

**Interest Arbitration
between
State of Connecticut
and
Connecticut State Employees Association,
SEIU Local 2001
Correctional Supervisors (NP-8) Unit**

**Last Best Offers
of the
State of Connecticut
on the
Issues in Dispute**

Case No. 2008-SBA-5

Arbitrator Thomas Rinaldo

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OPM, Office of Labor Relations
450 Capitol Avenue
Hartford, CT 06106-1379
November 25, 2008**

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ISSUE 1

ARTICLE 8 – UNION RIGHTS Section 5, Union Business Leave

Union Business Leave – Number of Days

Union Proposal

Current Contract Language:

Section 5. Union Business Leave. (a) Provided two (2) weeks written request indicating the nature of the business is submitted by the Union to the Office of Labor Relations, paid leave will be granted to Union designees except in the case of emergency. A bank of sixty (60) days is established in each year of the contract for attendance at steward training, union conventions, legislative or administrative hearings or other legitimate union business, such as by-law meetings, executive sessions, etc. There will be unlimited carryover of unused bank time from one contract year to the succeeding contract year(s), but carryover past the expiration date is to be by mutual agreement. Time used for processing grievances shall not be charged to this bank of hours.

State's Last Best Offer:

Modify the language to:

Section 5. Union Business Leave. (a) Provided two (2) weeks written request indicating the nature of the business is submitted by the Union to the Office of Labor Relations, paid leave will be granted to Union designees except in the case of emergency. A bank of seventy (70) ~~sixty (60)~~ days is established in each year of the contract for attendance at steward training, union conventions, legislative or administrative hearings or other legitimate union business, such as by-law meetings, executive sessions, etc. There will be unlimited carryover of unused bank time from one contract year to the succeeding contract year(s), but carryover past the expiration date is to be by mutual agreement. Time used for processing grievances shall not be charged to this bank of hours.

ISSUE 2

**ARTICLE 8 – UNION RIGHTS
Section 11**

Union President – carrying cell phone

Union Proposal

Current Contract Language:

Section 11. The Council President may wear a pager in the facilities.

State's Last Best Offer:

This Issue has been resolved by the parties.

ISSUE 3

**ARTICLE 8 – UNION RIGHTS
New Section**

Union President work schedule

Union Proposal

Current Contract Language:

No current language

State's Last Best Offer:

No new language.

ISSUE 4

**ARTICLE 9 – PERSONNEL FILES
New Section**

Freedom of Information Law Applicability

Union Proposal

Current Contract Language:

No current language

State's Last Best Offer:

No new language.

ISSUE 5

**ARTICLE 12 – WORKSHOP AND CONFERENCE FUND
Section 1, New Provision**

On-line conferences

Union Proposal

Current Contract Language:

No current language.

State's Last Best Offer:

No new language.

ISSUE 6

**ARTICLE 12 – WORKSHOP AND CONFERENCE FUND
Section 3**

Amount of Conference Fund

Union Proposal

Current Contract Language:

Section 3. There shall be Five Thousand Dollars (\$5,000) appropriated each fiscal year of this Agreement for the purposes outlined in Section 1 above. Funds that are unexpended in one fiscal year shall carry over into the next fiscal year provided however that the fund will expire on expiration of the Agreement.

State's Last Best Offer:

No change in current language.

Section 3. There shall be Five Thousand Dollars (\$5,000) appropriated each fiscal year of this Agreement for the purposes outlined in Section 1 above. Funds that are unexpended in one fiscal year shall carry over into the next fiscal year provided however that the fund will expire on expiration of the Agreement.

ISSUE 7

**ARTICLE 12 – WORKSHOP AND CONFERENCE FUND
New Section**

Appeals of conference denials

Union Proposal

Current Contract Language:

No current language.

State's Last Best Offer:

No new language.

ISSUE 8

**ARTICLE 19 - HOURS OF WORK, WORK SCHEDULES, AND OVERTIME
Section 3, Overtime Distribution
Third paragraph, second sentence, New provision & Last paragraph**

Overtime distribution to Captains & Counselor Supervisors

Union Proposal

Current Contract Language:

. . . After using the quarterly list, the overtime shall be offered to employees on the supplemental overtime list. . . .

The Captains and Counselor Supervisors shall not be covered by Article 19 Section 3, overtime solicitation and distribution procedures.

State's Last Best Offer:

No change in current language.

. . . After using the quarterly list, the overtime shall be offered to employees on the supplemental overtime list. . . .

The Captains and Counselor Supervisors shall not be covered by Article 19 Section 3, overtime solicitation and distribution procedures.

ISSUE 9

ARTICLE 19 - HOURS OF WORK, WORK SCHEDULES, AND OVERTIME
Section 3, Overtime
Third paragraph, last sentence

Supplemental overtime list – remove restriction

Union Proposal

Current Contract Language:

The supplemental list shall consist of bargaining unit members from specialized units who have previously worked in that facility.

State's Last Best Offer:

Modify the language to:

The supplemental list shall consist of bargaining unit members from **non-facility based units** ~~specialized units~~ who have previously worked in that facility.

ISSUE 10

ARTICLE 19 - HOURS OF WORK, WORK SCHEDULES, AND OVERTIME
Section 3, Overtime Distribution
Third paragraph, addition to last sentence

Supplemental overtime list – add second category

State Proposal

Current Contract Language:

The supplemental list shall consist of bargaining unit members from specialized units who have previously worked in that facility.

State's Last Best Offer:

Modify the language by adding to the sentence:

and individuals who are serving Temporary Service in a Higher Class as a Lieutenant in the same facility.

