



**STATE OF CONNECTICUT**  
**OFFICE OF POLICY AND MANAGEMENT**  
**Office of Labor Relations**

September 6, 2017

**GENERAL NOTICE NO. 2017-08-REVISED**

**TO: Labor Relations Designees**

**FROM: Office of Labor Relations**

**SUBJECT: Council 4, American Federation of State, County and Municipal Employees,  
(Local Nos. 387, 391 and 1565) AFL-CIO (NP-4) Contract Changes**

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The following summarizes the substantive changes contained in the 2016-2021 Corrections (NP-4) Council 4, American Federation of State, County and Municipal Employees, (Local Nos. 387, 391 and 1565) AFL-CIO Bargaining Unit Contract. On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues. As these changes were not substantive in nature, they are not summarized herein. When finalizing the Agreement, additional changes may be made by mutual agreement.

**Article 1 Recognition**

**Section One** Addition of Successor Employer protection language:

“Successor or assigns” means any purchaser, assignee, or transferee to the business or services that are provided by the State in this collective bargaining agreement.

If the State considers to sell, assign, or transfer its business or services that are subject to this collective bargaining agreement, the State’s Request for Proposal (“RFP”) for successors and assigns shall include:

- A requirement that this collective bargaining agreement be binding upon and enforceable against any successor employer, purchaser, assignee, or transferee who succeeds to the State’s business or services;
- A requirement that the successor or assigns are bound by Conn. Gen. Stat. § 5-270, et seq. in negotiating successor collective bargaining agreements and its dealings with the Union;
- A requirement on the successor or assigns to recognize the Union as the exclusive representative of all employees in the unit certified by the Connecticut State Board of Labor Relations, in Case No. SE-4728, Decision No. 1703, issued January 5, 1979, including, temporary and durational employees;
- A requirement on the successor or assigns that all bargaining unit members be employed

- by the successor or assigns without having to pass a new probationary period;
- A requirement on the successor or assigns that all bargaining unit members be employed by the successor or assigns without having to fill out a new job application;
  - A requirement on the successor or assigns that all bargaining unit members be employed by the successor or assigns without having to pass a pre-employment check.

**Article 6 Union Security and Payroll Deductions:**

**Section Four** Change reference from “social security” to “employee” number.

**Article 7 Union Rights**

**Section Seven** Change the current 500 person-days per year to 650 person-days per year which shall be granted without loss or pay of benefits for the purpose of attending to union business-related functions.

Add sentence to the last paragraph: “Union Business Leave time shall be properly dated when the request for UBL could not be timely made in writing, due to unforeseen occurrences.”

**New Section Fourteen Retirement Counseling Meeting**

If the retirement counseling meetings are scheduled when an affected employee is scheduled to work, then the employee shall be released to attend said retirement meeting(s) with the State Retirement Division on their regular work time.

**Article 10 Seniority**

**Section Two (B)** Add sentence: “An employee being involuntarily transferred to another facility, under this section, shall retain their shift upon request.”

**Section Two (C) (1)** Canine language moved from Appendix D to be placed after second sentence. “Employees who are assigned to the canine corps operation will be required as a condition of such employment to agree not to transfer out of that assignment for a minimum of two years.”

**Section Two (C) (2)** Transfer list language moved from Appendix D. “Outside hires will be offered vacant NP-4 positions only after the transfer lists have been exhausted.”

**Section Ten** Add sentence: “Prior to staff transferring into the facility, the facility shall offer shift transfers to current staff on the transfer lists. Incoming facility staff shall be offered the remaining available shift assignments by seniority.”

## **Article 12 Grievance Procedure**

Changes to Step III timelines and Section 9 grievances regarding suspensions of 10 days or less, contract interpretation, etc. shall be submitted to the SBMA. Major disciplinary actions and terminations shall remain with the single private arbitrator in OLR – language for both sections below.

### **Step III Undersecretary for Labor Relations or Designee**

An unresolved grievance may be appealed to the Undersecretary for Labor Relations within seven (7) days of the date that the Step II response is due. Said Undersecretary or his/her designated representative shall hold a conference within forty-five (45) days of receipt of the grievance and issue a response within fifteen (15) days of the conference. The local union president or his/her designee, staff representative and steward may be present at the Step III level.

