

COLLECTIVE BARGAINING AGREEMENT

between

STATE OF CONNECTICUT

DIVISION OF CRIMINAL JUSTICE

and

THE CONNECTICUT STATE EMPLOYEES ASSOCIATION  
SEIU Local 2001  
(Police Inspectors Council)

Effective: July 1, 2009

Expires: June 30, 2012

TABLE OF CONTENTS

ARTICLE 1- PREAMBLE .....	1
ARTICLE 2 - RECOGNITION .....	1
ARTICLE 3- NON-DISCRIMINATION AND AFFIRMATIVE ACTION .....	1
ARTICLE 4- NO STRIKES - NO LOCKOUTS .....	2
ARTICLE 5- ENTIRE AGREEMENT .....	2
ARTICLE 6 - MANAGEMENT RIGHTS .....	3
ARTICLE 7- UNION SECURITY AND PAYROLL DEDUCTIONS .....	4
ARTICLE 8 - UNION RIGHTS .....	5
ARTICLE 9 - GRIEVANCE PROCEDURE .....	7
ARTICLE 10 - PROBATIONARY PERIOD .....	12
ARTICLE 11- SERVICE RATINGS .....	13
ARTICLE 12- PERSONNEL FILES .....	14
ARTICLE 13- DISCIPLINE .....	15
ARTICLE 14- REDUCTION IN FORCE .....	18
ARTICLE 15 - SAFETY .....	21
ARTICLE 16- COMPENSATION .....	22
ARTICLE 17- HOURS OF WORK .....	24
ARTICLE 18- COMPENSATORY TIME OFF .....	25
ARTICLE 19- VACATION-PERSONAL-MILITARY LEAVE .....	26
ARTICLE 20 - SICK LEAVE - LEAVE WITHOUT PAY .....	29
ARTICLE 21- HOLIDAYS .....	34
ARTICLE 22- INSURANCE .....	34
ARTICLE 23 - EMPLOYEE RIGHTS .....	35
ARTICLE 24 - FEDERAL GRANT EMPLOYEES .....	35
ARTICLE 25 - TRANSFERS AND VACANCIES .....	35
ARTICLE 26 - LEGISLATIVE ACTION .....	37
ARTICLE 27- SAVINGS CLAUSE .....	37
ARTICLE 28 - RETIREMENT .....	37
ARTICLE 29- SUPERSEDEANCE .....	37
ARTICLE 30 - TRAINING .....	38
ARTICLE 31- MISCELLANEOUS .....	39
ARTICLE 32 - DURATION .....	41
APPENDIX A - SUPERSEDEANCE .....	42
APPENDIX B - MEMORANDA OF AGREEMENT .....	43
PAY PLAN EFFECTIVE 6/20/2008 .....	47
PAY PLAN EFFECTIVE 6/18/2010 .....	47
PAY PLAN EFFECTIVE 7/1/2011 .....	48

## **ARTICLE 1 - PREAMBLE**

The State of Connecticut, acting by and through the State of Connecticut Division of Criminal Justice, hereinafter called "the Division" or "the Employer," and the Connecticut State Employees Association, hereinafter called "the Union" or "CSEA,"

Witnesseth:

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

Whereas the parties of this Agreement consider themselves mutually responsible to improve the public service through increased morale, efficiency and productivity;

Now, therefore, the parties mutually agree as follows.

## **ARTICLE 2 - RECOGNITION**

The Division of Criminal Justice of Connecticut herein recognizes the Connecticut State Employees Association as the exclusive representative of the employees in permanent positions regularly working twenty (20) or more hours per week in the job titles Inspector, Senior Inspector and Supervisory Inspector, but excluding Chief Inspector as certified by the State Labor Relations Board in Case No. SE-4705.

Accordingly, this Agreement shall pertain only to those employees whose job titles fall within the certification above cited and shall not apply to employees who are paid on a temporary payroll. Persons otherwise eligible serving a working test period are included.

## **ARTICLE 3 - NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

**Section 1.** The parties agree that neither party shall discriminate against any employee on the basis of race, color, creed, religion, sex, sexual orientation, age, national origin, ancestry, marital or civil union status, mental retardation, physical disability including, but not limited to, blindness, learning disability, present or past history of mental disability, genetic information, veteran status or lawful political activity.

**Section 2.** Neither party shall discriminate against an employee on the basis of membership or non-membership or lawful activity in behalf of the exclusive bargaining agent.

**Section 3. Affirmative Action.** The parties acknowledge the need for positive and aggressive affirmative action to redress the effects of past discrimination, if any, whether intentional or unintentional; to eliminate present discrimination, if any; to prevent further discrimination and to ensure equal opportunity in the application of this Agreement. Problems, either ripe or anticipated, which impact upon the philosophy and/or directives of this section, shall be appropriate for continuing discussion between the parties.

**Section 4.** In connection with Sections 1 and 2 above:

(a) An employee, the Union, or the Union on behalf of an employee alleging conduct or action inconsistent with the obligation to avoid such discrimination, shall promptly report any alleged discrimination to an appropriate official with supervisory authority over the person alleged to have engaged in such conduct. Reasonable efforts shall be made to resolve the situation prior to resorting to grievance arbitration.

(b) If the requirements of paragraph (a) have been met, and there has been no reasonable offer to disavow or otherwise cure any perceived discrimination, a grievance may be filed at an appropriate step.

(c) In any arbitration proceeding alleging a violation of Section 1 or 2, the Arbitrator shall determine whether the grievant has shown by a fair preponderance of the evidence, including, where appropriate, the surrounding circumstances, that the official responsible for the adverse action was motivated by discriminatory considerations but for which the action would not have been taken.

**Section 5.** Disputes involving alleged discrimination shall not be arbitrable if the obligations of Sections 4(a) and 4(b) have not been met.

#### **ARTICLE 4 - NO STRIKES - NO LOCKOUTS**

##### **Section 1.**

(a) The exclusive representative shall not engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slowdown, concerted withholding, interruption or disruption of services, sickout, or any interference with the mission of the Division of Criminal Justice. This Article shall be deemed to prohibit the concerted boycott or refusal of overtime work.

(b) Similarly, employees shall not engage in, induce, support, or encourage such activities.

**Section 2.** The Union shall exert its best efforts to prevent or terminate any violation of Section 1 of this Article.

**Section 3.** The Employer agrees that during the life of this Agreement there shall be no lockout.

#### **ARTICLE 5 - ENTIRE AGREEMENT**

**Section 1.** This Agreement, upon ratification, constitutes the complete and entire Agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified, and executed by the parties.

**Section 2.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Division of Criminal Justice and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- (1) any subjects or matters referred to or covered in this Agreement, or
- (2) any subjects or matters not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

The parties recognize the central role of the Connecticut Division of Criminal Justice as an independent agency of state government in assuring compliance with the laws, the Constitution of the State of Connecticut, and the United States Constitution. The parties also recognize that the users of the Division's services, including the general public, demand the prompt and efficient adjudication of complaints and disputes, and insist upon the fullest protection of statutory, civil, and constitutional rights.

Unless an express, specific provision of this Agreement provides otherwise, the Connecticut Division of Criminal Justice, acting through the Chief State's Attorney and such other officials as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Division.

Such rights include, but are not limited to, establishing standards of productivity and performance of its employees, including establishing qualifications for ability to perform work in classes and/or ratings; determining its budget, its mission, and the methods, means and personnel necessary to fulfill that mission, including the contracting out, or the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other disciplinary action against its employees; the layoff of its employees because of lack of work or other legitimate reasons as stated in Article 14 (Reduction in Force); to determine the hours, days when, and locations where the courts will be in operation; to enforce existing rules and regulations for the management of the Division, and to add to, eliminate, or modify such rules or regulations as it deems appropriate; and take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise

any right shall not be deemed waiver.

## **ARTICLE 7- UNION SECURITY AND PAYROLL DEDUCTIONS**

**Section 1.** During the life of this Agreement an employee retains the freedom of choice whether or not to become or remain a member of the Union which has been designated as the exclusive bargaining agent.

**Section 2.** Union dues shall be deducted by the Employer bi-weekly from the paycheck of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

**Section 3.** An employee who within thirty (30) days after his initial employment in the bargaining unit covered by this Agreement fails to become a member of the Union which is the exclusive bargaining agent for his unit, or an employee whose membership is terminated for nonpayment of dues or who resigns from membership shall be required to pay an agency service fee under Section 4.

**Section 4.** The Employer shall deduct an agency service fee or Union dues bi-weekly from the paycheck of each employee who is covered by this Agreement, provided however, no such payment shall be required by employees whose membership in the Union is terminated for reasons other than non-payment of Union dues or who have initiated legal action to contest the legality of the agency fee, until such time as a final adjudication upholding the legality of such fee has been rendered.

The Union shall promptly notify the Employer in writing of any termination of Union membership for reasons other than non-payment of Union dues.

The amount of an agency service fee shall not exceed the minimum applicable dues payable to the exclusive bargaining agent. Any changes in the amount of Union dues or agency fees to be deducted shall be effective as soon as practicable, but in no event sooner than twenty-eight (28) days after receipt of written notice of such changes by the Office of the Chief State's Attorney.

It is anticipated that the Comptroller will continue the existing practice of promptly remitting to the Union the dues or agency fees deducted under this article with a list of employees for whom such deductions have been made.

**Section 5.** No payroll deduction of dues or agency service fees shall be made from workers' compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be retroactive.

**Section 6.** Payroll deductions of Union dues shall be discontinued for other employee organizations not party to this Agreement.

**Section 7.** The Employer shall continue its practice of payroll deductions as authorized by

employees for purposes other than payment of Union dues or agency service fees, provided any such payroll deduction has been approved by the Employer in advance.

**Section 8.** The Union shall indemnify the State of Connecticut for any liability or damages incurred by the employer, excluding attorneys' fees, in compliance with this Article.

**Section 9.** The existing system of voluntary payroll deductions for the Union's Political Action Fund shall be continued.

## **ARTICLE 8 - UNION RIGHTS**

**Section 1.** Within ninety (90) days of the execution of this Agreement, the Union will furnish the Employer with a complete list of stewards designated to represent any segment or segments of the employees covered by this Agreement, specifying the jurisdiction and location of each steward or group of stewards, provided that the jurisdiction of each steward shall be limited to such geographical boundaries as are mutually agreed.

**Section 2.** Except as otherwise provided, Employer representatives shall deal with Union-designated stewards or representatives exclusively in the processing of grievances or any other aspect of contract administration.

**Section 3. Access to Premises.** Union staff representatives shall be permitted to enter the work premises of the Division at any reasonable time for the purpose of discussing, processing, or investigating filed or potential grievances or otherwise performing Union business, provided that (1) they give notice of their presence immediately upon arrival to the supervisor in charge, and (2) they do not interfere with the performance of duties. Within ninety (90) days of execution of this Agreement, the Union will furnish the Employer with a current list of its staff personnel and their jurisdiction and shall maintain the currency of said list.

**Section 4. Role of the Steward in Processing Grievances.** The stewards will obtain permission from their immediate supervisors to leave their work assignments in order to carry out their duties, properly and expeditiously, in connection with this Agreement. Permission from supervisors, based upon the work situation, will not be unreasonably withheld.

Before contacting an employee, the steward will first report to and obtain permission to see the employee from the employee's supervisor. If the supervisor is not available, the steward will obtain permission from the person left in charge. Permission from supervisors, based upon the work situation, will not be unreasonably withheld. A steward's pass, signed by his/her supervisor, shall be utilized as a request by stewards to meet with employees or employees to meet with stewards, and shall state the name of the employee involved or steward, his/her location and the location to be visited. Request and utilization of such pass shall imply immediate need for conducting important Union business. Stewards thus engaged will report back to their supervisors on completion of such duties and return to their job and will suffer no loss of pay or other benefits as a result thereof. The sufficiency of steward coverage shall be a

subject of continuing consultation between the Employer and the Union. The Union will cooperate in preventing abuse of this Section.