ISSUE 11

ARTICLE 20 - SHIFT AND FACILITY ASSIGNMENTS Sections 1 through 9 and Section 11, second paragraph (second and third sentences)

Changing Bid Shift to Shift Transfer Program

State Proposal

Current Contract Language:

BID SHIFT PROGRAM:

Section 1. The Department of Correction agrees to implement a bid shift assignment program for Line Supervisors as set forth in this agreement. The Bid Shift Program will allow Line Supervisors to bid according to seniority for shift preferences. Thus, Line Supervisors will bid their desired shift preference according to seniority. Seniority for purposes of the bid shift program shall refer to seniority as defined in Section One of the Seniority Article 15.

For purposes of the Bid Shift Program, the lieutenants who serve as shift supervisors in the CTU base locations, but not the lieutenants in the CTU specialized or administrative assignments, will be considered as Line Supervisors.

Section 2. Bidding will be done through the completion of bid forms. On the form each Line Supervisor must list a first, second, third, fourth or as many preferences as necessary to indicate that supervisor's preferences as to all shifts then established at the applicant's facility. Bids must be fully completed and submitted by February 1 of each year. All supervisors must submit these forms.

On or before January 15 each year, management will indicate the estimated Line Supervisor levels at each facility for each shift prior to the submission of the forms. Management retains the exclusive right to determine the number of supervisors to staff each shift. Upon receipt of all forms, management shall finalize the schedule. Management will notify the Line Supervisors of their bid shift assignments by February 15 each year.

Section 3. The implementation of the annual bid shift program shall commence with the start of the next full pay period that is at least two weeks after the deadline for line supervisor notification or the start of the next following pay period if mutually agreed to by the parties. Annual vacation requests will begin to be accepted only after the new shift assignments have begun following the implementation of each annual bid shift program.

Section 4. Seniority will be applied as the determining factor in shift assignment for line supervisors when all other factors are equal. Management retains the right to determine when all other factors are equal. If a Line Supervisor is denied his/her shift preference under this section, he/she shall receive a written explanation of the reason for denial. The Union may grieve a pattern of denials of shift assignment by seniority.

Section 5. Transfers. When practicable, transfers should be made prior to the close of the bidding deadline so that the transferred supervisors will be permitted to bid at their new facility.

Section 6. Discipline. Bid shift can be denied or limited for disciplinary reasons

subject to just cause.

Section 7. Administrative Denial. Bid shift can be denied or limited to a line supervisor for administrative purposes such as reassignment to another facility (e.g., line supervisor must learn and be familiar with new facility operations.) This type of assignment is limited to two weeks.

Section 8. Denial of Bid Shift/Evaluations. Management may deny or limit a line supervisor the option to elect a bid shift if that supervisor in his/her most current service evaluation is rated "unsatisfactory" in any one or more categories or who is rated "needs improvement" in two or more categories.

Section 9. Captains working as Shift Commanders shall participate within their classification in the bid shift program described in Sections 1 through 8 above.

Section 11. . . . [Resolved language omitted]

. . . The employee will indicate the facility or facilities, and the shift(s) at those facilities, for which he/she wishes to be considered. An employee who wishes to be considered for a different shift(s) at his/her current facility prior to the next Bid Shift will follow the same procedures for placing his/her name on the departmental transfer list. .

State's Last Best Offer:

Rename Program. Delete Sections 1 through 3 and 5, renumber the remaining sections and modify the language in Sections 4 to 9 and Section 11 as follows:

SHIFT TRANSFER BID-SHIFT PROGRAM:

Section 1 4. Each facility shall maintain a shift transfer list which shall be updated on a quarterly basis. Seniority will be applied as the determining factor in shift assignment for line supervisors when all other factors are equal. Management retains the right to determine when all other factors are equal. If a Line Supervisor is denied his/her shift preference under this section, he/she shall receive a written explanation of the reason for denial. The Union may grieve a pattern of denials of shift assignment by seniority.

Section 2 6. Discipline. Shift transfer Bid-shift can be denied or limited for disciplinary reasons subject to just cause.

Section 3 7. Administrative Denial. Shift transfer Bid-shift can be denied or limited to a line supervisor for administrative purposes such as reassignment to another facility (e.g., line supervisor must learn and be familiar with new facility operations.) This type of assignment is limited to two weeks.

Section 4 8. Denial of Shift Transfer Bid-Shift/Evaluations. Management may deny or limit a line supervisor the option to elect a shift transfer bid-shift if that supervisor in his/her most current service evaluation is rated "unsatisfactory" in any one or more categories or who is rated "needs improvement" in two or more categories.

Section 5 9. Captains working as Shift Commanders shall participate within their classification in the **shift transfer bid shift** program described ~~in Sections 1 through 8~~ above.

Section 11. . . . [Resolved language omitted]

. . . The employee will indicate the facility or facilities, ~~and the shift(s) at those facilities~~, for which he/she wishes to be considered. ~~An employee who wishes to be considered for a different shift(s) at his/her current facility prior to the next Bid Shift will follow the same procedures for placing his/her name on the departmental transfer list.~~

ISSUE 12

ARTICLE 20 - SHIFT AND FACILITY ASSIGNMENTS
Section 11, second paragraph, last sentence

Transfer List – frequency & deadline

State Proposal

Current Contract Language:

Such departmental list will be updated quarterly.

State's Last Best Offer:

Modify the language to:

Such departmental list will be updated quarterly and an employee must submit his/her transfer request form at least fifteen (15) days prior to the start of the next transfer period.