### **Section Nine Arbitration**

A. Within forty (40) days from receipt of a Step III response, or if no response, within forty (40) days of the due date, grievances regarding suspensions of eleven (11) days or more, terminations, demotion and/or lay-off, during the life of this Agreement, shall be submitted for arbitration as follows:

- 1) Submission. Submission shall be by certified letter, postage pre-paid, to the Office of Labor Relations.
- 2) Selection of Panel. The parties shall establish a panel of seven (7) arbitrators selected by mutual agreement.
- 3) Costs. The parties shall share equally in the expenses of the arbitrator.
- 4) Assignment of Cases. Cases shall be assigned on a rotating basis (alphabetically) to the arbitrator panel based on the date of filing, first filed, first assigned except that dismissal cases shall be given precedence in scheduling. For dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator.
- 5) Removal of Arbitrator. Either party, upon written notice to the other, between March 1<sup>st</sup> and March 10<sup>th</sup> of each contract year may remove an arbitrator(s). By April 1<sup>st</sup> the parties will have a reconstituted mutually agreed upon panel of seven (7) arbitrators for the succeeding contract year.
- 6) Arbitrability. A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice requirement shall be waived in instances of new evidence discovered during the arbitration hearing.
- 7) Pending Cases. The parties agree, immediately upon legislative approval of this Agreement, if not beforehand, to meet and discuss the backlog of pending arbitration cases with the goal of resolving, thereby reducing the numbers of the same.

- 8) Expedited Cases. Up to ten (10) cases per contract year by the Union and up to seven (7) cases per year by the State may receive expedited arbitrator assignment as exclusions to the "first filed, first assigned" rule expressed herein.
- 9) Postponements. In any individual arbitration case, each party will be allowed one postponement. Thereafter, postponements shall be by mutual consent of the parties.

B. Within forty (40) days from receipt of a Step III response, or if no response, within forty (40) days of the due date, grievances regarding all other complaints, including but not limited to, suspensions of ten (10) days or less, contract interpretation, etc., during the life of this Agreement, shall be submitted for arbitration to the State Board of Mediation and Arbitration (SBMA) according to the SBMA rules and regulations. Said submission(s) shall not require a filing fee.

### **Section Ten Arbitration Rules**

Whichever forum a grievance is filed and/or processed in according to section 9A. or 9B. above, the following shall apply:

- 1) Arbitrator's Authority. The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I.
- 2) Decision Final and Binding. 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.
- 3) Grievance Subjects. 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 working test period;
  - b) reduction in force decision, except for order of layoff;
  - c) classification and pay grade for newly created jobs, provided however, this clause shall neither enlarge nor diminish the Union's right to negotiate on pay grades;
  - d) compliance with health and safety standards and COSHA;
  - e) appeal of rejection from admission to an examination;
  - f) any grievance processed in accordance with the procedures in effect at the time the grievance arose;
- 4) Job Classification Disputes. Disputes over an employee's job classification (reclassification grievances) shall be subject to the grievance procedure but shall not be arbitrable. The third step of the reclassification grievance shall be the Commissioner of Administrative Services or designee and the final step shall be appealed to a 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.

- 5) Witnesses. The State will continue its practice of paid leave time for necessary witnesses of either party.
- 6) Hearings. All Arbitrations and related conferences or meetings shall be closed to the public, unless the parties jointly agree to the contrary.

### **Article 13 Dismissal, Suspension, Demotion or Other Discipline**

#### **New Section Twelve**

The implementation of a suspension action by the employer shall be delayed until the Step III response has been issued.

### **Article 14 Hours of Work and Work Schedules**

**Section Six** Canine language moved from Appendix D. "Correctional Officers assigned to the Canine Corps Operation, shall have their schedule modified from time to time due to training."

#### **Section Seven**

Maintain current number of swaps with smoothing of monthly allowance: Employees shall be allowed up to a maximum of seventy-four (74) swaps per calendar year, but no more than twelve (12) in any calendar month.

Effective July 1, 2018, employees shall be allowed up to a maximum of ninety-six (96) swaps per calendar year, but no more than twelve (12) in any calendar month.

Effective July 1, 2019, employees shall be allowed up to a maximum of one-hundred twenty (120) swaps per calendar year, but no more than twelve (12) in any calendar month.

### **Article 15 Overtime**

**Section Two** Changed "Red Eight" system to "Equalization System." Add language to end of paragraph: "Employees who refuse overtime, shall only be "charged" the number of hours offered in said overtime."