**Section 5. Bulletin Board.** The Employer shall furnish reasonable bulletin board space, where presently available, in each location which the Union may utilize for its announcements. In any location presently leased by the Employer where there is currently no bulletin board, the Employer agrees that the Union may make arrangements with the lessor to provide and to install at the Union's expense a bulletin board in an area and position to be agreed upon by the Employer.

Bulletin board space shall not be used for material that is of a partisan political nature, or is inflammatory or derogatory to the Employer. The Union shall limit its posting of notices and bulletins to such bulletin board space.

**Section 6. Access to Information.** The Employer agrees to provide the Union, upon request and adequate notice, access to materials and information which are necessary for the Union to fulfill its responsibility to administer this Agreement, The Union shall reimburse the Employer for the expense and time spent for photocopying information.

The Union shall not have access to information which the Employer reasonably determines is privileged or confidential, or information gathered prior to April 6, 1978, unless and until such information constitutes the basis, in whole or in part, for disciplinary action as defined in this Agreement, or constitutes the basis for a decision not to select an employee for a promotion as defined in this Agreement.

In denying the Union access to information, the Employer shall state in reasonable detail the basis of the denial.

#### **Section 7.**

(a) Delegates to the annual CSEA convention - not to exceed two (2) for the Inspectors Bargaining Unit - shall be granted, subject to operating needs and prior notification to the Chief State's Attorney, leave without loss of pay or benefits for two (2) days, to attend said convention. Delegates scheduled to work on a Saturday shall also be excused to attend the third day of said convention.

(b) Any Division of Criminal Justice employee elected to the office of president or secretary/treasurer of the Union will be eligible, subject to the operating needs of the Division, for an unpaid leave of absence not to exceed one (1) year. An extension not to exceed one (1) additional year may be granted subject to the approval of the Chief State's Attorney. Upon return from such leave the Employer shall offer said employee a position relatively equal to the former position in pay, benefits, and duties, at the rates in force at the time of return from such leave. Upon return from such leave, the employees shall have the right to purchase back retirement credits for the period of the leave, provided that the employee or the Union shall pay the State's and the employee's

contributions for the period of the leave and provided such purchase is approved by the State Retirement Commission.

(c) There is hereby established in the Inspectors' unit a bank of three (3) days leave per contract year for use by the Union to conduct its business. Time used for the CSEA annual convention, processing or investigating grievances or Steward training shall not be charged to this bank of hours. The Union shall give written notice to the Chief State's Attorney or his designee, ordinarily fourteen (14) days in advance, specifying the dates or release, the names of employees to be released and their work locations, and permission by the Chief State's Attorney shall not be unreasonably withheld. Time off under this section shall be granted in no less than half-day units.

**Section 8. Orientation and Training.** The Union will provide each new employee with a copy of the collective bargaining agreement then in force and will furnish such employee with the name(s) of his/her steward(s). The Division of Criminal Justice shall provide the Union with a list of new employees within a reasonable period of time after they are hired. The Employer will cooperate in permitting a common meal period for the steward and any newly hired employee within five (5) work days.

**Section 9. Steward Training.** The Division and CSEA agree that in order to promote the precepts as incorporated in the Preamble of this Agreement, and for the expeditious and reasonable processing of disputes under this Agreement, initial steward training shall be a valuable asset in promoting these goals. To that end, the Division of Criminal Justice agrees to allow each steward up to two (2) days of training, without loss of pay or benefits, to a maximum of five (5) stewards. Stewards shall be granted time off for training and representational duties subject to the provisions of Section 7(c) of this Article.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **Section 1. Definitions.**

(a) A grievance is defined as a written complaint involving an alleged violation or application or interpretation of a specific provision of this Agreement.

(b) A grievance is also defined as a written complaint involving the allegation of a person of unfair treatment of an employee by the Employer, subject to the following:

(1) unfair treatment grievances may be processed only through Step II of the procedure outlined below and shall not be subject to arbitration;

(2) the employee shall have the burden of establishing that there is pattern of unfair treatment; and

(3) the addition of a "pattern of unfair treatment" as a grievable matter is intended to provide an outlet for employees to grieve problems in interpersonal relationships

with supervisors which develop over a period of time. Said addition is not intended as an indirect means of enforcing alleged past practices not expressly incorporated into the Agreement.

(c) Except as otherwise provided in this Agreement, it is understood and agreed that the grievance procedure is designed as the exclusive procedure for resolution of disputes which constitute grievances.

**Section 2. Format.** Grievances shall be filed on mutually agreed upon forms and shall specify in reasonable detail: (a) the facts; (b) the issues; (c) the date of the violation alleged; (d) the controlling contract provision; (e) the remedy or relief sought.

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

A grievance may be expanded at or before its submission to Step II, but not after.

**Section 3. Grievant.** A Union representative, with or without the aggrieved employees, may submit a grievance on his/her behalf (a “general” grievance), and the Union may, in appropriate cases, submit a grievance in its own behalf with respect to rights of the Union (an “institutional” grievance).

An individual employee at any time may present a grievance to his/her Employer and have the grievance adjusted without intervention of the Union, provided that the adjustment shall not be inconsistent with the terms of the collective bargaining Agreement then in effect. The Union shall be given prior notice of the grievance and shall be informed of the terms of the settlement. The steward shall be entitled to receive from the Employer all documents pertinent to the disposition of the grievance and to file statements of position.

**Section 4.** A grievance shall be deemed waived unless submitted at Step 1:

(a) either within thirty (30) days from the act or omission from which the grievance arises; or

(b) within thirty (30) days from the date the grievant or any Union representative or steward through reasonable diligence should have known of the act or omission, whichever is later.

Except where the grievant’s delay is prejudicial to the other party, a grievance may be filed and processed to arbitration where the grievance involves a repetition of an act or omission in the nature of a continuing violation.

The time limit provisions in this Section shall be liberally construed in situations where the grievant had been absent from the state in the performance of duties involving extradition.

**Section 5. Informal Resolution.** Attempts to resolve disputes informally without resort to the grievance procedure outlined in Section 6 are encouraged.

**Section 6. The Grievance Procedure.**

**Step I. State's Attorney or Deputy Chief State's Attorney.** A grievance may be submitted within the thirty (30) day period specified in Section 4 to the State's Attorney or the Deputy Chief State's Attorney, as appropriate. A meeting between the State's Attorney or Deputy Chief State's Attorney, as appropriate, and the aggrieved employee and his representative shall be held to discuss the grievance. A written response shall be issued within twenty-one (21) days after receipt of the grievance.

**Step II. Chief State's Attorney.** When the answer at Step I does not resolve the grievance, the grievance shall be submitted by the Union representative, or the grievant, or both, to the Chief State's Attorney or his designee within seven (7) days of the response at Step I. Within fourteen (14) days after receipt of the grievance a meeting shall ordinarily be held with the employee, or the Union, or both, and a written response shall be issued within thirty (30) days after receipt of the grievance.

**Step III. Arbitration.** Within fourteen (14) days after the appropriate response at Step II, or if no response is forthcoming, after the expiration of the time limit, CSEA may submit an unresolved grievance to arbitration, but no individual employee may submit a grievance to arbitration.

**Section 7.** For the purpose of the time limits hereunder, "days" shall not include those periods of time when the Division of Criminal Justice is closed as a result of inclement weather or legal holiday. The parties to the grievance procedure may, by mutual agreement, extend time limits. The Chief State's Attorney or his designee, and the Union may, by mutual agreement, waive any or all of the Steps herein before cited.

**Section 8.** In the event that the Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits therefor shall apply as if the Employer's answer had been timely filed on that last day.

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

**Section 9. Settlements of Grievances.** Settlements of grievances under Section 6 of this Article shall be reduced to writing and signed. No settlement at Step I shall constitute a precedent for future grievances or arbitration unless the parties to this Agreement agree to the contrary; accordingly, except by mutual agreement, such settlements shall not be admissible as evidence in any arbitration proceeding. Settlements at Step II of the grievance procedure shall be deemed precedential unless the parties expressly state to the contrary in the settlement agreement.

**Section 10. Consolidation.** The parties may, by mutual agreement, consolidate for hearing by a

single arbitrator two or more grievances arising out of similar factual situations, or involving similar issues of contract interpretation, or both.

**Section 11. Arbitration.**

(a) **Submission.** Submission to arbitration by the Union shall be by letter, with the grievance attached, to the Chief State's Attorney or his designee. If the Employer invokes the provisions of this Section, submission to arbitration shall be by letter, with the grievance attached, to the Director of the CSEA.

(b) **Selection.** The parties shall continue to utilize a panel of three (3) mutually agreed upon arbitrators. Unless the parties agree to the contrary for a particular case, the following procedures will apply:

(i) The arbitrator shall be selected by rotation in alphabetical order from the panel of arbitrators. For the duration of the 2009-2012 Agreement, the panel shall consist of the following arbitrators, who are listed in alphabetical order:

David Bloodsworth

Marcia Greenbaum

Jeffrey Selchick

Modifications to the panel may be made at any time by mutual agreement of the Division and the Union.

(ii) If the arbitrator is not available to schedule a hearing within sixty (60) days of the receipt of the submission, the next arbitrator in rotation who is available shall be selected unless the parties agree to waive the sixty-day time limit.

(c) **Procedures; Costs; Attendance.**

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

(ii) The expenses for the arbitrator's service and for the hearing shall be shared equally by the parties. Unless otherwise agreed, a verbatim record of the proceedings shall be made. Costs of making such record shall be shared equally. The costs of a transcript shall be borne by the party requesting same. If the arbitrator requests a copy of the record, the costs of said record shall be shared equally.

(iii) The Employer shall grant reasonable time off to employees to attend an arbitration proceeding for the purpose of testifying. The Union shall provide reasonable notice, ordinarily three (3) or more days, of the employees it wishes to be excused for such attendance.

(d) On grievances when the question of arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator, the arbitrator shall, at the request of either party, conduct a separate hearing on the issue of arbitrability and shall determine that issue before further proceedings are held. In determining such questions a rebuttable presumption of arbitrability shall be applied.

(e) 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 pertinent provision of this Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was first submitted. Except as expressly provided by a specific provision of this Agreement, the exercise of rights under Article 6 (Management Rights) as well as any other matter dealing with the administration of the Division shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

(f) The arbitrator shall render his decision in writing no later than thirty (30) calendar days after the conclusion of the hearing or receipt of briefs, whichever is later, unless the parties agree otherwise.

(g) The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes Sec. 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including a decision by a court of competent jurisdiction that the arbitrator's award: (1) contravenes the public interest, or (2) is arbitrary or capricious.

As to the specific, express provisions of this Agreement, the parties have bargained for the arbitrator's construction. Absent any of the above grounds for overturning an award, the courts shall not substitute their interpretation for that of the arbitrator.

**Section 12.** Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the arbitration procedure.

- (a) discipline of employees, except as provided in Article 13 (Discipline Article), Section 3;
- (b) dismissal of employees during a probationary period;

- (c) disputes over an employee's job classification (reclassification grievances);
- (d) the decision to lay off employees, subject to Article 14 (Reduction in Force Article);
- (e) classification and pay grade for newly created jobs, provided, however, this clause shall neither enlarge nor diminish the Union's right to negotiate on such pay grades;
- (f) compliance with health and safety standards and CONN OSHA;
- (g) any incident which occurred or failed to occur prior to the effective date of the pertinent provision of this Agreement, subject to Article 32 (Duration Article), Section 1;
- (h) disputes over claimed unlawful discrimination, except as provided in Article 3 (Non-Discrimination and Affirmative Action); and
- (i) disputes concerning compliance with Article 11 (Service Ratings) except as provided in Section 2 of that Article.