ISSUE 13

**ARTICLE 20 - SHIFT AND FACILITY ASSIGNMENTS
Section 11, fourth paragraph**

Transfer List – eligibility of recently appointed employee

State Proposal

Current Contract Language:

An employee must have completed the working test period in a bargaining unit classification to be eligible to be transferred to other facilities.

State's Last Best Offer:

Modify the language to:

An employee must have completed the working test period in a bargaining unit classification to be eligible to **place his/her name on the transfer list** ~~be transferred to other facilities.~~

ISSUE 14

**ARTICLE 20 - SHIFT AND FACILITY ASSIGNMENTS
Section 11, seventh paragraph**

Transfer List – eligibility of absent employee

State Proposal

Current Contract Language:

An employee on workers compensation or medical or personal leave will be eligible to transfer to another facility under this procedure, provided that his/her return to work date is within ninety (90) calendar days of the offer of transfer.

Union Proposal:

Current Contract Language

State's Last Best Offer:

Modify the language to:

An employee on workers compensation or medical or personal leave will be eligible to transfer to another facility under this procedure, provided that his/her return to work date is within thirty (30) ~~ninety (90)~~ calendar days of the offer of transfer.

ISSUE 15

ARTICLE 20 - SHIFT AND FACILITY ASSIGNMENTS
Section 13

Transfer List – Captains & Counselor Supervisors

Union Proposal

Current Contract Language:

Section 13. The Captains and Counselor Supervisors shall be covered by Section 10 and Section 12, but shall not be covered by Section 11 of the Facility and Schedule Transfer provisions of Article 20.

State's Last Best Offer:

Modify the language to:

Section 13. The Captains and Counselor Supervisors shall be covered by Section 10 and Section 12, but shall not be covered by Section 11 of the Facility and Schedule Transfer provisions of Article 20.

Captains and Counselor Supervisors who have completed the working test period in their classification shall be eligible to submit a written request for reassignment to other facilities to a designated supervisor in the DOC Recruitment Unit. The recruitment unit will be responsible for maintaining the list of interested candidates and ensuring that Wardens are forwarded the list for consideration when vacancies at their facilities are being filled. The Department retains the right of selection.

ISSUE 16

**ARTICLE 21 – Compensation
Section 1(a)**

General Wage Increase for 2008-2009

State and Union Proposal

Current contract language:

Section 1. The base annual salary for all employees in effect on June 30, 2005, based on the salary schedules effective June 25, 2004, shall remain in effect for the 2005-2006 contract year.

Effective at the start of the pay period following July 1, 2006, the base annual salary for all employees and the current salary schedules shall be increased by three percent (3%).

Effective at the start of the pay period following July 1, 2006, the base annual salary for all Captains and Counselor Supervisors and the current salary schedule shall be increased by three percent (3%).

Effective at the start of the pay period following July 1, 2007, the base annual salary for all employees and the current salary schedules shall be increased by three percent (3%).

Effective at the start of the pay period following July 1, 2007, the base annual salary for all Captains and Counselor Supervisors and the current salary schedule shall be increased by three percent (3%).

State's Last Best Offer:

Delete outdated language and include the following:

(a) Effective at the start of the pay period following July 1, 2008, the base annual salary for all employees and the current salary schedules shall be increased by two percent (2%).

ISSUE 17

**ARTICLE 21 – Compensation
Section 1(a)**

General Wage Increase for 2009-2010

State and Union Proposal

Current contract language:

Section 1. The base annual salary for all employees in effect on June 30, 2005, based on the salary schedules effective June 25, 2004, shall remain in effect for the 2005-2006 contract year.

Effective at the start of the pay period following July 1, 2006, the base annual salary for all employees and the current salary schedules shall be increased by three percent (3%).

Effective at the start of the pay period following July 1, 2006, the base annual salary for all Captains and Counselor Supervisors and the current salary schedule shall be increased by three percent (3%).

Effective at the start of the pay period following July 1, 2007, the base annual salary for all employees and the current salary schedules shall be increased by three percent (3%).

Effective at the start of the pay period following July 1, 2007, the base annual salary for all Captains and Counselor Supervisors and the current salary schedule shall be increased by three percent (3%).

State's Last Best Offer:

Delete outdated language and include the following:

(b) Effective at the start of the pay period following July 1, 2009, the base annual salary for all employees and the current salary schedules shall be increased by two percent (2%).

ISSUE 18

**ARTICLE 21 – Compensation
Section 1(a)**

General Wage Increase for 2010-2011

State and Union Proposal

Current contract language:

Section 1. The base annual salary for all employees in effect on June 30, 2005, based on the salary schedules effective June 25, 2004, shall remain in effect for the 2005-2006 contract year.

Effective at the start of the pay period following July 1, 2006, the base annual salary for all employees and the current salary schedules shall be increased by three percent (3%).

Effective at the start of the pay period following July 1, 2006, the base annual salary for all Captains and Counselor Supervisors and the current salary schedule shall be increased by three percent (3%).

Effective at the start of the pay period following July 1, 2007, the base annual salary for all employees and the current salary schedules shall be increased by three percent (3%).

Effective at the start of the pay period following July 1, 2007, the base annual salary for all Captains and Counselor Supervisors and the current salary schedule shall be increased by three percent (3%).

State's Last Best Offer:

Delete outdated language and include the following:

(c) Effective at the start of the pay period following July 1, 2010, the base annual salary for all employees and the current salary schedules shall be increased by two percent (2%).