Overtime Process clarified and new Facility Specific Emergency Staffing Protocol (FSESP) added. *(This is currently in effect and Agency has this MOU).*

Double mandating of overtime worked clarified by FSESP. *(This is currently in effect and Agency has this MOU).*

## **Article 17 Compensation**

### **Section One General Wage Increases**

There shall be no GWI for the contract year 2016-2017.

There shall be no GWI for the contract year 2017-2018.

There shall be no GWI for the contract year 2018-2019.

Effective July 1, 2019, there shall be a three and one-half percent (3.5%) GWI.

Effective July 1, 2020, there shall be a three and one-half percent (3.5%) GWI.

### **Section Two Annual Increments**

- 1) There shall be no lump sum payment or annual increment for contract years 2016-2017 and 2017-2018.
- 2) There shall be a two thousand (\$2,000) dollar one-time payment to all employees the first pay-period in July 2018. The one-time payment shall be pro-rated for part-time employees.
- 3) Employees will continue to be eligible for and receive annual increments and lump sum payments in accordance with the existing practice, for contract years 2019-2020 and 2020-2021, except as specifically varied by contract.
- 4) Employees at the top step of the pay scale, for contract years 2019-2020 and 2020-2021, shall receive a \$750 lump sum payment, which shall be effective on the date that the employee's annual increment would have applied, except as specifically varied by contract.

### **Section Four Longevity**

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

- a) July 1, 2016 – June 30, 2017 longevity shall be paid on time.
- b) July 1, 2017 – June 30, 2018, October 2017 longevity shall be paid on time; April 2018 longevity shall be delayed until July 2018.
- c) July 1, 2019 – June 30, 2020 longevity shall be paid on time.
- d) July 1, 2020 – June 30, 2021 longevity shall be paid on time.

**Section Six                    Night Shift Differential**

Increase current differential of \$0.90 per hour to \$1.00 per hour effective July 1, 2019.

**Section Seven                Weekend Shift Differential**

Increase current differential of \$0.65 per hour to \$0.75 per hour effective July 1, 2019.

**Section Nine                 Facility Meal Reimbursement**

Effective July 1, 2017, new hire employees will not receive meal reimbursement in any facility for the term of this Agreement.

Current employees will continue to receive meal reimbursement, including during mandated shifts.

**Section Ten                  Working Conditions Stipend**

Increase current stipend from \$800 to \$950 effective July 1, 2019.

**Article 18                    Class Reevaluation (Upgrading)**

Language updated and moved from Appendix D.

**Section One**

The State and the Union agree to the following Class and SCOPE Reevaluation process:

- A. The State and the Union agree to maintain and continue the current practice of five (5) year class and class specification reviews where Objective Job Evaluation (OJE) adjustments may be resolved for jobs and classes which the Union believes have substantial changes in duties through interim bargaining and, if necessary, arbitration.
- B. New positions will be subject to bargaining and arbitration one (1) year after their creation, and an individual being in the position, whichever is later.
- C. The above-listed Class and SCOPE Reevaluation process may be amended upon mutual agreement.

**Section Two**

The following OJE point to pay grade assignments shall be effective beginning June 23, 1995 and as provided for in Section 4 of the SCOPE Agreement.

<b>GRADE</b>	<b>POINT</b>	<b>RANGE</b>
1	0	127
2	136	140
3	141	155
4	156	168
5	169	182
6	183	197
7	198	213
8	214	229
9	230	246
10	247	264
11	265	282
12	283	302
13	303	323
14	324	345
15	346	370
16	371	

**Section Three**

This Article shall not prevent the implementation of OJE adjustments agreed to or ordered prior to the effective date of the Agreement.

**Section Four**

Nothing in this Article shall be deemed to prevent the State from instituting a class reevaluation on its own initiative.

**Article 20 Group Health Insurance**

Updated to reference separate health insurance agreement between State/Union (editorial and consistent with Pension Article).

**Article 22 Pregnancy, Maternal, Parental and Family Leave**

**New Section Three** Conn. Gen. Stat. § 5-248a is eliminated and replaced by Conn. Gen. Stat. § 31-51kk, et seq., which is coordinated with the federal Family and Medical Leave Act (FMLA). Sick leave may now be used to care for an immediate family member in circumstances which would meet the requirement for qualified family care under the FMLA. The new state coverage also allows for intermittent leave.

In addition, employees have the ability to take unpaid maternity, paternity, or other childrearing leave for up to four (4) months beyond the expiration of any leave otherwise due under this section or under the FMLA. As is current practice, employees may extend personal medical



leave for up to twenty-four (24) weeks after all other leaves have expired and with appropriate medical certification.