## **ARTICLE 10 - PROBATIONARY PERIOD**

### **Section 1.**

(a) The probationary period shall be deemed an extension of the hiring process. Accordingly, permanent status in a duly authorized full-time position will be attained by the employee after the conclusion of a satisfactory probationary period of six (6) months continuous employment in a bargaining unit position unless, prior to the conclusion of such period, a management designee reports, in writing, to the Chief State's Attorney that the employee is unable or unwilling to perform his duties so as to merit continuance in such position and is, consequently, to be terminated as of a specific date not later than the termination date of the applicable probationary period.

The intent of this provision is to provide a six-month "working" probationary period and therefore leaves of absence, time lost because of workers' compensation and other unpaid leave of absences do not count towards the six-month period.

Upon receipt of such written notification at any time within the six (6) month period, the Chief State's Attorney shall remove the employee's name from the payroll effective on the date specified in the written notification, unless the employee is appointed to another position in the Division of Criminal Justice for which he/she may be better suited.

(b) The employee shall be rated on the criteria, inter alia, of the quality of work, the quantity of work, dependability, conduct, attendance, physical and mental capacity to

perform the work assigned, judgment, ability to deal with people, and, if applicable, supervisory ability.

(c) Upon the request of a probationary employee's supervisor, the Chief State's Attorney may extend the employee's probationary period for up to ninety (90) days.

**Section 2.** The attainment of permanent status by an employee shall not be construed to prohibit or restrict the discharge or suspension of the employee.

**Section 3.** Employees promoted to a higher position shall serve a three (3) month probationary period in that position, subject to the pertinent provisions of Section 1 (a) and (b) of this Article. Upon receipt of written notification of unsatisfactory performance, the employee shall be offered a position similar to that from which he/she was promoted. Neither the offer nor the acceptance of such a position shall be deemed a demotion.

**Section 4.** During any probationary period, supervisors shall periodically advise an employee concerning his performance.

## **ARTICLE 11 - SERVICE RATINGS**

**Section 1.** The annual service ratings shall be completed approximately three (3) but no less than two (2) months prior to the employee's annual increase date. A service rating will be conducted by the employee's immediate supervisor, with review by the Chief State's Attorney in his office or the State's Attorney in a judicial district or geographical area within a judicial district, or his/her appropriate designee. When an employee is rated "unsatisfactory," the rating supervisor shall state reasons and, if practicable, suggestions for improvement. All service ratings of "unsatisfactory" must be discussed with the employee at an informal meeting to be scheduled by the rating supervisor, normally within seven (7) days after the employee has seen the report and prior to its submission to the Chief State's Attorney.

There shall be two overall ratings: "satisfactory" or "unsatisfactory." An employee receiving an "unsatisfactory" evaluation shall not receive an annual increment.

### **Section 2.**

(a) Disputes concerning compliance with this Article may be subject to the grievance but not the arbitration procedure. Disputes concerning procedural requirements of this Article shall be promptly aired by the employee so that timely correction can be sought. Where appropriate, reasonable efforts shall be made to correct or mitigate alleged procedural defects.

(b) Notwithstanding paragraph (a) of this Section, disputes concerning the grounds for an "unsatisfactory" rating, and thus the denial of an increment, may be subject to arbitration, but the increment may only be restored if the evaluator's decision, in light of all the credible evidence, is clearly shown to be arbitrary and capricious. The arbitrator

shall not substitute his/her judgment for the judgment of the evaluator in applying and weighing evaluation standards.

**Section 3. Development of Evaluation Procedures.** The Union shall be consulted prior to final adoption by the Division of Criminal Justice of any changes in written regulations, procedures, or forms which relate to evaluation of employee performance. Upon adoption of such regulations, procedures, or forms, affected employees will be informed. Nothing in the Article shall be deemed to impair the continuing use of existing evaluation procedures and forms or the implementation of existing regulations concerning matters covered by this Article.

All service ratings shall be conducted on forms which are standardized either by job classification or by job series.

**Section 4.** The parties agree that the current service rating form shall remain in effect for the duration of this agreement unless modified by the parties.

## **ARTICLE 12- PERSONNEL FILES**

**Section 1. Definitions.** An employee's "personnel file" is defined as the personnel file maintained by the Division of Criminal Justice at the Chief State's Attorney's Office.

**Section 2.** An employee, on his request, or a Union representative, upon written authorization, shall be permitted to examine and copy during normal business hours and at his/her expense, all materials placed in his/her personnel file other than any pre-employment material or any other material that is confidential or privileged. Any privileged or confidential information shall not be revealed to any party outside the Executive Department without the written consent of the employee.

The Division of Criminal Justice reserves the right to require its designee to be present while such file is being inspected or copied. The Union may have access to any employee records upon presentation of written authorization by the appropriate employee.

**Section 3.** Upon execution of this Agreement, no new material derogatory to an employee shall be placed in his/her personnel file until he/she receives a concurrent copy of such material within three (3) business days.

Within sixty (60) days following receipt of a copy of the material, an employee may file a written rebuttal to such material. Such material not subsequently incorporated into a service rating shall, upon request of the employee, be expunged after two (2) years.

An employee may file a grievance objecting to any derogatory material placed in his/her file, provided, however, no such grievance shall be arbitrable, unless and until it is used as grounds, in whole or in part, for disciplinary action, or it constitutes the basis of a decision not to select an employee for a promotion as defined in this Agreement.

In any arbitration proceeding alleging that derogatory material constituted the basis of a decision not to select an employee for a promotion, the remedy, if such material was without just cause, shall be limited to: (1) the removal of such material from the employee's personnel record and (2) in recognition of the limited number of promotional vacancies for unit employees, an order to re-do the promotion from among the original applicants without consideration of such material. Accordingly, no remedy ordering the selection of the grievant shall be available nor shall the employee originally selected forfeit pay received while serving in the promotional position.

**Section 4.** This Article shall not be deemed to prohibit supervisors from maintaining written notes or records on an employee's performance or conduct for the purpose of preparing service ratings and other appropriate purposes.

Such notes or records shall ordinarily be merged into a service rating or personnel record within two (2) years of the date such notes or records were prepared. If said notes and records are not merged, they shall be expunged after the two (2) year period.

Such notes or records shall be made available to the employee if and when they are used as grounds, in whole or in part, for disciplinary action, or when they constitute the basis of a decision not to select an employee for a promotion as defined in this Agreement.

## **ARTICLE 13 - DISCIPLINE**

### **Section 1. Types of Discipline.**

- (a) Serious discipline includes discharge, demotion, or suspension without pay of an employee who has attained permanent status.
- (b) (1) Divisional discipline shall be defined as follows:
  - (i) suspension without pay, or forfeiture of accrued leave not to exceed seven (7) days;
  - (ii) written reprimand.(2) Notwithstanding the above, the Chief State's Attorney or the Deputy Chief State's Attorney shall have authority to transfer an employee pending the imposition of serious discipline. Ordinarily, the investigation of charges which could lead to further action shall be completed within thirty (30) days. Accordingly, absent unusual circumstances, no employee will be required to remain in such transfer status for more than thirty (30) days while the charges are under investigation. Transfers pending investigation may result in operational transfers of other employees.
- (c) Preventive discipline shall be defined as suspension with pay up to three (3) days.

## **Section 2. Authority to Discipline.**

- (a) Serious discipline may be imposed by the Chief State's Attorney.
- (b) Divisional discipline may be imposed by the appropriate State's Attorney or by a Deputy Chief State's Attorney for prosecutorial investigative work units operating in the Office of the Chief State's Attorney.
- (c) Preventive discipline in appropriate circumstances may be imposed by Supervisors or officials outside of the bargaining unit.

## **Section 3. Appeal Procedures.**

- (a) (1) The Chief State's Attorney or his designee shall inform the employee in writing of the discharge, demotion, or suspension without pay, the effective date of such action, and the reasons for such action. Supporting facts shall be set forth in reasonable detail. The imposition of serious discipline shall be for cause.
  - (2) Within ten (10) days of the imposition of serious discipline, an employee may file a Step II grievance.
  - (3) Within fourteen (14) days after the appropriate response at Step II, or if no response is forthcoming after the expiration of the time set forth in Article 9, the Union may invoke arbitration.

### **(b) Divisional Discipline.**

(1) Suspension of Forfeiture of Leave. When, after investigation, a Supervisor determines that an employee should be suspended or should forfeit annual leave, a written complaint shall be prepared which sets forth in reasonable detail supporting facts.

Prior to issuing the complaint, the Supervisor and the employee (and Union representative, if desired) shall meet to discuss the complaint with a view towards settlement.

At the meeting, the employee shall be apprised of the substance of the complaint and shall be given an opportunity to respond. Such response may include the suggestion that additional persons be interviewed or other additional investigation be conducted. But the meeting shall not be in the nature of a hearing and shall not involve appearances by witnesses.

Any settlement at or after the meeting shall be reduced to writing at the time it is agreed to. If the meeting does not produce a settlement within five (5) calendar days, the complaint shall be issued and a suspension or forfeiture of leave shall be

imposed. In any action to impose a suspension or forfeiture of leave under Section 1 (b)(1)(i) above, the maximum penalty for any offense or accumulation of offense up to the date of the action shall be seven (7) days.

Within three (3) days of receipt of the complaint, an employee may file a grievance at Step II. The Employer's response, with or without a meeting, is due seven (7) days after receipt of the grievance. Within seven (7) days after the

Employer's response is received or due, whichever is earlier, the Union may invoke arbitration to determine whether the discipline was for cause. The arbitrator will be requested to schedule a hearing within thirty (30) days of his selection. The arbitrator shall issue a decision within five (5) days after the record is closed.

(2) Written reprimands shall be grievable, but shall not be arbitrable unless and until used as grounds, in whole or in part, for other disciplinary action, or constitute the basis of a decision not to select an employee for a promotion as defined in this Agreement. In any arbitration proceeding alleging that a reprimand constituted the basis of a decision not to select an employee for a promotion, the remedy, if such a reprimand was without just cause, shall be limited to: (1) the removal of the reprimand from the employee's personnel record, and (2) in recognition of the limited number of promotional vacancies for unit employees, an order to re-do the promotion from among the original applicants without consideration of such reprimand. Accordingly, no remedy ordering the selection of the grievant shall be available nor shall the employee originally selected forfeit pay received while serving in the promotional position.

**(c) Preventive Discipline.**

(1) Suspensions with pay shall not be grievable or arbitrable.

(2) If, as a result of an investigation of allegations of facts leading to a suspension with pay, no action is taken, the record of the suspension shall be removed from the employee's file.

**Section 4.** Notwithstanding the above provisions of this Article, the Employer may impose any type of disciplinary action on employees who have not attained permanent status; such action shall not be grievable or arbitrable.

**Section 5.**

(a) Employees who engage in a strike, sympathy strike, work stoppage, slowdown, concerted withholding, interruption or disruption of service, sickout, or any interference with the mission of the Division of Criminal Justice may, at the exclusive option of the Employer, be discharged or disciplined.

(b) In taking action under paragraph (a) above, the Employer may also consider whether the employee induced, supported, or encouraged other employees to engage in activities prohibited by Article 4 (No Strikes - No Lockouts).

### **Section 6. Disciplinary Interviews.**

(a) A Union representative may attend a disciplinary interview as a witness for, and consultant to, an employee when all of the following circumstances apply:

(1) The employee is being interviewed as part of an investigation of misconduct by a supervisor, official, or other representative of the Connecticut Division of Criminal Justice. The employee will be informed that the interview is part of an investigation of misconduct.

(2) Such discipline is considered likely at the time of the interview, but no final decision has been reached.

(3) The employee requests the presence of a Union representative.

(4) A Union representative is available within a reasonable time, ordinarily not to exceed twenty-four (24) hours.

(5) No emergency work situation involving the employee or the Union representative exists.