ISSUE 19

**ARTICLE 21 – Compensation
Section 1(a)**

General Wage Increase for 2011-2012

State and Union Proposal

Current contract language:

Section 1. The base annual salary for all employees in effect on June 30, 2005, based on the salary schedules effective June 25, 2004, shall remain in effect for the 2005-2006 contract year.

Effective at the start of the pay period following July 1, 2006, the base annual salary for all employees and the current salary schedules shall be increased by three percent (3%).

Effective at the start of the pay period following July 1, 2006, the base annual salary for all Captains and Counselor Supervisors and the current salary schedule shall be increased by three percent (3%).

Effective at the start of the pay period following July 1, 2007, the base annual salary for all employees and the current salary schedules shall be increased by three percent (3%).

Effective at the start of the pay period following July 1, 2007, the base annual salary for all Captains and Counselor Supervisors and the current salary schedule shall be increased by three percent (3%).

State's Last Best Offer:

Delete outdated language and include the following:

(d) Effective at the start of the pay period following July 1, 2011, the base annual salary for all employees and the current salary schedules shall be increased by two percent (2%).

ISSUE 20

**ARTICLE 21 – Compensation
Section 1(a)**

Maximum salary rate – proposed increase

Union Proposal

Current contract language:

Effective July 1, 2006, the maximum salary for each job classification in the bargaining unit shall be increased by three percent (3%).

Effective July 1, 2006, the maximum salary for the Captain and Counselor Supervisor job classification shall be increased by three percent (3%).

State's Last Best Offer:

No change in current language.

Effective July 1, 2006, the maximum salary for each job classification in the bargaining unit shall be increased by three percent (3%).

Effective July 1, 2006, the maximum salary for the Captain and Counselor Supervisor job classification shall be increased by three percent (3%).

ISSUE 21

ARTICLE 21 – Compensation Section 2. Night Shift Differential

Shift differential – proposed increase, 2008-09

Union Proposal

Current contract language:

Section 2. Night Shift Differential. All employees in this bargaining unit shall be eligible to receive shift differential whose assigned work shift begins anytime after 2:00 pm and before 6:00 am.

- (a) The night shift differential shall be seventy-five (\$.75) cents per hour. Effective June 23, 2006, the shift differential shall be eighty cents (\$.80) per hour. Effective July 6, 2007, the shift differential shall be eighty-five cents (\$.85) per hour.
- (b) Shift differential will only be paid when an employee is actually working.
- (c) The above provisions shall also apply to Captains and Counselor Supervisors effective and retroactive to June 23, 2006.

State's Last Best Offer:

No change in current language.

Section 2. Night Shift Differential. All employees in this bargaining unit shall be eligible to receive shift differential whose assigned work shift begins anytime after 2:00 pm and before 6:00 am.

- (a) The night shift differential shall be seventy-five (\$.75) cents per hour. Effective June 23, 2006, the shift differential shall be eighty cents (\$.80) per hour. Effective July 6, 2007, the shift differential shall be eighty-five cents (\$.85) per hour.
- (b) Shift differential will only be paid when an employee is actually working.
- (c) The above provisions shall also apply to Captains and Counselor Supervisors effective and retroactive to June 23, 2006.

ISSUE 22

**ARTICLE 21 – Compensation
Section 2. Night Shift Differential**

Shift differential – proposed increase, 2009-10

Union Proposal

Current contract language:

Section 2. Night Shift Differential. All employees in this bargaining unit shall be eligible to receive shift differential whose assigned work shift begins anytime after 2:00 pm and before 6:00 am.

(a) The night shift differential shall be seventy-five (\$.75) cents per hour.

Effective June 23, 2006, the shift differential shall be eighty cents (\$.80) per hour.

Effective July 6, 2007, the shift differential shall be eighty-five cents (\$.85) per hour.

(b) Shift differential will only be paid when an employee is actually working.

(c) The above provisions shall also apply to Captains and Counselor Supervisors effective and retroactive to June 23, 2006.

State's Last Best Offer:

No new language.

ISSUE 23

**ARTICLE 21 – Compensation
Section 2. Night Shift Differential**

Shift differential – proposed increase, 2010-11

Union Proposal

Current contract language:

Section 2. Night Shift Differential. All employees in this bargaining unit shall be eligible to receive shift differential whose assigned work shift begins anytime after 2:00 pm and before 6:00 am.

(a) The night shift differential shall be seventy-five (\$.75) cents per hour. Effective June 23, 2006, the shift differential shall be eighty cents (\$.80) per hour. Effective July 6, 2007, the shift differential shall be eighty-five cents (\$.85) per hour.

(b) Shift differential will only be paid when an employee is actually working.

(c) The above provisions shall also apply to Captains and Counselor Supervisors effective and retroactive to June 23, 2006.

State's Last Best Offer:

No new language.

ISSUE 24

**ARTICLE 21 – Compensation
Section 2. Night Shift Differential**

Shift differential – proposed increase, 2011-12

Union Proposal

Current contract language:

Section 2. Night Shift Differential. All employees in this bargaining unit shall be eligible to receive shift differential whose assigned work shift begins anytime after 2:00 pm and before 6:00 am.

- (a) The night shift differential shall be seventy-five (\$.75) cents per hour. Effective June 23, 2006, the shift differential shall be eighty cents (\$.80) per hour. Effective July 6, 2007, the shift differential shall be eighty-five cents (\$.85) per hour.
- (b) Shift differential will only be paid when an employee is actually working.
- (c) The above provisions shall also apply to Captains and Counselor Supervisors effective and retroactive to June 23, 2006.