Permanent part-time employees who do not meet the hours threshold of state and federal law shall continue to be eligible for unpaid family leave as per current practice. FMLA qualified sick leave shall be calculated separately from the non-qualified sick leave available under the contract. Use of sick leave under this provision shall not be deemed an incident or occurrence under an absence control policy.

The exact language of this provision is being finalized.

**Article 23 Labor Management Committee**

**Section One (B)** Update to reflect correct facilities.

**New Section Two** Delete outdated language and replace with the following: “The local president and/or designee shall have the option to attend a facility labor management meeting that fall within their locals’ Facilities.”

**Article 25 Vacations**

**Section One Schedule**

Language updated and moved from Appendix D.

Employees shall accrue vacation leave according to the following:

<u>Years of Service</u>	<u>Vacation</u>
Zero (0) to five (5) years:	One (1) day per month
Over five (5) and under twenty (20) years:	One and one-quarter (1 ¼) days per month
Over twenty (20) years:	One and two-thirds (1 ⅔) days per month

Every effort will be made in the Department of Correction to grant accrued leave time on weekends, upon request, if in the judgment of the appointing authority, staffing is available, and that security or necessary inmate programs are not jeopardized.

**A. Carryover** Delete outdated date references. No employee will carryover, without agency permission, more than ten (10) days of vacation leave to the next year. The maximum vacation accumulation shall be sixty (60) days.

**New Section Three**

Annual Vacation Schedule language regarding additional vacation requests added:

- A. Additional Vacation Requests. NP-4 members may request additional vacation leave other than annual vacation. These requests must be made no less than 24 hours prior to the day requested and no greater than 30 calendar days prior to the date requested. The day off requested is not counted as part of the 30 days. Requests for time off 30 days or less in advance shall be determined by seniority, and shall be processed at least one (1) hour prior to the completion of the shift the request was submitted.
- B. Previously Granted Time Off. In the event a NP-4 member changes facilities, shift or slot, all previously granted time off shall be honored and adjusted to the employee's new schedule. The time off shall be granted and not counted against the shift time off allotment. Staff with approved annual vacation transferring to another facility will not have their approved vacation count against the receiving facilities time-off allotment (compliment).

**New Section Four** A second shift employee who has vacation and/or time off scheduled, shall not be required to work beyond the end of their normally scheduled shift the day before said scheduled vacation or time off.

## **Article 26 Retirement, Insurances and Leaves**

**Section Five** Personal Leave moved from Appendix D. It is understood that each year:

- 1) up to three (3) days of personal leave;
- 2) up to three (3) days of sick leave utilized in the event of death in the immediate family; and
- 3) up to five (5) days of sick leave utilized in the event of critical illness or severe injury to a member of the immediate family creating an emergency shall not be counted as an occurrence of absence under Department of Correction Administrative Directive 2.11 or Board of Parole Policy.

**Section Six** Doctor's note for appointment of more than half-day moved from Appendix D.

Employees may be required to provide a doctor's note or appointment card to substantiate absences for medical appointments that exceed half a work day.

**Section Seven** Leave donation moved from Appendix D.

From time-to-time, on an as needed basis, bargaining unit members may donate their accrued vacation and/or personal leave to a fellow bargaining unit member who has at least six (6) months of State service and has achieved permanent status and has exhausted his/her own accrued paid time off, who is suffering from a long term or terminal illness or disability. Said benefit shall be subject to review and approval by the Commissioner of Administrative Services and shall be applied in accordance with uniform guidelines as may be developed by such Commissioner.

## **Article 27 Employee Uniform, Personal Appearance and Identification**

**Section Six** Language updated for current uniform allowance. Allotment of shirts reduced to 5. Uniform Spec/allotment moved from Appendix E – updated Article below.