(6) The Union representative does not interrupt or otherwise impede the interview.

(7) Only one Union representative may attend an interview or series of interviews.

(b) The rights conferred in this Section constitute the full extent to which the parties intend the Weingarten case to be applied.

(c) Ordinarily, violations of paragraph (a) shall not be grounds for altering disciplinary action. However, the arbitrator reviewing such action may order other relief appropriate to the nature and circumstances of the case.

## **ARTICLE 14 - REDUCTION IN FORCE**

**Section 1. Definition.** A layoff is defined as the involuntary nondisciplinary separation of an employee due to a reduction in the work force.

**Section 2. Reasons for Layoff.** Employees may be laid off because of lack of work, economy, insufficient appropriation, a change in Division organization, abolition of position or any other cause.

### **Section 3. Procedures for Reduction In Force.**

- (a) Any necessary cutback in the number of employees shall be accomplished as far as practicable by normal attrition.
- (b) Scope of layoff Layoffs within the bargaining unit shall be instituted on a bargaining-unit-wide basis.
- (c) Order of layoff Seniority shall be the controlling factor in the selection for layoff with those employees with the least seniority being laid off first.
- (d) Seniority shall continue to accrue during a period of layoff
- (e) If the seniority of two or more employees is exactly the same, priority for layoff and recall shall be based upon total service as a sworn full time law enforcement official. A committee composed of two members designated by the Chief State's Attorney and two members designated by the Union shall decide which inspector has the most service as a sworn full time law enforcement official. In the event the committee is deadlocked in making its determination, the committee may appoint a neutral third party to cast the deciding vote. The actions of the committee are not subject to collateral attack in any forum.
- (f) Seniority as used in this Article is defined as aggregate service as a full-time Inspector in the Division of Criminal Justice or its predecessor entity.
- (g) Notwithstanding any contrary provision of this Agreement, reassignment or permanent transfer of employees as a result of a reduction in the work force shall be accomplished, subject to the following:
  - (1) The employer decides the unit or office from which and to which such reassignment or permanent transfer will be made.
  - (2) Reassignment or permanent transfer shall first be attempted on voluntary basis within the unit or office involved.
  - (3) Reassignment or permanent transfer shall be made in accordance with inverse seniority in the unit or office from which the reassignment or permanent transfer is made.

### **Section 4. Impact of Contracting Out.**

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

(b) The Employer will be deemed in compliance with this Section if (1) the employee is offered a transfer to the same or a similar position which, in the Employer's judgment, he/she is qualified to perform, with no reduction in pay; or (2) the Employer offers to train an employee for a position which reasonably appears to be suitable based on the employee's qualifications and skills. There shall be no reduction in pay during the training period.

(c) It is not contemplated that Inspectors will be hired as temporary employees.

**Section 5.** The Employer shall give the Union not less than four (4) weeks notice of layoff and at the Union's request shall meet to discuss alternatives.

The Employer shall give employees not less than four (4) weeks notice of layoffs.

### **Section 6. Reemployment**

(a) The Division shall restore to an Inspector or Supervisory Inspector who was laid off and returns to work within twelve (12) months of the date of the layoff, any accrued sick leave as of the date on which the employee was laid off

(b) An Inspector or Supervisory Inspector who is laid off shall be paid for any compensatory time which cannot be scheduled prior to layoff and had not lapsed pursuant to Article 18, Section 3 as of the date on which the employee was laid off

The Division shall permit an Inspector or Supervisory Inspector who was paid for such compensatory time at the time of layoff, and returns to work within twelve (12) months of the date of the layoff, to repurchase all the accrued compensatory time which was paid to him/her at the time of layoff. No partial repurchase will be allowed.

Payment for such accrued compensatory time leave shall be made by check payable to the Treasurer, State of Connecticut in one lump sum amount. If the employee makes such repayment, his/her compensatory time shall be restored.

The election to purchase compensatory time must be made in writing, to the Division Personnel Officer, at the same time as the employee accepts the offer of reemployment. The Division will then calculate the payment due and notify the employee of said amount in writing. Payment of the full amount due shall be transmitted to the Personnel Officer not later than the first payday following the employee's return to work.

(c) The Division shall permit an Inspector or Supervisory Inspector who was laid off, was paid for accrued, unused vacation at the time of layoff, and returns to work within twelve (12) months of the date of the layoff, to repurchase all the accrued vacation leave which was paid to him/her at the time of layoff. No partial repurchase will be allowed.

Payment for such accrued vacation leave shall be made by check payable to the

Treasurer, State of Connecticut in one lump sum amount. If the employee makes such repayment, his/her vacation leave balance shall be restored to the number of hours to his/her credit at the time of his/her layoff

The election to purchase vacation must be made in writing, to the Division Personnel Officer, at the same time as the employee accepts the offer of reemployment. The Division will then calculate the payment due and notify the employee of said amount in writing. Payment of the full amount due shall be transmitted to the Personnel Officer not later than the first payday following the employee's return to work.

**Section 7. Re: Public Act 03-02, Section 6.** The following shall apply to Inspectors who were laid off in January of 2003 and returned to work within the next twelve (12) months:

1. These employees shall retain the annual increment date that applied prior to layoff.
2. The time spent on layoff shall count towards the employee's length of service for the following purposes:
  - a. Eligibility for longevity payments under Article 16, Section 5, particularly the length of service required for particular levels of longevity pay;
  - b. Eligibility for vacation accrual pursuant to Article 19, Section 2;
  - c. Preference for vacation selection pursuant to Article 19, Section 3;
  - d. Seniority as applicable to transfers under Article 25, Sections 3, 4 and 5.

To the extent required, these provisions shall supersede any contrary provisions of the Connecticut General Statutes and Regulations of Connecticut State Agencies.

## **ARTICLE 15 - SAFETY**

**Section 1.** The Employer is receptive to all recommendations regarding improvement of apparently unsafe or unhealthy conditions. Once the Employer determines that an unsafe or unhealthy condition exists, it will attempt to alleviate or otherwise remedy the conditions.

If an employee is required to perform some duty or task under an unsafe condition which in fact presents a clear, present, and substantial danger of physical harm, the employee may refuse to perform the duty or task pending the immediate and expedited communication of the unsafe condition through the chain of command (Supervisor, State's Attorney, Chief State's Attorney).

Disputes over unsafe or unhealthy working conditions shall be processed through the Labor Department for compliance with CONNOSHA or otherwise with the parties, but shall not be subject to the grievance procedure.

**Section 2.** The parties may agree to worksite stress related health programs for bargaining unit employees through the State of Connecticut's health insurance carriers. In no case, shall these programs result in any cost to the Division of Criminal Justice.

The parties may request funds from the Health Care Cost Containment Committee to implement programs and activities developed and agreed upon by the parties.

## **ARTICLE 16 - COMPENSATION**

### **Section 1. Base Salary Increases.**

- (a) There shall be no increase in base annual salaries for the first year of this Agreement (2009-2010).
- (b) Effective the pay period including July 1, 2010, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).
- (c) Effective the pay period including July 1, 2011, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).

**Section 2. Salary Allocation.** The classification of DCJ Inspector shall be allocated to Salary Groups 27 and 29. The structure of the DCJ Inspector position will be 27-1 through 27-7 and 29-6 through 29-10. The classification of Supervisory Inspector shall be allocated to Salary Group 31. The classification of Supervisory Inspector shall be allocated to Salary Group 31 with ten steps 31-1 through 31-10.

### **Section 3. Salary Structure.**

- (a) Inspectors shall be advanced along the pay grades and structure on his/her anniversary date for receipt of an annual increment. The condition precedent to advancement shall be satisfaction of the requirements for the receipt of an annual increment, in accordance with the provisions of Article 11.
- (b) Pursuant to his/her statutory authority and subject to his/her discretion, the Chief State's Attorney may, where operating needs require, promote qualified Inspectors to Supervisory Inspector positions. Inspectors so promoted shall be upgraded in the traditional mode. In accordance with the provisions of Article 10, the promotional working test period for the Supervisory Inspector classification shall be three (3) months. Permanent employees in said classification may be demoted by the Chief State's Attorney upon written notice stating the reasons therefor. Such demotion shall be grievable and arbitrable. Notwithstanding the provisions of Article 13, in any arbitration concerning a demotion, the arbitrator shall not substitute his/her judgment for that of the Chief State's Attorney unless it can be shown that the decision to demote was arbitrary and capricious.

The Chief State's Attorney may, where operating needs require, designate qualified Inspectors to perform temporary service in the Supervisory Inspector classification. An Inspector who is assigned to perform such temporary service shall, commencing with the thirty-first (31st) consecutive work day, be paid for such actual work retroactive to the first day of such work at the rate of the Supervisory Inspector classification as if promoted thereto. This provision shall have no adverse impact on permanent appointments to the Supervisory Inspector classification, as established herein.

#### **Section 4. Annual Increments.**

- (a) There shall be no annual increments during the first year of this Agreement (2009-2010).
- (b) Employees will be eligible for and receive annual increments 2010-2011 contract year in accordance with existing practice, but the annual increments shall be delayed three (3) months.
- (c) Employees will be eligible for and receive annual increments 2011-2012 contract year in accordance with existing practice, but increments shall be delayed three (3) months.

#### **Section 5. Longevity.**

Employees shall continue to be eligible for longevity payments for the life of the contract in accordance with all existing practices.

#### **Section 6. Travel Reimbursements.**

- (a) An employee who is required to travel on official state business shall be reimbursed in accordance with and subject to the conditions outlined in the Division's travel policy.

An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position shall be reimbursed for lodging in accordance with and subject to the conditions outlined in the Division's travel policy. Advance approval must be obtained from the Office of the Chief State's attorney.

During the life of this Agreement, an employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the rate per mile set forth in the Division's travel policy. Reasonable parking fees and tolls shall also be reimbursed when the request is accompanied by receipts.

It is the intent of the parties that the travel policy referenced herein shall be the policy adopted for all employees of the Division who are represented by the Union as well as non-bargaining unit employees.

An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position may be reimbursed for lodging expense in accordance with the Division Travel Policy. Advance approval must be obtained from the Office of the Chief State's Attorney.

(b) An employee who is not required to travel but who works in excess of the normal workday or on a Saturday, Sunday or holiday upon authorization of a supervisor is entitled to a meal allowance as follows:

(1) if the work is performed between 12:00 midnight and 9:00 a.m. on any day for an aggregate of three (3) hours or more: the breakfast rate as provided in the Division's Travel Policy;

(2) if the work is performed between 5:00 p.m. and 12:00 midnight on a regular workday (Monday through Friday) for an aggregate of four (4) hours or more: the dinner rate as provided in the Division's Travel Policy;

(3) if the work is performed between 9:00 a.m. and 1:00 p.m. on Saturday, Sunday or holiday for aggregate of three (3) hours or more: the lunch rate as provided in the Division's Travel Policy; and;

(4) if the work is performed between 1:00 p.m. and 12:00 midnight on a Saturday, Sunday, or holiday for aggregate of four (4) hours or more: the dinner rate as provided in the Division's Travel Policy.

## **ARTICLE 17 - HOURS OF WORK**

**Section 1. Regular Workweek.** Employees work a regular thirty-five (35) hour workweek, provided that hours of duty are based upon position responsibility. Such employees shall work as needed or required, consistent with the provisions of Article 18 (Compensatory Time Off).

### **Section 2. Scheduling of Hours.**

(a) Full-time employees shall normally work Monday to Friday, seven (7) hours per day within the period from 8:00 a.m. to 5:00 p.m.

(b) The Employer and the Union agree to discuss other work schedule changes as agreed will be in the best interest of both parties.

(c) The Chief State's Attorney reserves the right for operating purposes to establish second and third shifts. In the event that new hours of work are contemplated, the parties shall negotiate the effects of such schedule. Notice of such changes, if any, initiated by the employer, shall be sent directly to CSEA headquarters, copy to the President of the Inspectors Council.