State's Last Best Offer:

No new language.

ISSUE 25

ARTICLE 21 – Compensation Section 3. Weekend Differential

Weekend differential – proposed increase, 2008-09

Union Proposal

Current contract language:

Section 3. Weekend Differential. For the purposes of this section, a weekend is defined as beginning with the start of the third shift on Friday and terminating with the end of the second shift on Sunday inclusive.

(a) The weekend differential shall be paid for working a minimum of six (6) hours on a shift as defined above.

(b) The weekend differential rate shall be fifty (\$.50) cents per hour.

Effective June 23, 2006, the weekend differential shall be fifty-five cents (\$.55) per hour.

Effective July 6, 2007, the weekend differential shall be sixty cents (\$.60) per hour.

(c) Weekend differential shall only be paid when an employee is actually working.

(d) The above provisions shall also apply to Captains and Counselor Supervisors effective and retroactive to June 23, 2006.

State's Last Best Offer:

No change in current language.

Section 3. Weekend Differential. For the purposes of this section, a weekend is defined as beginning with the start of the third shift on Friday and terminating with the end of the second shift on Sunday inclusive.

(a) The weekend differential shall be paid for working a minimum of six (6) hours on a shift as defined above.

(b) The weekend differential rate shall be fifty (\$.50) cents per hour.

Effective June 23, 2006, the weekend differential shall be fifty-five cents (\$.55) per hour.

Effective July 6, 2007, the weekend differential shall be sixty cents (\$.60) per hour.

(c) Weekend differential shall only be paid when an employee is actually working.

(d) The above provisions shall also apply to Captains and Counselor Supervisors effective and retroactive to June 23, 2006.

ISSUE 26

**ARTICLE 21 – Compensation
Section 3. Weekend Differential**

Weekend differential – proposed increase, 2009-10

Union Proposal

Current contract language:

Section 3. Weekend Differential. For the purposes of this section, a weekend is defined as beginning with the start of the third shift on Friday and terminating with the end of the second shift on Sunday inclusive.

(a) The weekend differential shall be paid for working a minimum of six (6) hours on a shift as defined above.

(b) The weekend differential rate shall be fifty (\$.50) cents per hour.

Effective June 23, 2006, the weekend differential shall be fifty-five cents (\$.55) per hour.

Effective July 6, 2007, the weekend differential shall be sixty cents (\$.60) per hour.

(c) Weekend differential shall only be paid when an employee is actually working.

(d) The above provisions shall also apply to Captains and Counselor Supervisors effective and retroactive to June 23, 2006.

State's Last Best Offer:

No new language.

ISSUE 27

**ARTICLE 21 – Compensation
Section 3. Weekend Differential**

Weekend differential – proposed increase, 2010-11

Union Proposal

Current contract language:

Section 3. Weekend Differential. For the purposes of this section, a weekend is defined as beginning with the start of the third shift on Friday and terminating with the end of the second shift on Sunday inclusive.

(a) The weekend differential shall be paid for working a minimum of six (6) hours on a shift as defined above.

(b) The weekend differential rate shall be fifty (\$.50) cents per hour.

Effective June 23, 2006, the weekend differential shall be fifty-five cents (\$.55) per hour.

Effective July 6, 2007, the weekend differential shall be sixty cents (\$.60) per hour.

(c) Weekend differential shall only be paid when an employee is actually working.

(d) The above provisions shall also apply to Captains and Counselor Supervisors effective and retroactive to June 23, 2006.

State's Last Best Offer:

No new language.

ISSUE 28

**ARTICLE 21 – Compensation
Section 3. Weekend Differential**

Weekend differential – proposed increase, 2011-12

Union Proposal

Current contract language:

Section 3. Weekend Differential. For the purposes of this section, a weekend is defined as beginning with the start of the third shift on Friday and terminating with the end of the second shift on Sunday inclusive.

(a) The weekend differential shall be paid for working a minimum of six (6) hours on a shift as defined above.

(b) The weekend differential rate shall be fifty (\$.50) cents per hour.

Effective June 23, 2006, the weekend differential shall be fifty-five cents (\$.55) per hour.

Effective July 6, 2007, the weekend differential shall be sixty cents (\$.60) per hour.

(c) Weekend differential shall only be paid when an employee is actually working.

(d) The above provisions shall also apply to Captains and Counselor Supervisors effective and retroactive to June 23, 2006.

State's Last Best Offer:

No new language.

ISSUE 29

**ARTICLE 21 – Compensation
Section 6. Shift Commander Pay, second paragraph**

Acting Shift Commander – rate of pay

State and Union Proposal

Current contract language:

Section 6. Shift Commander Pay.

Effective at the start of the pay period following July 1, 2007, the rate shall be increased to \$26.40 per shift.

State's Last Best Offer:

No change in current language.

Effective at the start of the pay period following July 1, 2007, the rate shall be increased to \$26.40 per shift.

ISSUE 30

**ARTICLE 21 – Compensation
Section 6. Shift Commander Pay, New paragraph**

Acting Shift Commander – assignment of Captain

State Proposal

Current contract language:

No current language

State's Last Best Offer:

Add the following language:

If a Captain is working overtime as part of the supervisory coverage, the Captain will function as the shift commander.

ISSUE 31

**ARTICLE 21 – Compensation
Section 6. Shift Commander Pay, New paragraph**

New Acting Deputy Warden pay

Union Proposal

Current contract language:

No current language

State's Last Best Offer:

No new language.