### **A. All Custody, Correctional Maintenance, Correctional Industries, Correctional Commissary and Correctional Food Service employees shall be provided the following uniform items:**

1. Shirts (5): A total of five (5) long and/or short sleeve shirts; a minimum of one (1) shirt shall be long sleeve.
2. Trousers (5).  
NOTE: The number in parentheses next to the above uniform items indicates the quantity of the item (s) to be allotted to cadets at MTCSD, after which annual distribution shall be four (4) sets per year. Such distribution does not include swaps as needed.
3. Hat (1): Baseball style Cap or knit hat with insignia.
4. Belt (1): Law enforcement style duty belt. A key safe will also be issued.
5. Jacket (1) with zip-out lining.  
NOTE: Items one (1) through five (5) may be in accordance with specifications of previously issued articles until existing inventory are exhausted.
6. Universal Precaution Pouch (1): Pouch to be worn on the belt. A pair of disposable latex gloves and a CPR microshield shall be maintained in the pouch and shall be replaced after use.
7. Department Shoulder Patch (1) per shirt and jacket.
8. Badge (1) embroidered per shirt and jacket.
9. Name Tag (1) per shirt and jacket.
10. Body Alarms: Body alarm shall be issued to each hazardous duty staff.
11. Shoes (1 pair): Black shoes with black laces. Alternatively, black military type boots with black laces may be worn at the employee's expense. Trouser legs shall remain outside when worn with a black military type boot. Shoes will be supplied on a yearly basis. Employee may buy second pair at the State rate.
12. Socks (7 pair).

### **B. Placement of Authorized Optional Accessories**

1. American flag and/or P.O.W./M.I.A. pin may be worn on shirt centered directly under badge, with the base of the pin lined even with the top left pocket seam.
2. Ribbon of valor/ribbon of distinction may be worn on shirt centered above the name tag. When multiple ribbons are worn they shall be placed one above the other.
3. Accreditation pin may be worn on shirt centered directly above ribbon of valor/ribbon of distinction or above name tag.
4. Accreditation patch may be worn on the right shoulder 1" from the top of the jacket and/or sweater.
5. Honor Guard pin may only be worn by a present or past Honor Guard Member on the shirt centered directly over the ribbon of valor/ribbon of distinction or above name tag.

6. K-9 shoulder patch may only be worn by an active K-9 member on the right shoulder 1” from the top of the right shoulder seam or ½” below any other patch.
7. ½” x 3” gold colored hash marks may be worn on the left jacket sleeve. One hash mark for each five years of service.
8. A union pin shall be allowed for all union members.
9. No other uniform accessories shall be allowed unless authorized by the commissioner.
10. Foul weather gear shall be provided as necessary.
11. Handcuffs, keys, flashlights, category I chemical agents, radios and appropriate holders may be issued and worn on the belt as necessary.

**C. Uniformed Correctional Treatment Officer.** The silver initials CTO shall be positioned on and parallel with the front edge of the collar.

## **Article 28 Military Leave**

**Section Two** Active duty language added moved from Appendix D.

Employees released for Active Duty Training as provided for in OLR General Notice 88-6, or other General Notices when applicable, shall be paid for such leave provided the following: the orders must be accompanied by a statement from the unit commander that the training will serve in lieu of fulfilling the employee’s yearly military training requirements; or that the employee’s participation in this calendar year is required for the employee to remain a member of the Guard or reserve unit.

## **Article 29 Stress Management**

**Section Two** Removed all outdated language “shall be established by October 1, 1985.”

A. “by November 1, 1985.”

B. “Should the committee be unable to select a neutral member by November 1, 1985 the decision as to whom the neutral member shall be shall be turned over to the Labor Commissioner who shall appoint said neutral by January 1, 1986.”

## **Article 30 Personnel Files**

**New Section Five** Personnel files of bargaining unit employees shall not be subject to disclosure under the State’s Freedom of Information Act where the request for disclosure is made by an inmate or made by someone on behalf of an inmate.

## **Article 33 Tuition Reimbursement**

**Section One** Outdated language removed.

**Section Two** Effective July 1, 2016, there shall be no funding appropriated. Effective July 1, 2017, there shall be \$85,000 appropriated for the purpose of tuition reimbursement each year of the Agreement. Unused Tuition Reimbursement Funds shall roll over year-to-year, but not to any Successor Agreement.

**Section Three** Reimbursement for credit courses increased from \$150 to \$300, and \$180 to \$400, effective upon legislative approval; reimbursement for other courses increased from \$75 to \$150, and \$90 to \$180, effective upon legislative approval. Funds carryover year to year of the Agreement.

## **Article 35 Parole and Community Services Board of Pardons and Parole**

Updated Article.

