will be selected using the Voluntary Rules of the American Arbitration Association. The expenses for the arbitrator's services and for the hearing shall be shared equally by the parties.

B. Unit Specific Disputes

Disputes regarding the interpretation or application of this agreement to a specific bargaining unit shall be grieved under that bargaining unit's collective bargaining agreement.

Section Seven - Duration

This agreement shall be effective upon approval by the Connecticut General Assembly.

This agreement shall continue in full force and effect unless modified by mutual agreement of the parties or by individual bargaining agreements which specifically provide for a supersedence of the coalition agreement.

**STATE OF CONNECTICUT
BARGAINING TEAM**

Robert L. Curtis
Chief Negotiator

Lynn Paton	Dept. of Children & Families
Rudolph Jones	Dept. of Social Services
Thomas Malecky	Dept. of Labor
Micheal Carey	Dept. of Public Health
LeeAnn Appleton	CHRO
Stacie Mawson	CDHI

**AFSCME COUNCIL 4
BARGAINING TEAM**

James French
Chief Negotiator

Mary Richardson
Service Representative

Keith Gatling	Dept. of Social Services
Belinda May	Dept. of Social Services
Lois Brodeur	Dept. of Social Services
Sandy Dearborn	Dept. of Social Services
David Parsons	Dept. of Social Services
Joan Parker	Dept. of Children and Families
Paula Ross	Comm. Human Rights
Carol Carney	Dept. of Labor
Herb Pelley	Dept. of Labor
Charlie Dearborn	Dept. of Labor

P-2

PAY

PLANS

INDEX

A

Agency Service Fees.....	07
Agreement, Who it Pertains to.....	02
Annual Increment, Grounds for Denial.....	15
Arbitration.....	28

B

Block Time, Union Business Leave.....	10
Blue Book, Reference.....	66
Break Periods.....	37
Bulletin Board.....	10
Bumping.....	21

C

Call Back Pay.....	38
Call-in on a Holiday.....	49
Civil Leave.....	47
Class Comparability.....	24
Class Reevaluation, Upgrading.....	61
Classifications.....	96
Client Fraud Security Fund Reimbursement.....	67
Compensation.....	57
Night-shift Differential.....	58
Week-end Differential.....	58
Compensatory Day.....	49
Conference, Attendance.....	17
Conference & Workshop Funds.....	70
Contracting Out.....	42

D

Demotion.....	32
Derogatory Material.....	14
Discipline.....	32
Discrimination, Unlawful.....	41
Dismissal.....	32
Donation of time.....	56

Duration of Agreement.....	76
Durational Employee, Defined.....	01
Group Life Insurance.....	04
Group Health Insurance.....	04
Holiday Benefits.....	04
Sick Leave.....	04
Time Served as.....	05
Vacation.....	04
When Covered by Agreement.....	04

E

Employer Conduct, Discipline.....	34
Employer Facilities.....	12
Union Access to.....	12
Union Handouts.....	12
Use of Telephones.....	12
Entire Agreement.....	02
Evaluations.....	15

F

Facility Use.....	12
Union Meetings.....	12
Funeral Leave.....	52

G

Grievance Procedure.....	26
Group Health Insurance.....	62

H

Hazardous Driving Conditions, Lateness Due to.....	67
Hazardous Duty.....	63
Health Insurance.....	62
Holidays.....	48
When on Sick Leave.....	55
Hours of Work.....	35

I

Illness/Injury Directly Traceable to Employer Other
 than State of Connecticut.....52
Immediate Family, Defined for Sick.....52
Increased Work Week.....102
Indemnification.....45
 Malpractice.....45
Informal Resolution, of Grievances.....26
Information, Access to.....10
Initial Working Test Period, Dismissal During.....17
 Right to Grieve.....18
 Seniority Computation.....19
Institutional Grievance.....26
Intermittent Claims Interviewer.....66
Interpreters.....79
Interrogation.....35
Involuntary Transfers.....25
 Stewards.....13

J

Jury Duty.....47
 Time Spent not Considered for Completing Working
Test or Trainee Period.....17
Just Cause, What it Includes.....32

L

Labor Management Committee.....43
 Local, Establishment of.....43
 Matters They May Review.....43
Lateness Due to Hazardous Driving Conditions.....67
Layoff Procedure.....20
 Seniority Defined.....19
 Sick Leave Accrued.....51
 Superseniority for Stewards.....13