ISSUE 32

**ARTICLE 21 – Compensation
Section 7. Facility Meal Reimbursement**

Facility Meal Reimbursement – Eligibility

Union Proposal

Current contract language:

Section 7. Facility Meal Reimbursement. Employees at all existing correctional facilities shall continue to receive reimbursement as detailed herein:

(a) Rate. The meal reimbursement rate shall be \$7.00 for each shift actually worked.

Effective June 23, 2006, the per meal rate shall be the rate provided to the majority of correctional employees and shall be adjusted in accordance with the rate provided to the majority of correctional employees.

(b) Eligibility. The minimum time for eligibility for such reimbursement shall be equal to one-half (1/2) of the shift, except unanticipated overtime after a regular shift the employee shall be provided with a sandwich and a beverage, prepared by a staff member.

(c) New Facilities. As new correctional facilities open during the term of this Agreement, the employees at such facilities shall also receive meal reimbursement as is in effect at current facilities.

(d) Captains and Counselor Supervisors will continue to be eligible for meal reimbursement under the above criteria, including the meal rate increase of June 23, 2006.

State's Last Best Offer:

No change in current language.

Section 7. Facility Meal Reimbursement. Employees at all existing correctional facilities shall continue to receive reimbursement as detailed herein:

(a) Rate. The meal reimbursement rate shall be \$7.00 for each shift actually worked.

Effective June 23, 2006, the per meal rate shall be the rate provided to the majority of correctional employees and shall be adjusted in accordance with the rate provided to the majority of correctional employees.

(b) Eligibility. The minimum time for eligibility for such reimbursement shall be equal to one-half (1/2) of the shift, except unanticipated overtime after a regular shift the employee shall be provided with a sandwich and a beverage, prepared by a staff member.

(c) New Facilities. As new correctional facilities open during the term of this Agreement, the employees at such facilities shall also receive meal reimbursement as is in effect at current facilities.

(d) Captains and Counselor Supervisors will continue to be eligible for meal reimbursement under the above criteria, including the meal rate increase of June 23, 2006.

ISSUE 33

**ARTICLE 21 – Compensation
Section 8. Annual Increments**

Annual Increments – Effective date, 2008-09

State Proposal

Current contract language:

(a) **Annual Increments - 2005-2006.** There shall be no payment of annual increments for the 2005-2006 contract year.

(b) **Annual Increments - 2006-2007.** Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2006-2007 contract year in accordance with existing practice, except that they shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1, 2007 (for those with July increments) or July 1, 2007 (for those with January increments).

(c) **Annual Increments - 2007-2008.** Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2007-2008 contract year in accordance with existing practice, except that they shall be delayed by three (3) months and paid accordingly in the pay periods which include October 1, 2007 (for those with July increments) or April 1, 2008 (for those with January increments).

State's Last Best Offer:

Delete outdated language and include the following:

(c) (1) Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2008-2009 contract year in accordance with existing practice, except that they shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1 (for those with July increments) or July 1 (for those with January increments).

ISSUE 34

**ARTICLE 21 – Compensation
Section 8. Annual Increments**

Annual Increments – Effective date, 2009-10

State Proposal

Current contract language:

(a) **Annual Increments - 2005-2006.** There shall be no payment of annual increments for the 2005-2006 contract year.

(b) **Annual Increments - 2006-2007.** Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2006-2007 contract year in accordance with existing practice, except that they shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1, 2007 (for those with July increments) or July 1, 2007 (for those with January increments).

(c) **Annual Increments - 2007-2008.** Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2007-2008 contract year in accordance with existing practice, except that they shall be delayed by three (3) months and paid accordingly in the pay periods which include October 1, 2007 (for those with July increments) or April 1, 2008 (for those with January increments).

State's Last Best Offer:

Delete outdated language and include the following:

(c) (2) Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2009-2010 contract year in accordance with existing practice, except that they shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1 (for those with July increments) or July 1 (for those with January increments).

ISSUE 35

**ARTICLE 21 – Compensation
Section 8. Annual Increments**

Annual Increments – Effective date, 2010-11

State Proposal

Current contract language:

(a) **Annual Increments - 2005-2006.** There shall be no payment of annual increments for the 2005-2006 contract year.

(b) **Annual Increments - 2006-2007.** Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2006-2007 contract year in accordance with existing practice, except that they shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1, 2007 (for those with July increments) or July 1, 2007 (for those with January increments).

(c) **Annual Increments - 2007-2008.** Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2007-2008 contract year in accordance with existing practice, except that they shall be delayed by three (3) months and paid accordingly in the pay periods which include October 1, 2007 (for those with July increments) or April 1, 2008 (for those with January increments).

State's Last Best Offer:

Delete outdated language and include the following:

(c) (3) Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2010-2011 contract year in accordance with existing practice, except that they shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1 (for those with July increments) or July 1 (for those with January increments).

ISSUE 36

**ARTICLE 21 – Compensation
Section 8. Annual Increments**

Annual Increments – Effective date, 2011-12

State Proposal

Current contract language:

(a) **Annual Increments - 2005-2006.** There shall be no payment of annual increments for the 2005-2006 contract year.

(b) **Annual Increments - 2006-2007.** Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2006-2007 contract year in accordance with existing practice, except that they shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1, 2007 (for those with July increments) or July 1, 2007 (for those with January increments).

(c) **Annual Increments - 2007-2008.** Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2007-2008 contract year in accordance with existing practice, except that they shall be delayed by three (3) months and paid accordingly in the pay periods which include October 1, 2007 (for those with July increments) or April 1, 2008 (for those with January increments).