### **Section One Equipment**

The Employer shall provide, maintain and replace the following equipment for all field services employees (Parole and Community Services Officers "PCS" and Board of Pardons and Parole Interstate Unit Officers "BOPP") including but not limited to:

Body Armor	Ballistic Vest Carrier with Identification Panels
Chemical Spray	Duty Belt
Equipment Bag	Expandable Baton
Flash Light	Leg Irons
Handcuffs	Response Device (currently Cell Phone)
Jacket	Hats
Badge Holders	

### **Section Two Firearms**

The issuance and removal of a firearm to all Parole Officers and BOPP Interstate Unit Officers is at the discretion of the Director of Parole or the Chairperson of The Board of Pardons and Paroles or his/her designee. Should the issued firearm be removed from a field service employee, said employee shall not be assigned to duties requiring a firearm. Upon written request of the affected employee, a written reason for the removal of a firearm shall be given by the Director or Chairperson or his/her designee.

### **Section Three Labor Management Committee**

A labor/management committee, specific to Parole, shall be made up of three (3) NP-4 parole employees, and up to three (3) representatives of the Board. Two (2) NP-4 Union representatives and one (1) representative of AFSCME Council 4 may also attend committee meetings. The parties may utilize additional members for said meeting(s).

#### Section Four Travel Outside Connecticut

Out of state travel shall be governed by the standard state travel regulations.

Effective July 1, 2019, the NP-4 travel reimbursement for all NP-4 members conducting out of state extraditions or other professional duties that require travel shall be as follows:

MEAL	RATE
BREAKFAST	\$8.00
LUNCH	\$10.00
DINNER	\$20.00
MISC.	
GRATUITIES ON MEALS	15%
TAXES ON MEALS	ACTUAL COST
TOLLS/PARKING	ACTUAL COST

#### Section Five Firearms Training

- A. Firearm Practice.** The Agency and Board shall provide paid release time for PCS and BOPP Interstate Unit Officers to practice and qualify for firearm use, including low-light training. The Agency and Board shall provide sufficient ammunition and targets for this purpose.
- B. Access to Firearms Range.** All PCS and BOPP Interstate Unit Officers Employees may have access to the firearms range at other times for practice at their own expense, provided that: (1) space is available; (2) a State Police Range Officer or pre-approved municipal police firearms range instructor is present for the purpose of supervision; and (3) at a firearms range other than previously listed a Parole Firearms instructor is present.

#### Section Six Provisions of Contract Not Applicable to Parole

The following are not applicable to PCS and BOPP or its employees:

Article 8, Section 2;  
Article 8, Section 3;  
Article 8, Section 4;  
Article 8, Section 5;  
Article 9, Section 3;  
Article 15;  
Article 17, Section 9;  
Article 23;  
Article 27;  
Article 36, Section 7; and  
Article 36, Section 8.

## Section Seven Vehicles

- A. Each PCS and BOPP Interstate Unit Officer shall be provided with a State vehicle. The assignment of vehicles to employees (Parole Officers) is contingent upon the employee available for contact assignment, on a twenty-four (24) hour basis, except when on authorized leave.
- B. **Employee Use.** Employees may continue to take assigned vehicles to their residence after completion of the work day subject to the conditions listed above.
  - 1. **Incidental Stops.** Employees may make incidental stops (pick up laundry, pick up child at child care, etc.) traveling to or from work as long as such stops are on the employee's normal commuting route.
- C. **Replacements.** Replacement vehicles for employees shall be unmarked, four (4) door, air conditioned, intermediate sized vehicles.
- D. **Safety Cages.** Safety cages will be available to employees when transporting prisoners. Vehicles with cages shall have tinted windows as long as DAS Fleet Services permits.
- E. **Emergency Communications.** Emergency communications equipment (radios) shall be made available to employees during scheduled remands.

## Section Eight Compensatory Time and Overtime

- A. **Additional Hours Worked.** All Parole Officers - Parole employees and Board of Pardons and Paroles employees shall continue to receive compensatory time off and compensatory overtime pay for authorized hours worked in excess of the applicable work week according to the following:
  - 1) Parole Officers may accrue compensatory hours for overtime hours up to a limit of four hundred eighty (480) hours, after which said employee(s) shall be paid time and one-half (1 ½) for any overtime hours worked.
  - 2) Compensatory time shall be earned at a rate of one and one-half (1 ½) hours for each hour of employment for which overtime compensation is required.
  - 3) Employees may use compensatory time with advanced notice and approval on the date requested unless doing so would unduly disrupt the operations of the State such that it would impose an unreasonable burden on its ability to provide services of acceptable quality and quantity for the public.
  - 4) Overtime compensation may be paid in cash as the State's option, in lieu of providing compensatory time off, in any work week or work period. In such instances, cash overtime compensation shall be paid at a rate of one and one-

half (1 ½) the rate the employee is actually paid per hour.