**Section 3. Meal Periods.** Meal periods shall be one (1) hour in duration. Meal periods shall be scheduled close to the middle of a shift, subject to the operating needs of the jurisdiction as determined by officials in charge. Meal periods shall, except in unusual circumstances, be considered duty free. Meal periods shall not be counted as work time. The voluntary omission of a meal period, in whole or in part, shall not modify the starting or leaving time schedule.

**Section 4. Rest Periods.** Employees shall be entitled to two (2) fifteen (15) minute rest periods during the working day, one (1) in each half shift (to be scheduled by the supervisor), except that operational needs may preclude such periods for courtroom personnel. A rest period commences when the employee ceases work at the duty station. The voluntary omission of a rest period, in whole or in part, shall not modify the starting or leaving schedule.

## **ARTICLE 18 - COMPENSATORY TIME OFF**

**Section 1. Definition.** For purposes of this Agreement, compensatory time off is defined as leave time related to the number of hours an employee worked in excess of the standard workweek providing, however, that such additional hours worked have been accrued in accordance with this Article.

### **Section 2. Accrual.**

(a) An employee may claim compensatory time off if he is required by his Supervisor to work at his regular place of employment on a legal holiday. For the purpose of the above sentence, the term employee shall be defined to include all bargaining unit employees.

(b) No employee may earn compensatory time off on occasions other than those listed in 2(a) unless:

(1) the employee is specifically directed and required, at the invitation of a judge, supervisor, or other authorized official, to perform work in excess of his standard workweek;

(2) the supervisor, upon request of the employee, approves in writing compensatory time off for work already performed. It is further provided that compensatory time shall not accrue for work performed at an employee's place of residence.

(c) Grace Period. Compensatory time may not be claimed for consecutive worktime, otherwise claimable under this Article of less than fifteen (15) minutes.

(d) Measurement. Compensatory time shall be measured to the nearest half-hour.

(e) Compensatory time shall not accrue for time spent by an employee attending a workshop, conference or training activity which the employee requested or elected to attend.

**Section 3. Taking and Lapse of Compensatory Time.** Compensatory time earned during the first nine (9) months of a calendar year will lapse unless it is taken not later than the end of the calendar year in which it was earned. Compensatory time earned during the last three (3) months of a calendar year will lapse unless it is taken not later than the end of the first calendar year after which it was earned. Exceptions to these time limits may be made in extraordinary circumstances but only with the express written approval of the Chief State's Attorney or his designee.

**Section 4. Reporting.** When compensatory time off is earned or taken it must be reported on the attendance report submitted to the Office of the Chief State's Attorney.

## **ARTICLE 19 - VACATION-PERSONAL-MILITARY LEAVE**

**Section 1. Definition of a Permanent Employee.** Each full-time, permanent employee in the bargaining unit who is included in the regular bi-weekly payroll and whose salary is allocated to a particular group and step is eligible to accrue vacation time with pay.

### **Section 2. Accrual of Vacation Time.**

(a) Eligible employees hired before July 1, 1988 and who are on the thirty-five (35) hour per week Division of Criminal Justice payroll shall accrue eight and three-quarters (8 3/4) vacation hours per month for each completed month of continuous full-time service except that employees who have completed ten (10) years of service shall accrue eleven and two-thirds (11 2/3) vacation hours per month for each completed month of continuous full-time service.

Otherwise eligible employees hired on or after July 1, 1988 and before May 1, 2006, shall accrue seven (7) vacation hours per month for each completed month of continuous full-time service except that employees who have completed three (3) years of service shall accrue eight and three-quarters (8 3/4) vacation hours per month for each completed month of continuous full-time service and employees who have completed ten (10) years of service shall accrue eleven and two-thirds (11 2/3) vacation hours per month for each completed month of continuous full-time service.

Otherwise eligible employees hired on or after May 1, 2006, shall accrue 5.834 vacation hours per month for each completed month of continuous full-time service except that employees who have completed three (3) years of service shall accrue eight and three-quarters (8 3/4) vacation hours per month for each completed month of continuous full-time service and employees who have completed ten (10) years of service shall accrue eleven and two-thirds (11 2/3) vacation hours per month for each completed month of continuous full-time service.

(b) In computing the effective date of an employee's accrual rate, all service time accepted for purposes of computing longevity payments to such employee shall apply.

(c) Vacation leave starts to accrue with the first working day of the first full calendar month after date of commencement of employment and is credited to the eligible employee on the completion of the calendar month.

(d) No leave shall accrue for any calendar month in which an employee is on leave of absence without pay for more than an aggregate of three (3) working days.

(e) Unused vacation may accumulate to a maximum of the hourly equivalent of eight hundred forty (840) hours. After an employee has attained this maximum accrual, vacation hours shall begin to reaccrue when some of the leave is taken.

(f) The impact of a change in the length of the normal thirty-five (35) hour workweek upon the rate of vacation accrual shall be negotiated after the effective date of the change upon request of either party.

### **Section 3. Taking Vacation Time.**

(a) An employee shall be allowed, subject to the approval of his/her supervisor, to choose the time of his/her vacation. In the event of conflicting schedules of leave, length of service in the Division of Criminal Justice shall prevail, provided the more senior employee has chosen the time of his/her vacation within sixty (60) days of the commencement date of his/her vacation. Seniority for purposes of this paragraph shall be defined as aggregate service as a full-time employee in the Connecticut Division of Criminal Justice,

(b) In no event shall an employee take more than the hourly equivalent of twenty five (25) working days accrued vacation time in any one calendar year without first having obtained the approval of the Office of the Chief State's Attorney.

### **Section 4. Payment for Accrued Vacation Time on Termination of Employment.**

(a) On termination of employment each eligible employee shall be granted a lump sum payment for vacation leave accrued and unused up to and including the last full calendar month of work. The amount paid shall be equal to the employee's hourly rate, which shall be based upon the employee's salary at the time of his/her termination or retirement.

(b) In the event an employee dies, a lump sum payment shall be made for all vacation leave accrued to him/her and unused at the time of his/her death. The amount paid shall be equal to the salary the deceased employee would have received had he/she remained in the service of the Division until the expiration of such vacation period. Such payment shall be made to the surviving beneficiary or beneficiaries lawfully designated

by the employee under the State Employees Retirement System or, if there is no such designated beneficiary or beneficiaries, to the estate of the deceased.

**Section 5.** The number of vacation hours accrued by a state employee who held a position in State service immediately prior to the date he/she transfers into the Division of Criminal Justice shall be accepted by the Division and credited to him/her on the Employer's personnel records.

**Section 6. Personal Leave Days.**

(a) In addition to normal vacation accrual as set forth in these regulations, there shall be granted to each full-time, permanent employee of the Division three (3) days of personal leave of absence with pay in each calendar year. Accrual and use of personal leave time shall be measured in "hours" rather than days.

(b) Personal leave of absence shall be taken for the purpose of conducting private affairs, including observance of religious holidays, and shall not be deducted from vacation or sick leave credits. Personal leave of absence may be taken only when requested in advance by the employee and approved by his/her Supervisor. Personal leave which is not taken in a calendar year shall not be accumulated but shall lapse.

(c) Full-time permanent employees may not take personal leave time until after the conclusion of six (6) months continuous service as fulltime employees of the State of Connecticut, during which period they have not been on a leave of absence without pay for more than ten (10) working days.

(d) The Division of Criminal Justice shall continue its practice of allowing Inspectors hired directly from another state agency to carry over accrued vacation, sick leave and personal leave.

**Section 7. Records.** All vacation leave and personal leave shall be recorded in the attendance records in the Office of the Chief State's Attorney. Such records shall reflect for each eligible employee the current amount of vacation leave accrued, the amount and dates when such leave was taken, the current balance of such leave available, and the number of personal leave hours taken during the calendar year. The records will be subject to review by the Chief State's Attorney and the individual record of an employee in the Division shall be available to such employees upon request.

**Section 8. Military Leave.** A full-time permanent employee of the Division who is a member of the armed forces of the State or of any component of the armed forces of the United States and who is required to undergo field training therein shall, for a period not exceeding three (3) calendar weeks of such field training each year, be entitled to a leave of absence with pay, in addition to his or her annual vacation. Such military leave shall be granted upon submission to the Chief State's Attorney of acceptable and official military orders for such military training. Further military leave of absence with pay, up to a maximum of thirty (30) calendar days, may

be granted by the Chief State's Attorney for service due to emergencies proclaimed by the Governor or the President of the United States.

**Section 9. Reopener.** In the event the length of the regular workweek is changed, either party may reopen negotiations for the purpose of negotiating the impact of such change upon the provisions of this Article.

## **ARTICLE 20 - SICK LEAVE - LEAVE WITHOUT PAY**

**Section 1. Eligibility for Sick Leave.** Each full-time, permanent employee in the bargaining unit who is included in the regular bi-weekly payroll and whose salary is allocated to a particular group and step is eligible to accrue sick leave starting with the first working day of the first full calendar month after date of commencement of employment in the Division.

### **Section 2. Sick Leave Accrual.**

(a) Sick leave accrues at a rate of eight and three quarter (8 3/4) hours per completed calendar month of continuous full-time service which includes the period of time an employee is on an authorized leave of absence with pay.

(b) Sick leave continues to accrue in the month when some of such leave is taken.

(c) No sick leave hours shall accrue for any calendar month in which an employee was on leave of absence without pay for an aggregate of more than three (3) working days.

(d) Sick leave shall accrue for the first twelve (12) months in which a Division of Criminal Justice employee eligible to receive workers' compensation benefits and sick leave benefits is actually receiving workers' compensation benefits under the provisions of the General Statutes.

### **Section 3. Granting Sick Leave.**

(a) Sick leave, to the extent accumulated by the employee and credited to his/her account in the attendance and leave records maintained by the Chief State's Attorney, shall be granted to an eligible employee upon satisfactory proof of illness or injury, other than pregnancy, incapacitating such employee from duty, in order that such employee may recuperate from such illness or injury. During such leave, the employee shall be compensated in full and retain his/her employment benefits.

(b) Sick leave to the extent accumulated by the employee and credited to the employee's account in the attendance and leave records maintained by the Chief State's Attorney, shall be granted to an employee during the period of time that she is disabled as the result of pregnancy. Disability may be presumed starting not more than four (4) weeks prior to the expected date of delivery as certified by the employee's physician, and ending not more than four (4) weeks following the actual date of birth. Disability

as the result of pregnancy during other periods of time may be established on medical proof in accordance with Section 6 of this Article.

(c) The time an employee is sick while on annual vacation leave, other than terminal vacation leave, shall be charged against accrued sick leave if the employee files an acceptable medical certificate with the Chief State's Attorney attesting to the fact that the employee was sick and would have been unable to work on the day or days claimed as sick.

(d) A holiday occurring when an employee is on sick leave will be counted as a holiday and not charged as sick leave. When special time off is granted, however, an employee on sick leave shall be charged as prescribed by the Chief State's Attorney.

(e) If an employee is receiving workers' compensation or disability compensation, the employee may elect to draw upon his sick leave to the extent authorized by the General Statutes.

(f) Consistent with existing practice, upon exhaustion of accrued sick leave, other accrued paid leaves may be used by employees who are incapacitated or disabled as provided in and subject to the conditions of paragraphs (a) and (b) above.