State's Last Best Offer:

Delete outdated language and include the following:

(c) (4) Employees will be eligible for and receive annual increments and maximum rate lump sum payments for the 2011-2012 contract year in accordance with existing practice, except that they shall be delayed by six (6) months and paid accordingly in the pay periods which include January 1 (for those with July increments) or July 1 (for those with January increments).

ISSUE 37

**ARTICLE 21 – Compensation
Section 9. Maximum Rate Employees**

Maximum Rate Lump Sum payment– Increase of payment

Union Proposal

Current contract language:

Section 9. Maximum Rate Employees. Effective June 28, 2002 and thereafter, those employees at the maximum rate of the salary schedule and those employees who will exceed the maximum rate of the salary schedule because of the receipt of an annual increment, shall receive a salary adjustment, which exceeds the salary maximum, in the form of a lump sum payment. Lump sum payments will be effective on the employee's annual increment or anniversary date. The value of the lump sum payment shall be two and one half percent (2½ %) of the employees annual salary.

There shall be no payment of the maximum rate lump sum payments for the 2005-2006 contract year.

Captains and Counselor Supervisors will be eligible for the maximum rate lump sum payment.

State's Last Best Offer:

No change in current language.

Section 9. Maximum Rate Employees. Effective June 28, 2002 and thereafter, those employees at the maximum rate of the salary schedule and those employees who will exceed the maximum rate of the salary schedule because of the receipt of an annual increment, shall receive a salary adjustment, which exceeds the salary maximum, in the form of a lump sum payment. Lump sum payments will be effective on the employee's annual increment or anniversary date. The value of the lump sum payment shall be two and one half percent (2½ %) of the employees annual salary.

There shall be no payment of the maximum rate lump sum payments for the 2005-2006 contract year.

Captains and Counselor Supervisors will be eligible for the maximum rate lump sum payment.

ISSUE 38

**ARTICLE 21 – Compensation
Section 10(a). Longevity**

Longevity payment amount

State Proposal

Current contract language:

No current provision

State's Last Best Offer:

Add to subsection (a):

The Management Pay Plan longevity schedule referenced in this Section shall be the longevity pay schedule applicable to managerial employees that was in effect on July 1, 2008.

ISSUE 39

ARTICLE 21 – Compensation Section 11. Educational Stipend

Educational stipend – changing to annual payments

Union Proposal

Current contract language:

Section 11. Educational Stipend On or about September 1, 2006, permanent employees in the classifications of Correctional Lieutenant or Correctional Training Officer who have achieved a Bachelors degree in a job-related discipline from an accredited institution of higher learning and submitted adequate documentation of the degree shall receive a five hundred dollar (\$500) lump sum payment.

Lieutenants or Training Officers who complete a qualifying Bachelors degree and satisfy the above criteria after September 1, 2006 shall be eligible for the five hundred dollar (\$500) payment within 60 days of the agency's receipt of the required documentation.

Captains and Counselor Supervisors will be eligible for the educational incentive payment on or about September 1, 2007.

State's Last Best Offer:

No change in current language.

Section 11. Educational Stipend On or about September 1, 2006, permanent employees in the classifications of Correctional Lieutenant or Correctional Training Officer who have achieved a Bachelors degree in a job-related discipline from an accredited institution of higher learning and submitted adequate documentation of the degree shall receive a five hundred dollar (\$500) lump sum payment.

Lieutenants or Training Officers who complete a qualifying Bachelors degree and satisfy the above criteria after September 1, 2006 shall be eligible for the five hundred dollar (\$500) payment within 60 days of the agency's receipt of the required documentation.

Captains and Counselor Supervisors will be eligible for the educational incentive payment on or about September 1, 2007.

ISSUE 40

**ARTICLE 21 – Compensation
Section 11. Educational Stipend**

Educational stipend – new Masters degree payments

Union Proposal

Current contract language:

No current language.

State's Last Best Offer:

No new language.

ISSUE 41

**ARTICLE 21 – Compensation
Section 11. Educational Stipend**

Educational stipend – new Associates degree payments

Union Proposal

Current contract language:

No current language.

State's Last Best Offer:

No new language.

ISSUE 42

**ARTICLE 21 – Compensation
New Section**

New annual hazardous duty stipend

Union Proposal

Current contract language:

No current language.

State's Last Best Offer:

No new language.

ISSUE 43

**ARTICLE 21 – Compensation
New Section**

Payment for compensatory time

Union Proposal

Current contract language:

No current language.

State's Last Best Offer:

No new language.

ISSUE 44

**ARTICLE 25 – Travel
Section 3**

Travel meal rates

Union Proposal

Current contract language:

Section 3. When authorized in accordance with Standard State Travel Regulations, any employee who is required to travel on employer business shall be reimbursed at the following rates:

<u>July 1, 2002</u>	
Breakfast	\$8.00
*Lunch	\$10.00
Dinner	\$20.00

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

State's Last Best Offer:

No change in current language.

Section 3. When authorized in accordance with Standard State Travel Regulations, any employee who is required to travel on employer business shall be reimbursed at the following rates:

<u>July 1, 2002</u>	
Breakfast	\$8.00
*Lunch	\$10.00
Dinner	\$20.00

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

ISSUE 45

ARTICLE 27 – Miscellaneous
Section 1. Meal Breaks.

Meal breaks – applicability

State Proposal

Current contract language:

Section 1. Meal Breaks. All employees shall be granted up to twenty (20) minutes without loss of pay during each work shift during which they may eat their lunch. Employees are required to respond to facility incidents if necessary during such period.