- 5) Any employee who has a compensatory time accrual balance of four hundred eighty (480) hours shall receive any additional overtime earned as overtime compensation which shall be paid in cash, at a rate of one and one-half (1 ½) the rate the employee is actually paid per hour.
- 6) Paid leave (sick, vacation, holiday, etc.) shall be considered time worked for purposes of calculating compensatory time and overtime compensation.

**B. Unscheduled Overtime.** Employees shall receive additional compensatory time for work performed during non-work hours according to the following:

- 1) When a Parole Officer is contacted during their non-work hours by a Parole Supervisor or by the answering service, the Officer shall be eligible for one (1) hour of callback compensatory time if required to make phone calls/faxes;
- 2) If the Parole Officer is contacted during their non-work hours by a Parole Supervisor or by the answering service, the Officer shall be eligible for a minimum four (4) hours of callback compensatory time if required to take further action such as picking up a parolee, going to a police station or going to court;
- 3) Should a Parole Officer be contacted during their non-work hours by a Parole Supervisor or by the answering service on a State holiday, Article 21 "Holidays," shall apply for the accrual of callback compensatory time.

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

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

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



## **Section Nine Start of Work Day**

The start of an employee's work day shall begin at his/her official duty station, satellite office, temporary duty station or elsewhere as approved in advance by the employee's supervisor.

## **Section Ten Transfers and Special Assignments**

**A. Voluntary Transfers.** Voluntary transfers between each DISTRICT of PCS shall be accomplished in seniority order utilizing the standardized transfer list. Transfers out of Specialized Units into District offices will be accomplished by utilization of the standardized transfer list.

**B. Involuntary Transfers.** In the absence of volunteers, involuntary transfers between each DISTRICT or specialized unit shall be accomplished by inverse class seniority order.

**C. Special Assignments/Specialized Units.** Selection for special assignments shall be determined by the Director or Chairperson. Non-selection is grievable in accordance with the grievance procedure provisions of this Agreement. In any arbitration, the arbitrator shall not substitute his/her judgment for that of the Director or Chairperson absent evidence that the Director or Chairperson exercised judgment arbitrarily or capriciously.

**D.** Parole Officers who attain the POII classification, shall immediately be eligible to place their name on standardized transfer list(s).

## **Section Eleven Weekend Assignments**

**A. Saturday or Sunday Assignment.** In each calendar quarter of a year, each employee in the Parole and Community Services Division may be assigned to work one shift, at the applicable work day length, on a Saturday or Sunday.

**B. Assignment.** The assignment shall be made in advance by a supervisor.

**C. Days Off.**

- (1) An employee assigned to work on a Saturday shall be given either the preceding Friday or the following Monday off, at the employee's discretion.
- (2) An employee assigned to work on a Sunday shall be given either the preceding Friday or the following Monday off, at the employee's discretion.
- (3) The employee shall notify the supervisor of his/her election of days off at the time the assignment is made.
- (4) The election of days off for a weekend assignment shall not be the basis for

additional compensation.

**D. Holiday Weekends.** No assignments shall be made on weekends (Friday-Monday) that involve a holiday.

## **Section Twelve      Work Week**

Parole Officers and Board of Pardons and Paroles employees shall work a forty (40) hour unscheduled work week consisting of five (5) consecutive eight-hour days Monday through Friday, except as modified above. The work day must begin between 8am and 10am for PCS and 7am and 9am for BOPP except that a supervisor may pre-approve an earlier or later start time. Employees may elect either a thirty (30) or forty-five (45) minute lunch period.

**A. Evening Assignments.** Each Parole Officer in PCS may be assigned to work one evening each week as follows:

1. Employees shall schedule evening work by seniority, with the most senior selecting first, and must submit the schedule to the supervisor at least three (3) weeks prior to the beginning of each quarter.
2. No fewer than two (2) persons assigned to each District shall be scheduled to work on the same evening. Evening work shall begin after 2:00 pm and before 4:00 pm, except that a supervisor may pre-approve an earlier or later start time.

## **Section Thirteen      Hours of Work for Board Employees**

The hours of work and unscheduled work week currently in effect for the Board employees shall continue.