Leave Without Pay, Medical.....	55
Pending Possible Dismissal Action.....	34
Legislative Action.....	68
Less than Good Service Rating, What Constitutes.....	15
Longevity Calculation, Change as a Result of Contract Changes.....	57
Longevity Payment.....	100

M

Malpractice, Right to Council.....	45
Management Rights.....	06
Maternity Leave.....	48
Matters Which are Grievable but not Arbitrable.....	31
Matters Which are not Grievable or Arbitrable.....	32
Meal Periods.....	37
Meal Reimbursement.....	64
Medical Appointments, Sick Leave Usage.....	52
Medical Certificate, When Required.....	53
Medical Leave of Absence, Unpaid.....	55
Mileage.....	65
Military Leave.....	48
Miscellaneous.....	66

N

Night Shift Differential.....	58
No Strikes.....	05
Non-discrimination.....	41
Non-grievable Matters.....	31
Non-permanent Employee, Defined.....	02
Bumping Rights.....	21
Re-employment Rights.....	22
Non-permanent Positions, Defined.....	02
Non-standard Work Week, Defined.....	36

Notice of Layoff	21
Minimum Time to Notify Incumbent.....	21
Sending Copy to Council 4.....	21

O

Objective Job Evaluation.....	59
Occasion of Sick Leave, Defined.....	53
Death in Immediate Family.....	52
What to Consider on Service Rating.....	53
Off-Duty Conduct.....	42
Operating Hours, Steps Before Establishing Significant Change.....	35
Order of Layoff and Reemployment.....	20
Orientation of New Union Members.....	13
Overtime.....	38
Call-back Pay.....	38
Distribution.....	39
Holiday, Call-in on.....	49
When is it Paid.....	39

P

Paid Leave Conversions.....	66
Parental Leave.....	46
Past Practices.....	76
Payroll Deductions.....	07
Permanent Employee, Defined.....	01
Provisionally Appointed.....	01
Rate of Pay.....	05
Permanent Part-time Employee, Defined.....	05
Permanent Position, Defined.....	02
Personal Leave.....	56
Not Used by the End of the Calendar Year.....	56
Requesting.....	57
Personal Vehicle, Reimbursement for Use.....	65

Personnel Records, Defined.....	13
Access to.....	13
Anonymous Material.....	14
Confidential Material.....	13
Derogatory Material.....	14
Pre-employment Information.....	13
Request by an Employee to View.....	13
Preamble.....	01
Pregnancy Leave.....	46
President, Local Union.....	12
Prime (Vacation) Time, Defined.....	51
Printing of Agreement.....	66
Prior Bargaining Unit Seniority, Restoration for Break.....	20
Privileged Information, Union Access to.....	14
Promotional Working Test Period, Failing.....	18
Right of Permanent Employee to Grieve.....	19
Provisional Employee, Defined.....	01
Fringe Benefits.....	05
Permanent Appointment.....	05
Time Served as.....	05

R

Reclassification Grievance.....	31
Recognition.....	01
Re-employment.....	22
Re-employment List.....	23
Appointment From.....	23
Appointment into Lower Salary Range.....	23
Arrangement of Names.....	23
Promotional Vacancies.....	23
Removal From.....	23
Right of Employees to Fill.....	23
Rights of Non-permanent Employee.....	23

Right to Remain on.....	23
Right to Remain on, if Appointed into Lower Salary Range.....	23
Salary Calculation, if Appointed into Lower Salary Group.....	23
Salary Calculation, if Appointed into Former Salary Group.....	23
Reimbursement, Use of Personal Vehicle.....	65
Release of Information, on Separated Employees.....	14
Rest Periods.....	37
Retirement.....	62
Payment of Sick Leave.....	56
Right of Supervisor to Maintain Notes on Employee Performance.....	15

S

Safety.....	44
Labor Management Committee Agenda Item.....	44
Salary Payment.....	59
Salary Schedule.....	115
Savings Clause.....	69
Self Incrimination.....	42
Waiver of.....	42
Seminar, Traveling to on Other Than Normal Workday.....	17
Seniority, Defined.....	19
Layoff.....	19
Lists.....	20
Restoration for Prior Service.....	23
Standby Program.....	72
Vacation.....	50
Work Schedule.....	37
Working Test Period, Initial.....	17