#### **Section 4. Special Leave of Absence with Pay Chargeable to Accrued Sick Leave.**

Any eligible employee may be granted special leave of absence with pay chargeable to accrued sick leave, for the following reasons:

- (1) for medical or dental treatment for which arrangements cannot be made outside of working hours;
- (2) when his/her presence at duty will expose others to contagious disease;
- (3) in the event of death in the immediate family when as much as three (3) working days' leave with pay may be granted. Immediate family means husband, wife, father, mother, sister, brother or child, and also any relative who is domiciled in the employee's household;
- (4) in the event of critical illness or severe injury in the immediate family creating an emergency requiring the attendance or aid of the employee, when as much as five (5) days leave with pay in a calendar year may be granted;
- (5) going to, attending, and returning from funerals of persons other than members of the immediate family, if prior permission is requested of, and granted by, the employee's supervisor; and
- (6) up to five (5) days of leave will be provided to employees in connection with

the birth, adoption or taking custody of a child.

**Section 5. Advanced Sick Leave.**

(a) No sick leave with pay in excess of the sick leave hours accumulated to an eligible employee's credit shall be granted unless authorized in advance by the Chief State's Attorney. Such authorizations shall be granted only in cases involving extended periods of illness or injury. No advance of sick leave shall be authorized unless the employee has first exhausted all accrual to his/her credit for sick leave and vacation leave, including current accruals. No advance of sick leave shall be granted until an employee has completed at least five (5) years of full-time employment in state service.

(b) The advanced sick leave which may be granted shall be on the basis of one (1) day at full pay for each completed year of full-time service. In no case shall advanced sick leave exceed thirty (30) days at full pay.

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

**Section 6. Medical Certificate.** For the following reasons an acceptable medical certificate, signed by a licensed physician or other practitioner whose method of healing is recognized by the State, may be required of an employee by the Office of the Chief State's Attorney or by an employee's Supervisor to substantiate a request for sick leave or special leave of absence with pay;

- (1) any period of absence consisting of more than five (5) consecutive working days;
- (2) to support request for sick leave during annual vacation;
- (3) when excessive absenteeism or other circumstances indicate reasonable cause for requiring such a certificate.

The Office of the Chief State's Attorney may have a physician make a further examination.

**Section 7. Exhaustion of Leave.** Any eligible employee in the Division absent from duty by reason of illness or injury who has exhausted all of his/her accrued sick leave, vacation leave including current accrual, personal leave days, advanced sick leave, when applicable, and for sick leave bank days when applicable, and who thereafter does not return to duty, will receive no further compensation.

**Section 8. Leave of Absence Without Pay.**

(a) (1) If an employee has exhausted all available vacation and personal leave, a leave

of absence without pay for the protection or improvement of an employee's health, or for any other cause considered reasonable or proper, may be granted to an employee upon approval of the appointing authority or any authorized committee thereof for a period not to exceed one (1) year. Requests for such leave must be submitted in writing to the Office of the Chief State's Attorney. Such leave may be extended beyond one (1) year by the appointing authority or any authorized committee thereof.

(2) Upon expiration of paid leave for disability resulting from pregnancy, the employee may request, and shall be granted, a medical leave of absence without pay, position held, for a period not to exceed six (6) months following the date of termination of the pregnancy. Such medical leave of absence may, at the exclusive option of the appointing authority or any authorized committee thereof, be extended beyond the six (6) month period with or without holding the position. Requests for such extensions shall be submitted to the Office of the Chief State's Attorney.

(b) A leave of absence without pay shall be granted to a full-time, permanent employee who leaves his/her employment for the purpose of entering the armed forces of the United States. Such an employee shall be reinstated in his/her former position and duties, provided the following conditions are met:

(1) within ninety (90) days after he/she has received a certificate of satisfactory service from the armed forces, he/she makes application for return to service with the Division of Criminal Justice;

(2) such person must be able and qualified to perform the work required; and

(3) work must be available. In considering the factor of availability of work, the Division of Criminal Justice shall replace any employee, junior in service, who was employed for the purpose of filling the position vacated by such returning employee.

This Section shall not apply to any employee who, because of voluntary reenlistment, has been absent from the service with the Division of Criminal Justice for a period of more than three (3) years in addition to war service or compulsory service and the ninety (90) day period hereinbefore provided for.

**Section 9. Status of Accrued Sick Leave and Paid Leave Upon Reemployment of Resigned Employee.** Any employee who resigns in good standing from the Division and who is reemployed within one (1) year from the date of his/her resignation shall be credited with the amount of sick leave accrued to his/her credit on the effective date of his/her resignation.

**Section 10. Compensation for Unused Sick Leave Accrual Upon Retirement.** Each eligible employee in the Division who retires shall be compensated, effective as of the date of his/her

retirement, at the rate of one-fourth (1/4) of his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent of four hundred twenty (420) hours' pay.

**Section 11. Records.** All leave with or without pay shall be recorded in the attendance records in the Office of the Chief State's Attorney. Such records shall reflect the current amount of sick leave accrued and, when applicable, "bank" leave days, the amount and dates when leave was taken, and the current balance available to each employee. The records will be subject to review by the Chief State's Attorney, and the individual record of an employee in the Division shall be available to such employee upon written request.

**Section 12.** Upon death of an employee who has completed ten (10) years of State service, the employer shall pay one fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to four hundred and twenty (420) hours' pay. Such payment shall be made to the surviving beneficiary or beneficiaries lawfully designated by the employee under the State Employees Retirement System or, if there is no such designated beneficiary or beneficiaries, to the estate of the deceased.

**Section 13. Emergency Sick Leave Bank.**

(a) There shall continue to be an Emergency Sick Leave Bank, composed of the contributions of bargaining unit employees under the predecessor Agreements and any additional contributions as provided pursuant to this Section. All unit employees serving an original probationary period on the effective date of this Agreement and all unit employees hired after that date shall contribute fourteen (14) hours from accrued sick leave to the sick leave bank upon obtaining permanent status. Hours contributed shall not revert to employees if not used.

(b) Hours contributed to the bank shall thereafter be allocated to nonprobationary employees with catastrophic or extended, long-term illnesses.

(c) To be eligible for allocation of sick hours from the bank, an employee must meet the following conditions:

(1) Exhaustion of all sick leave, personal and vacation leave, including advance sick leave under Section 5 of this Article.

(2) The illness or injury is not covered by workers' compensation and/or such benefit has been exhausted.

(3) An acceptable medical certificate supporting the absence is on file.

In addition, the parties shall consider as a factor the extent and circumstances of the applicant's usage of sick leave prior to the illness or injury in question.

(d) Hours shall be allocated by the parties. The parties shall have full authority to grant benefits and administer the program in accordance with guidelines outlined in this Section.

(e) Unused days shall be carried over from year to year and shall not lapse. The parties may, by agreement, provide for additional opportunities for contribution to the bank.

(f) Time off without loss of pay or benefits may be granted, as necessary, to members of the bargaining unit to attend meetings to administer this program.

(g) The actions or nonactions of the parties shall in no way be subject to collateral attack or the grievance/arbitration machinery. The parties shall not be considered a State agency, board or any other subdivision of the Employer. No requests shall be conducted as contested cases or otherwise be subject to the Administrative Procedure Act.

**Section 14. Reopener.** In the event the length of the regular work week is changed, either party may reopen negotiations for the purpose of negotiating the impact of such change upon the provisions of this Article.

**Section 15.** The parties agree to be bound by Section 5-248a of the General Statutes concerning family and medical leave, and its appurtenant regulations, and any amendments thereto.

## **ARTICLE 21 - HOLIDAYS**

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

## **ARTICLE 22 - INSURANCE**

**Section 1. Health Insurance.** The terms and conditions of the health insurance coverage for employees covered by this Agreement are the subject of a separate agreement between the parties.

**Section 2. Death and Dismemberment Insurance.** The State shall provide a Fifty Thousand Dollar (\$50,000) Death and Dismemberment Policy for each employee.

**Section 3. Automobile Insurance.** The State shall provide a One Million Dollar (\$1,000,000) Underinsured/Uninsured Motorist Automobile Policy for each employee.

**Section 4. Supplemental Group Life Insurance.** In addition to any life insurance coverage available pursuant to Section 5-257(b) of the Connecticut General Statutes, optional group life insurance coverage up to a maximum of fifty thousand dollars (\$50,000) may be purchased by an employee in the bargaining unit whose yearly gross earnings are at least forty-five thousand five

hundred dollars (\$45,500). The actual cost of such optional group life insurance shall be fully borne by the employee. The State Comptroller shall deduct the necessary amount from the employee's pay and shall pay the premiums on such policy or policies. Any dividend or other refunds or rate credits shall inure to the benefit of the State and shall be applied to the cost of such insurance. Such optional coverage shall not be included when calculating the amount of reduced life insurance coverage due retired employees pursuant to Section 5-257(d) of the Connecticut General Statutes.

### **ARTICLE 23 - EMPLOYEE RIGHTS**

Employees covered by this Agreement shall suffer no reprisals for exercising their rights under this Agreement. Employees covered under this Agreement shall have full rights to Union representation as described in Article 9 (Grievance Procedure) and Article 13 (Discipline), Section 6.

### **ARTICLE 24 - FEDERAL GRANT EMPLOYEES**

The Employer will exert its best efforts with appropriate third parties to obtain funds which are necessary to implement for federal grant employees the economic benefits of this Agreement.

### **ARTICLE 25 - TRANSFERS AND VACANCIES**

#### **Section 1. Transfer to Another Agency.**

An employee who wishes to transfer to another agency shall make application directly to that agency. Upon acceptance by that agency of the transfer request, the Chief State's Attorney shall not deny the transfer of the employee.

**Section 2. Vacancies.** Notice of vacancies to be filled in the bargaining unit shall be posted division-wide. A concurrent notice will be sent to the Union's Council President. Notice shall remain posted for ten (10) work days from the date of the initial posting. Interested employees must submit applications within ten (10) days of the initial posting. Vacancies will not be filled within this ten (10) day period. The Employer may advertise such vacancies in any other way simultaneously with this posting and may interview external applicants at any time in the process.

An employee may apply for a transfer or promotion to a vacancy by putting his/her request in writing to the Chief State's Attorney, or as otherwise designated on the posting. Provided that an employee who applies is qualified for the vacancy, the employee shall be interviewed for the vacant position. If an employee is not selected, a written explanation shall be given to the employee spelling out the reason why he/she was not selected. Denial of a request for appointment to a vacancy shall not be subject to review under Article 9 for any reason whatsoever.

### **Section 3. Temporary Transfer.**

A temporary transfer is defined as a temporary assignment away from the duty station. Ordinarily such transfers shall not exceed sixty (60) calendar days. No employee will be required to be in temporary transfer status for more than one hundred twenty (120) days in any calendar year. In making temporary transfers, the Employer shall consider the wishes of employees, seniority, and operational needs; provided, however, its determination shall not be subject to review under Article 9.

**Section 4. Permanent Involuntary Transfer.** Except as provided in Section 5 of this Article, employees may be permanently transferred. A permanent transfer is defined as a permanent, indefinite change in duty station. Permanent transfers, except when caused by the creation of a new judicial district as provided in Section 6 of this Article, shall be accomplished, subject to the following:

- (a) The Employer decides the unit or office from which and to which such transfers will be made.
- (b) Permanent transfers shall first be attempted on a voluntary basis.
- (c) Permanent transfers shall first be made in accordance with inverse seniority in the unit or office from which the permanent transfer is made.

Seniority, for the purpose of this section, shall be defined as current continuous service as a full-time permanent employee in the Division of Criminal Justice or its predecessor entity as an Inspector.

**Section 5. Transfer to Newly Created Judicial District.** In the event of the creation of a new judicial district, any employee may be permanently transferred to that new judicial district regardless of the date of hire. Such permanent transfers shall be accomplished subject to the following:

- (a) The Employer decides the unit or office from which and to which the transfers will be made, provided the location from which the transfers are made is a judicial district which formerly contained all or some of the towns which comprise the new judicial district.
- (b) Permanent transfers shall first be attempted on a voluntary basis.
- (c) Permanent transfers shall be made in accordance with inverse seniority in the office or unit from which the permanent transfer is made.

Seniority for the purpose of this Section shall be defined as current continuous service as a full-time permanent employee in the Division of Criminal Justice or its predecessor entity as an Inspector.