## **Section Fourteen      Meal Periods**

Employees shall be paid for their meal period if required to work through such period.

## **Article 36              General Provisions**

**Section Two** Add sentence: "An Electronic version of Agreement is on OPM website."

**Section Eleven** Language moved from Appendix D. In all instances as used in this contract, references to "institutions, centers or prisons" shall be changed to "facility or facilities" as applicable within the context and intent of the provision.

Unless stated to the contrary elsewhere in this Contract, the words facility or facilities as applied to Parole and the Board of Pardons and Paroles shall mean district office(s).

## **Section Twelve      Staff Meals**

Language moved from Appendix D.

- A. Inmate Workers Excluded.** All inmate workers will be removed from the staff dining area during meal periods.
- B. Secured Equipment Provided.** Secured refrigeration equipment will be provided in each facility. Vending machines will also be installed in each facility. Prices charged for items in the vending machines will be kept at cost.

## **Section Thirteen      Correctional Food Service Supervisors**

Language moved from Appendix D.

- A.** Employees hired into the classification of CFSS I and are assigned to the following facilities: Osborn, Enfield, CRCI, Willard/Cybulski, MacDougall, Hartford, York, Gates, Corrigan, Cheshire, MYI, New Haven, Bridgeport and Garner shall be upgraded to the classification of CFSS II after two (2) years of satisfactory or better work performance. Satisfactory work performance shall be considered to be two (2) consecutive Satisfactory or better evaluations for their last evaluation periods and no disciplinary action on file for the year prior to their second year anniversary. New hires shall be placed into CFSS II positions as a CFSS I, as described above, via Q-Item. All non-lead CFSS I's and II's shall be considered as working in the same class for overtime equalization purposes.
- B.** CFSS III's, lead CFSS II's and CFSS II's at the "production kitchen and Café 24" shall work a 5/2 schedule with weekends and holidays off effective with the approval of the NP-4 successor Agreement.
- C.** CFSS I's working in facilities where CFSS II's are the leads shall have the right to transfer into larger facilities to secure promotional opportunities before outside hires.
- D.** It is agreed that the Agency in conjunction with the Union and the Department of Administrative Services shall conduct an independent study on the six (6) small facilities where the CFSS II's are the leads to ascertain whether a need exists for a CFSS III. If it is determined that the lead shall be a CFSS III, the working level at those facilities as identified shall be CFSS III's.

## **Appendix B      Longevity Semi-Annual Payment**

Longevity dates updated to reflect CBA duration: July 1, 2016 – June 30, 2021.

## **Appendix C      Accrued Time Off**

The remainder of the former Appendix D.

## **Appendix D Classification Plan**

Formally Appendix G. Classifications updated to reflect upgrades.

## **Appendix E Maintenance and Food Service Overtime Process**

OT Agreements added.

## **Appendix F Supersedence**

Supersedence Appendix to be added.

## **Appendix H, I, J**

Deleted.

## **New Appendix or Article Job Security**

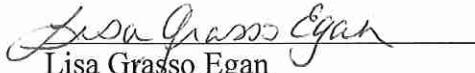
From July 1, 2017 through June 30, 2021, there shall be no loss of employment for NP-4 bargaining unit employees hired prior to July 1, 2017, including loss of employment due to programmatic changes, subject to the following conditions:

- a. Protection from loss of employment is for permanent employees and does not apply to:
  - i. employees in the initial working test period;
  - ii. those who leave at the natural expiration of a fixed appointment term, including expiration of any employment with an end date;
  - iii. expiration of a temporary, durational or special appointment;
  - iv. non-renewal of a non-tenured employee (except in units where non-tenured have permanent status prior to achieving tenure);
  - v. termination of grant or other outside funding specified for a particular position;
  - vi. part-time employees who are not eligible for health insurance benefits.
  
- b. This protection from loss of employment does not prevent the State from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the SEBAC 2017 Agreement. An employee who is laid off under the rules of the implementation provisions below because of the refusal of an offered position will not be considered a layoff for purposes of this Agreement.
  
- c. The State is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs effective after June 30, 2021.

The Office of Policy and Management and the Office of Labor Relations commit to continuing the effectiveness of the Placement and Training process during and beyond the biennium to facilitate the carrying out of its purposes.

The State shall continue to utilize the funds previously established for carrying out the State's commitments under this Agreement and to facilitate the Placement and Training process.

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



Lisa Grasso Egan  
Undersecretary for Labor Relations