Service Ratings.....	15
Comments on.....	16
Constructive Suggestions.....	16
Eligibility for Annual Increment.....	15
Grieving.....	15
Occasion(s) of Sick Time.....	53
Who Conducts it.....	15
Sick Leave.....	51
Accrual.....	51
Leave Without Pay More Than 5 Days.....	51
When it Begins.....	51
Advance.....	54
Advance With 20 Years Service.....	55
Critical Injury/Illness to Immediate Family.....	52
Death of Employee.....	52
Dental Appointment.....	52
Extended.....	54
Eye Examination.....	52
Funeral Other Than Immediate Family.....	52
Holiday, When on.....	55
Immediate Family, Defined.....	52
Medical Appointment.....	52
Medical Certificate.....	53
Medical Leave of Absence, Unpaid.....	55
Occasion, Defined.....	53
Re-employed into State Service.....	55
Retention When Laid Off.....	55
Retirement.....	56
Reviewing Employees Record for Usage.....	53
Usage Problem.....	53
Spousal Leave.....	46

Standard Work Week, Defined.....	35
Notice Before Changing to Non-standard or	
Unscheduled.....	36
Standby Program.....	72
Step I Grievance.....	27
Filing Time Period.....	27
Procedure.....	28
Step II Grievance.....	28
Filing Time Period.....	28
Procedure.....	28
Union Representative(s).....	26
Step III Grievance.....	28
Filing Time Period.....	28
Procedure.....	28
Step IV Grievance, Arbitration.....	28
Filing Time Period.....	28
Procedure.....	28
Hearing Witnesses.....	30
Stewards.....	07
Involuntary Transfers.....	13
Request to Meet with Employee.....	09
Responsibility to Notify Unit Supervisor.....	09
Role in Processing Grievance.....	09
Superseniority.....	13
Strikes - Lockouts.....	05
Supersedence.....	67
Appendix.....	116
Superseniority.....	13
Suspension.....	32
Time Period to File a Grievance.....	33

T

Temporary Employee, Defined.....01
 Group Health Insurance.....03
 Group Life Insurance.....04
 Holiday Benefits.....03
 Sick Leave.....03
 Time Served as.....04
 Vacation.....03
 When Covered by Agreement.....03
Temporary Service in a Higher Class.....60
Trainee Class, Seniority Computation.....19
Training.....16
 Management Rights.....17
 Rights of Senior Employees.....17
Transfers.....24
 Accepting After an Employee has Been
 Transferred.....25
 Involuntary.....25
 Lists.....24
 Pattern of Unreasonable Denial.....25
 Reviewing When a Vacancy Occurs.....24
 Right of Most Senior Adversely Affected Employee..25
 Voluntary.....25
Travel Reimbursement.....64
Tuition Reimbursement.....69

U

Uniforms & Equipment.....64
Unhealthy Working Condition Disputes.....45
Union Business Leave.....10
Union Dues.....07
 Union Dues, While on Worker's Compensation.....08
Union Representation, Employee's Right to.....42
 Waiver of Employee's Right to.....42

Union Business Leave, Block Time.....	10
Union Rights.....	08
Union Security.....	07
Unsafe Working Condition Disputes.....	44
Upgrading, Class Reevaluation.....	61
Unscheduled Work Weeks.....	36
Use of Employer Facilities.....	12

V

Vacancies Filled by Other Means Than Transfers.....	25
Priority of Agency Re-employment List Over Promotional Candidates.....	25
Reviewing Transfers.....	25
Vacation.....	50
Accrual.....	50
Accrual When on Leave Without Pay for 5 Days or More.....	50
Accumulation	50
Advanced.....	51
Seniority for Accrual Eligibility.....	50
Pay, Advance of.....	51
Request, Multiple Requests for Same Time.....	51
Schedules, Once Posted or Approved.....	51

W

Waiver Against Self Incrimination.....	42
War Service.....	19
Weekend Differential.....	58
Witness at Step IV Hearings.....	30
Work Now, Grieve Later Rule.....	44
Working Test Period.....	17
Extending.....	18
Jury Duty Time.....	47
Promotional.....	18
Unsatisfactory Performance.....	18
Work Related Disabilities.....	63
Work Schedules.....	35

Changing Upon Employee's Request.....	37
Definitions.....	36
Meal Periods.....	37
Modifications	37
Rest Periods.....	37
Workshop Funds.....	70