## **ARTICLE 26 - LEGISLATIVE ACTION**

The cost items contained in this Agreement and the provisions of this Agreement which supersedes pre-existing statutes shall not become effective unless and until legislative approval has been granted pursuant to Section 5-278(b) of the Connecticut General Statutes or as otherwise provided by said section. The Employer shall request such approval as provided in Section 5-278(b) of the Connecticut General Statutes. If the legislature rejects such requests as a whole, the parties shall return to the bargaining table.

## **ARTICLE 27 - SAVINGS CLAUSE**

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of this Agreement shall continue in force, and the parties shall immediately negotiate a substitute provision. Disputes concerning the appropriate substitute provision shall be handled as provided under Public Act 75-566 as amended.

## **ARTICLE 28 - RETIREMENT**

**Section 1.** The terms and conditions of the employee retirement plan are governed by the Pension Contract between the Union and the State of Connecticut which is incorporated herein.

### **Section 2. Hypertension or Heart Disease.**

(a) The presumption contained in C.G.S. Section 5-145c shall also apply to unit employees who successfully passed the type of physical examination mentioned in said statute on entry into prior service in any federal law enforcement agency.

(b) Employees hired on or after the date of approval of this Agreement who are not protected by C.G.S. Section 5-145c as most recently amended by P.A. 78-280 shall be required, as a condition of hire and a condition of employment, to undergo a physical examination, including but not limited to, an examination for hypertension and heart disease. If such examination fails to reveal any evidence of such condition the presumption of C.G.S. Section 5-145c shall apply. The result of the examination shall be noted in the employee's personnel record.

## **ARTICLE 29 - SUPERSEDEANCE**

**Section 1.** The inclusion of language in the Agreement concerning matters formerly governed by law, regulation, or policy directive shall not be deemed a preemption of the entire subject matter. Accordingly, statutes, rules, regulations, and administrative directives or orders shall not be construed to be superseded by any provision of the Agreement except as provided in the Supersedeance Appendix to this Agreement or where, by necessary implication, no other construction is tenable.

## **Section 2.**

(a) Except to the extent that a particular personnel or operational practice is specifically modified or restricted by an express provision of this Agreement or specifically incorporated by reference in this Agreement, the Employer reserves and retains the right to add to, alter, or eliminate such practices.

(b) In connection with the exercise of rights conferred under paragraph (a) above, which exercise impacts upon a mandatory subject of bargaining, the following procedures shall apply:

(1) The Employer shall give notice of its contemplated action.

(2) The Union may request that a meeting be convened to discuss such impact.

(3) The parties shall commence discussions in a timely fashion.

(4) (i) The fact that such discussions have not commenced or concluded shall not operate to delay the exercise of the Employer's rights under this Agreement, including but not limited to, the right to implement all or part of the contemplated action.

(ii) Prior to any such implementation, the Employer shall give notice to the Union and schedule a meeting with the Union.

(5) The fact that the Employer has exercised its rights shall not operate to terminate the obligation to continue such discussions for a reasonable period of time.

## **ARTICLE 30 - TRAINING**

### **Section 1.**

(a) The Employer and the Union, through the existing Training Sub-Committee, shall cooperate in providing information to employees concerning relevant in-service training, workshops, etc.

(b) Time off to attend training may be granted where-

(1) the employee submits a timely request;

(2) the training is deemed by the Employer to be relevant to the maintenance or improvement of necessary job skills; and

(3) operational needs permit.

Denials of requests shall not be subject to Article 9.

**Section 2.** The existing Training Sub-Committee shall determine procedures to implement the advance of reimbursable travel expenses to employees whose attendance at training has been approved.

**Section 3. Tuition Reimbursement Fund.**

(a) The Division shall allocate two thousand dollars (\$2,000) in each year of this Agreement to provide full reimbursement for tuition and fees to eligible employees. Criteria for course approval set forth in the State's existing tuition reimbursement program shall be adopted for use under this Section, with required exceptions as indicated in this Agreement. The maximum reimbursement rate shall be ninety dollars (\$90) per credit for undergraduate course and one hundred ten dollars (\$110) per credit for graduate courses.

(b) An employee may be reimbursed for a maximum of twelve (12) credits in a fiscal year.

(c) There shall be unlimited carryover of unused funds from one fiscal year to the succeeding fiscal year(s) provided, however, that the tuition reimbursement fund will expire on expiration of this Agreement. The previous sentence notwithstanding, applications for tuition reimbursement which are submitted and approved within the final six (6) months of the Agreement may be paid, within the remaining available funds, up to three (3) months following expiration of this Agreement.

**ARTICLE 31- MISCELLANEOUS**

**Section 1. Equipment.**

During the life of this Agreement the Division of Criminal Justice will not increase the cost of equipment to the employees. The Employer agrees to provide the following items of equipment: gun, holster, ammunition and handcuffs. The Employer shall determine, after consultation with the Union, the specification for such equipment, it is understood that the Employer need not provide the above items to its employees who already have them.

**Section 2. Civic Duty.**

(a) Employees absent from duty to perform jury service shall receive their regular straight time salary, exclusive of overtime or any other premium pay; acceptance of such salary shall be deemed a waiver of any statutory jury service fee.

(b) Employees called as a witness outside normal working hours in a matter arising out of the performance of customary duties of employment shall, upon request, be granted

compensatory time off in accordance with the provisions of Article 18 (Compensatory Time Off).

**Section 3. Method of Salary Payment.** Employees shall continue to be paid on a biweekly basis for the duration of this Agreement.

**Section 4. Workers' Compensation Payments.** Accrued sick leave, to the extent available, then personal leave, to the extent available, then accrued vacation leave, to the extent available, and finally, accrued compensatory time, to the extent available, may, upon election of the employee, be used to supplement workers' compensation payments up to but not beyond an employee's regular salary.

**Section 5.** The use of the term "Chief State's Attorney" in this Agreement shall be deemed to include any person(s) who may from time to time be designated by the Chief State's Attorney to perform functions set forth in the Agreement.

**Section 6. Clothing Claims.** The Employer agrees to facilitate the expeditious processing of claims for lost or damaged property to the Claims Commission.

**Section 7. Indemnification.** Indemnification shall be provided pursuant to Section 4-165 of the General Statutes.

**Section 8. Use of Assigned Vehicles While Off Duty.**

During the life of this Agreement the Employer shall continue to permit the use of assigned vehicles while off duty, subject to the rules, regulations and orders which are presently in existence.

**Section 9.** The use of the word "he" or "him" in this contract shall be construed in its generic meaning unless otherwise indicated.

**Section 10. Outside Employment.** In addition to statutory requirements concerning outside employment, the following provisions shall apply to the bargaining unit:

- (a) notification of outside employment shall be provided by the affected employee, in accordance with procedures established by the Chief State's Attorney, and
- (b) no resources or equipment of the employer shall be utilized by an employee in connection with his/her outside employment.

**Section 11. Cellular Phones.** The Division shall provide to each Inspector and Supervisory Inspector a cellular phone with two way communication and paging capacity. The Division policy concerning use of this type of equipment, including the prohibition on personal use, shall apply to the cellular telephones issued pursuant to this Agreement.

**ARTICLE 32 - DURATION**

**Section 1.** Except as otherwise provided, this Agreement shall be effective on approval by the General Assembly through June 30, 2012.

**Section 2.** Negotiations for a successor Agreement shall commence in August 2012. Initial Union proposals for changes in the Agreement shall be submitted on or before the third week of September 2011. The parties may, by mutual agreement, commence negotiations on a different date.

**IN WITNESS WHEREOF**, the parties have caused their names to be signed.

**DIVISION OF CRIMINAL  
JUSTICE**

**CONNECTICUT STATE EMPLOYEES  
ASSOCIATION, SEIU LOCAL 2001  
(POLICE INSPECTORS COUNCIL)**

By: \_\_\_\_\_  
Kevin Kane  
Chief State's Attorney

By: \_\_\_\_\_  
Robert Rinker  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A - SUPERSEDEENCE

To the extent applicable and necessary, certain provisions of the Agreement supersede preexisting statutes, as follows:

- (1) The waiver of jury service fee by acceptance of regular salary, pursuant to Article 31 (Miscellaneous), Section 2, shall supersede C.G.S. Section 51 -247, Compensation of Jurors.
- (2) The exclusive deduction of dues for members of CSEA under Article 7 (Union Security and Payroll Deductions), shall be deemed to supersede the words “any organization” in C.G.S. Section 5-260.
- (3) Article 5 (Entire Agreement), Section 2 and Article 29 (Supersedence), Section 2 shall be deemed to supersede C.G.S. Section 5-271(a) and (e) and Section 5-272 (c), except to the extent that Article 29, Section 2(a) mandates impact bargaining.
- (4) Disciplinary interviews (Article 13, Sec. 6) shall be deemed to supersede C.G.S. Section 5-27 1 (a).
- (5) Expansion of hypertension/heart disease presumption to employees previously employed n a federal law enforcement agency who, upon employment in such agency, passed a physical examination indicating no such condition, pursuant to Article 28 (Retirement), Section 2, shall supersede C.G.S. Section 5-145c.
- (6) Payment for temporary service in the supervisory inspector classification commencing with the thirty-first (31st) consecutive work day retroactive to the first (1st) day of such work pursuant to Article 16, Section 3(c) shall be deemed to supersede the sixty (60) day requirement of C.G.S. Section 5-209.
- (7) Travel reimbursement (Article 16, Section 6) shall be deemed to supersede the Standard State Travel Regulations.

## APPENDIX B - MEMORANDA OF AGREEMENT

### **RE: Firearms Instructors**

1. Inspectors who serve as firearms instructors shall accrue one hour of compensatory time off for each hour they conduct firearms training with members of the Inspectors' bargaining unit.
2. The conducting of firearms training is within the scope of an Inspector's current job description.
3. Any assignment to conduct firearms training must be approved in advance by a Chief Inspector.
4. Nothing in this agreement shall amend or modify the provisions of the collective bargaining agreement concerning compensatory time accrual and use.

### **RE: Article 13, Discipline**

Representatives of the Division and the Union shall discuss possible modifications to Article 13, Discipline. If the parties mutually agree, the revised language may be substituted for some or all of the current provisions.

## MEMORANDUM OF AGREEMENT

The Connecticut Division of Criminal Justice, hereinafter called the "Division" or the "Employer", and the Connecticut State Employees Association, SEIU Local 2001 (Police Inspectors Council), hereinafter called the "Union," agree to the following provisions for employees of the Division who are represented by the Union, to conform to the parameters of the agreement between the State of Connecticut and the State Employee Bargaining Agent Coalition (SEBAC):

### **Job Security**

From the date of ratification of this Agreement and through June 30, 2011, there shall be no loss of employment for any bargaining unit employee hired prior to July 1, 2009, including loss of employment due to programmatic changes, subject to the following conditions:

1. Protection from loss of employment is for permanent employees and does not apply to:
  - employees in the initial probationary period established under Article 10 of the collective bargaining agreement;
  - expiration of a temporary or durational appointment;

- termination of grant or other outside funding specified for a particular position.
2. This protection from loss of employment does not prevent the Division from restructuring and eliminating positions provided those affected transfer to another comparable job in accordance with the terms of the collective bargaining agreement, particularly Article 14. An employee who is laid off under the rules of the collective bargaining agreement because of the refusal of an offered position will not be considered a layoff for purposes of this Memorandum of Agreement. Prior to implementing restructuring or elimination of a position(s), the Division shall meet and confer with the Union regarding the appropriate means of complying with the Division's obligation to provide job security.
  3. The Division is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs outside the July 1, 2009 - June 30, 2011 biennium.

**Furlough Days.**

In accordance with the SEBAC agreement, all employees are to take seven unpaid furlough days during the period May 22, 2009 through June 30, 2011.