State's Last Best Offer:

Clarify the language to:

Section 1. Meal Breaks. All facility employees shall be granted up to twenty (20) minutes without loss of pay during each work shift during which they may eat their lunch. Employees are required to respond to facility incidents if necessary during such period.

ISSUE 46

ARTICLE 32 – Holidays
Section 9.

Holiday Article – applicability to Captains & Counselor Supervisors

State & Union Proposals

Current contract language:

Section 9. Captains and Counselor Supervisors shall be covered by Sections 1 and 2 of Article 32 and the following provision:

Each full-time Captain and Counselor Supervisor 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 compensatory time for the hours worked on the holiday, which shall be at least the minimum call-back hours provided by Article 21, Section 5, in addition to the holiday pay for the day.

Notwithstanding the prior sentence, if Article 19, Section 2 provides that Captains and Counselor Supervisors shall receive overtime pay rather than compensatory time for additional hours worked, the Captains and Counselor Supervisors shall not receive compensatory time but instead shall receive time and one-half overtime pay for hours worked on the six holiday listed in Section 5 of Article 32 and shall receive straight time overtime pay for hours worked on the other six holidays.

State's Last Best Offer:

No change in current language except to update:

Section 9. Captains and Counselor Supervisors shall be covered by Sections 1 and 2 of Article 32 and the following provision:

Each full-time Captain and Counselor Supervisor 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** ~~compensatory time~~ for the hours worked on the holiday, which shall be at least the minimum call-back hours provided by Article 21, Section 5, in addition to the holiday pay for the day.

The overtime rate shall be ~~Notwithstanding the prior sentence, if Article 19, Section 2 provides that Captains and Counselor Supervisors shall receive overtime pay rather than compensatory time for additional hours worked, the Captains and Counselor Supervisors shall not receive compensatory time but instead shall receive~~ time and one-half overtime pay for hours worked on the six holiday listed in Section 5 of Article 32 and shall receive straight time overtime pay for hours worked on the other six holidays.

ISSUE 47

**ARTICLE 35 – Sick Leave
Section 7(a)**

Medical Certificate requirement – length of absence

State Proposal

Current contract language:

Section 7. An acceptable medical certificate, which must be on the form prescribed by the Commissioner of the Department of Administrative Services and signed by a licensed physician or other practitioner whose method of healing is recognized by the state, will be required of an employee by his appointing authority to substantiate a request for sick leave for the following reasons:

- (a) Any period of absence consisting of more than five consecutive working days;
- (b) to support request for sick leave of any duration during annual vacation;
- (c) leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified that a certificate will be required;
- (d) leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

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

State's Last Best Offer:

Modify subsection (a) to:

- (a) Any period of absence consisting of more than three ~~five~~ consecutive working days;

[Rest of section is resolved language]

ISSUE 48

**ARTICLE 40 – Labor Management Committee
Section 1**

Labor Management Committee – size of committee

Union Proposal

Current contract language:

Section 1. Facility and agency Labor Management Committees shall be established by the parties. Such committees when established shall consist of not more than two (2) representatives of each party at the facility level, and not more than five (5) representatives at the agency level. Time off for participation by members in the Committee(s) will be without loss of pay or benefits.

State's Last Best Offer:

No change in current language.

Section 1. Facility and agency Labor Management Committees shall be established by the parties. Such committees when established shall consist of not more than two (2) representatives of each party at the facility level, and not more than five (5) representatives at the agency level. Time off for participation by members in the Committee(s) will be without loss of pay or benefits.

ISSUE 49

**ARTICLE 40 – Labor Management Committee
New Section**

Establishment of Alternate Work Schedules

Union Proposal

Current contract language:

No current language

State's Last Best Offer:

No new language.

ISSUE 50

ARTICLE 53 – Employee Drug Testing/Screening New Sections and Section 3

Expansion of Employee Drug Testing/Screening

State Proposal

Current contract language:

Section 3. Refusal to Take Test. Termination will result if the employee refuses to be administered the test. Positive findings from both the drug tests administered will result in the employee being relieved of duty and placed on sick or vacation pay, pending completion of departmental-approved drug rehabilitation program.

State's Last Best Offer:

Add new provisions and modify the current Section 3 to:

New Section. Random Testing. The Department of Correction will establish a random drug testing program applicable to all bargaining unit members.

The random selection shall be made by computer-generated numbers for each employee covered by this agreement. Such computer-generated program shall be performed by an outside contractor hired by the State after consultation with the Union and which is experienced in such function. Each random selection shall be made from the full complement of bargaining unit members covered by this agreement.

During any contract year, up to twenty-five percent (25%) of bargaining unit members may be tested. No employee shall be subject to more than two (2) random drug tests in any contract year.

New Section. Post-incident Testing. An employee may be subject to a mandatory immediate post-incident drug test when involved in any incident which results in the death or serious physical injury of a person.

Section 3. Refusal to Take Test, Tampering or Positive Results. Termination will result if the employee refuses to be administered the test or tampers with the test or the sample. Positive findings from both the drug tests administered will result in the employee being relieved of duty and placed on sick or vacation pay, pending completion of departmental-approved drug rehabilitation program.

[Sections 1, 2, 4 and 5 are resolved provisions.]

ISSUE 51

**New Memorandum of Understanding
Time Off Procedure**

Negotiation of Time Off Procedure & Number allowed

Union Proposal

Current contract language:

No current language

State's Last Best Offer:

No new language.