For the employees in this bargaining unit, this shall be accomplished as follows:

1. For the furlough day for FY 2008-2009, the paychecks for the pay period beginning after ratification and ending with the last pay period of this fiscal year shall be reduced by the amount necessary to accommodate the value of the furlough day (daily rate of pay).

For the remaining six furlough days, the base biweekly salaries of all employees shall be reduced by the value of six days beginning at the start of the pay period beginning July 3, 2009 and continuing for the number of biweekly pay periods in an amount needed to recoup the value of the six days prior to June 1, 2011.

2. The following dates have been identified for taking furlough days in those agencies or facilities which can be fully closed:

May 22, 2009  
 July 6, 2009  
 November 27, 2009  
 December 24, 2009  
 July 2, 2010  
 November 26, 2010  
 December 27, 2010

If the courts are closed on any of the above dates, all employees will take furlough days on such date(s). On any of the above dates when the courts are open, each Division

office will operate with a “skeleton crew” so that as many employees as possible can take the furlough day. Any employee who works on that date will take a furlough day on an alternative date to be arranged by the employee and the employee’s supervisor. Furlough days shall be selected in the same manner as vacation pursuant to Article 19 of the collective bargaining agreement.

3. Furlough days shall be treated in the same manner as voluntary schedule reductions under Conn. Gen. Stat. § 5-248c.
4. There shall be no compensation for unused furlough days under any circumstances.

**IN WITNESS WHEREOF**, the parties have caused their names to be signed.

**DIVISION OF CRIMINAL  
JUSTICE**

**CONNECTICUT STATE EMPLOYEES  
ASSOCIATION, SEIU LOCAL 2001  
(POLICE INSPECTORS COUNCIL)**

By: \_\_\_\_\_  
Kevin Kane  
Chief State's Attorney

By: \_\_\_\_\_  
Robert Rinker  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<b>DIVISION OF CRIMINAL JUSTICE INSPECTORS DI 35 HOUR PAY PLAN EFFECTIVE 6/20/2008</b>											
<b>Group</b>	<b>Period</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>27</b>	<b>Annual</b>	\$62,940.00	\$65,275.00	\$67,610.00	\$69,945.00	\$72,280.00	\$74,615.00	\$76,950.00			
	<b>Bi-Wk</b>	\$2,411.50	\$2,500.96	\$2,590.43	\$2,679.89	\$2,769.35	\$2,858.82	\$2,948.28			
	<b>Daily</b>	\$241.15	\$250.10	\$259.05	\$267.99	\$276.94	\$285.89	\$294.83			
	<b>Hourly</b>	\$34.45	\$35.73	\$37.01	\$38.29	\$39.57	\$40.85	\$42.12			
<b>29</b>	<b>Annual</b>						\$80,199.00	\$82,853.00	\$85,507.00	\$88,161.00	\$93,009.00
	<b>Bi-Wk</b>						\$3,072.76	\$3,174.45	\$3,276.14	\$3,377.82	\$3,563.57
	<b>Daily</b>						\$307.28	\$317.45	\$327.62	\$337.79	\$356.36
	<b>Hourly</b>						\$43.90	\$45.35	\$46.81	\$48.26	\$50.91
<b>31</b>	<b>Annual</b>	\$72,670.00	\$75,478.00	\$78,286.00	\$81,094.00	\$83,902.00	\$86,710.00	\$89,518.00	\$92,326.00	\$95,134.00	\$100,362.00
	<b>Bi-Wk</b>	\$2,784.30	\$2,891.88	\$2,999.47	\$3,107.05	\$3,214.64	\$3,322.23	\$3,429.81	\$3,537.40	\$3,644.99	\$3,845.29
	<b>Daily</b>	\$278.43	\$289.19	\$299.95	\$310.71	\$321.47	\$332.23	\$342.99	\$353.74	\$364.50	\$384.53
	<b>Hourly</b>	\$39.78	\$41.32	\$42.85	\$44.39	\$45.93	\$47.47	\$49.00	\$50.54	\$52.08	\$54.94

<b>DIVISION OF CRIMINAL JUSTICE INSPECTORS DI 35 HOUR PAY PLAN EFFECTIVE 6/18/2010</b>											
<b>Group</b>	<b>Period</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>27</b>	<b>Annual</b>	\$64,514.00	\$66,908.00	\$69,302.00	\$71,696.00	\$74,090.00	\$76,484.00	\$78,878.00			
	<b>Bi-Wk</b>	\$2,471.81	\$2,563.53	\$2,655.25	\$2,746.98	\$2,838.70	\$2,930.43	\$3,022.15			
	<b>Daily</b>	\$247.19	\$256.36	\$265.53	\$274.70	\$283.87	\$293.05	\$302.22			
	<b>Hourly</b>	\$35.32	\$36.63	\$37.94	\$39.25	\$40.56	\$41.87	\$43.18			
<b>29</b>	<b>Annual</b>						\$82,204.00	\$84,925.00	\$87,646.00	\$90,367.00	\$95,335.00
	<b>Bi-Wk</b>						\$3,149.58	\$3,253.84	\$3,358.09	\$3,462.34	\$3,652.69
	<b>Daily</b>						\$314.96	\$325.39	\$335.81	\$346.24	\$365.27
	<b>Hourly</b>						\$45.00	\$46.49	\$47.98	\$49.47	\$52.19
<b>31</b>	<b>Annual</b>	\$74,487.00	\$77,366.00	\$80,245.00	\$83,124.00	\$86,003.00	\$88,882.00	\$91,761.00	\$94,640.00	\$97,519.00	\$102,872.00
	<b>Bi-Wk</b>	\$2,853.91	\$2,964.22	\$3,074.53	\$3,184.83	\$3,295.14	\$3,405.45	\$3,515.75	\$3,626.06	\$3,736.37	\$3,941.46
	<b>Daily</b>	\$285.40	\$296.43	\$307.46	\$318.49	\$329.52	\$340.55	\$351.58	\$362.61	\$373.64	\$394.15
	<b>Hourly</b>	\$40.78	\$42.35	\$43.93	\$45.50	\$47.08	\$48.65	\$50.23	\$51.81	\$53.38	\$56.31

<b>DIVISION OF CRIMINAL JUSTICE INSPECTORS DI 35 HOUR PAY PLAN EFFECTIVE 7/1/2011</b>											
<b>Group</b>	<b>Period</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>27</b>	Annual	\$66,127.00	\$68,581.00	\$71,035.00	\$73,489.00	\$75,943.00	\$78,397.00	\$80,851.00			
	Bi-Wk	\$2,533.61	\$2,627.63	\$2,721.65	\$2,815.68	\$2,909.70	\$3,003.72	\$3,097.74			
	Daily	\$253.37	\$262.77	\$272.17	\$281.57	\$290.97	\$300.38	\$309.78			
	Hourly	\$36.20	\$37.54	\$38.89	\$40.23	\$41.57	\$42.92	\$44.26			
<b>29</b>	Annual						\$84,260.00	\$87,050.00	\$89,840.00	\$92,630.00	\$97,719.00
	Bi-Wk						\$3,228.36	\$3,335.25	\$3,442.15	\$3,549.05	\$3,744.03
	Daily						\$322.84	\$333.53	\$344.22	\$354.91	\$374.41
	Hourly						\$46.12	\$47.65	\$49.18	\$50.71	\$53.49
<b>31</b>	Annual	\$76,350.00	\$79,301.00	\$82,252.00	\$85,203.00	\$88,154.00	\$91,105.00	\$94,056.00	\$97,007.00	\$99,958.00	\$105,444.00
	Bi-Wk	\$2,925.29	\$3,038.36	\$3,151.42	\$3,264.49	\$3,377.55	\$3,490.62	\$3,603.68	\$3,716.75	\$3,829.81	\$4,040.00
	Daily	\$292.53	\$303.84	\$315.15	\$326.45	\$337.76	\$349.07	\$360.37	\$371.68	\$382.99	\$404.00
	Hourly	\$41.79	\$43.41	\$45.03	\$46.64	\$48.26	\$49.87	\$51.49	\$53.10	\$54.72	\$57.72

## Topical Index

Access To Information	34
Agreement To Furnish Information To	24
Collective Bargaining Agent..... 6	37
Access To Premises	40
Union Staff Representatives ..... 5	34
Accrual Of Vacation Time..... 26	39
Accrued Leave Paid Upon Retirement ..... 32	18
Affirmative Action..... 1	34
Agency Service Fee ..... 4	30
Annual Increments ..... 23	31
Arbitration..... 9	36
Automobile Insurance..... 34	3
Bulletin Board	24
For Union Material ..... 6	36
Cellular Phones ..... 40	3
Clothing Claims ..... 40	24
Compensation ..... 22	31
Compensatory Time	28
Taking And Lapse Of..... 26	26
Compensatory Time Off	26
Accrual Of..... 25	39
Compensatory Time Off..... 25	2
Contracting Out	1
Impact Of..... 19	40
Csea Convention	7
Time Off For Delegates ..... 6	40
Death And Dismemberment Insurance..... 34	26
Death Of An Employee	28
Accrued Leave Paid ..... 33	14
Disciplinary Interviews..... 18	1
Discipline ..... 15	17
Divisional Discipline ..... 16	12
Duration Of Agreement ..... 40	1
Employee Rights	24
No Reprisal For Exercising Rights Under This	25
Agreement..... 35	37
Furlough Day ..... 44	21
Grievance, Defined ..... 7	39
Grievance Procedure..... 7	22
Grievances, Steward Role In Processing ..... 5	37
Health Insurance ..... 34	13
Holidays..... 34	13
Hours Of Work ..... 24	13
Hypertension Or Heart Disease ..... 37	13
Indemnification..... 40	13
Insurance..... 34	13
Jury Duty..... 39	13
Layoff, Defined..... 18	13
Leave Of Absence With Pay Chargeable To	13
Accrued Sick Leave ..... 30	13
Leave Of Absence Without Pay..... 31	13
Legislative Action..... 36	13
Management Rights ..... 3	13
Meal Allowance..... 24	13
Medical Certificate	13
When Required ..... 31	13
Military Leave..... 28	13
Military Leave..... 26	13
Miscellaneous ..... 39	13
No Strikes - No Lockouts ..... 2	13
Non-Discrimination ..... 1	13
Off Duty Use Of Vehicles..... 40	13
Orientation And Training, For New Union	13
Members ..... 7	13
Outside Employment ..... 40	13
Personal Leave..... 26	13
Personal Leave Days..... 28	13
Personnel Files..... 14	13
Preamble ..... 1	13
Preventive Discipline..... 17	13
Probationary Period ..... 12	13
Recognition, Exclusive Representative ..... 1	13
Regular Workweek ..... 24	13
Rest Periods ..... 25	13
Retirement..... 37	13
Safety ..... 21	13
Salary Payment, Method Of..... 39	13
Salary Structure..... 22	13
Savings Clause ..... 37	13
Service Ratings ..... 13	13
Service Ratings	13
Disputes Over..... 13	13

Sick Leave		Travel Reimbursements .....	23
Advanced .....	30	Tuition Reimbursement Fund .....	39
Sick Leave Accrual .....	29	Types Of Discipline, Serious .....	15
Sick Leave Bank .....	33	Types Of Discipline, Divisional .....	15
Steward Training.....	7	Union Business Leave Bank .....	7
Supersedence.....	37, 42	Union Rights .....	5
Supplemental Group Life Insurance .....	34	Union Security, Union Dues Deduction .....	4
Time Lines For Filing Grievance.....	8	Vacancies, Notice Of .....	35
Training.....	38	Vacation .....	26
Transfer, Permanent Involuntary .....	36	Vacation Time On Termination .....	27
Transfer To Newly Created Judicial District	36	Workers' Compensation Payments.....	40
Transfers .....	35	Zipper Clause .....	2