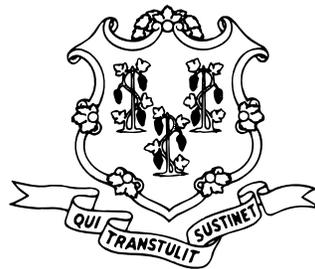


ENGINEERING, SCIENTIFIC AND
TECHNICAL (P-4) CONTRACT

and

CONNECTICUT AGRICULTURAL
EXPERIMENT STATION
ADDENDUM



State of Connecticut
and



Connecticut State Employees Association
SEIU Local 2001

Effective: July 1, 2021

Expires: June 30, 2025

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DEDICATION

The Parties dedicate their 2021-2025 collective bargaining agreement to the memory of members lost during the COVID pandemic and Undersecretary S. Fae Frown-Brewton, whose spirit of wit, wisdom, passion, and collaboration guided the negotiations, and lives on in these pages.

PREAMBLE

The STATE OF CONNECTICUT, hereinafter called "the State," acting by and through the Office of Labor Relations, and CONNECTICUT STATE EMPLOYEES ASSOCIATION, hereinafter called "the Union," agree as follows:

ARTICLE 1 - RECOGNITION

Section One. The State of Connecticut recognizes the Connecticut State Employees Association as the exclusive bargaining representative of State employees whose job titles are placed in the certification of the Engineering, Scientific and Technical Unit (P-4), subject to such exemptions, modifications or clarifications of the Unit as provided for under 5-270 C. G. S. or as agreed to by the parties.

Section Two. This Agreement shall cover only those employees whose job titles fall within the certifications above. It shall not apply to non-permanent employees who are appointed to nonpermanent temporary, emergency, or seasonal positions nor to durational positions of six (6) months or less, Employees appointed originally on a provisional basis and/or employees appointed to durational positions established for six (6) months or more shall be covered by this agreement but shall have no right to appeal from termination due to expiration of position or failure to successfully complete the required examination process.

Section Three. Provisional employees are employees who are initially appointed to permanent positions pending state examination or examination results. Provisional appointees are subject to the requirements of the merit system in all respects, including but not limited to certification from an examination list and completion of the working test period. Permanent appointment is contingent upon meeting all said requirements, and failure to do so will result in termination of employment without right of appeal except as provided by the merit system. In all other respects, provisional employees are subject to the provisions of this Agreement and can utilize all benefits as if they were initially appointed as permanent full-time employees. Seniority shall be retroactive to the date of last hire upon successful completion of the working test period.

Section Four. A temporary employee is defined as an employee who is hired to fill a temporary, durational or emergency position of six (6) months duration or the length of leave of absence of the employee replaced, whichever is longer. Due to the nature of temporary employment, temporary employees cannot be guaranteed continued employment beyond the termination date of the appointment. Termination is therefore without right of appeal. In other respects, this Agreement shall apply to a temporary employee after completion of six (6) months of continuous service. Notwithstanding the foregoing, the parties have agreed to cross-bargaining unit language regarding temporary and durational appointment, which can be found in Appendix C.

ARTICLE 2 - ENTIRE AGREEMENT

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

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

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

The provisions of this Article are subject to the Miscellaneous Leave and Benefits Article, and no such provision shall be deemed to have been vitiated by reason of this Article.

Prior to the ratification of this agreement, the parties will in good faith endeavor to provide to each other copies of MOU's or side letters that they believe continue to have operative effect. Inadvertent failure by either party to provide such a document shall not be deemed to affect its continued validity.

ARTICLE 3 - NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section One. The parties agree that neither shall discriminate against any employee, except on the basis of bona fide occupational qualifications.

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

Section Three. 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. The Affirmative Action Office (but not the grievance procedure) shall be the proper forum for problems, ripe or anticipated, which impact upon philosophy and/or directives of this section.

Section Four. The Employer will comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 2101, et seq. (ADA). Agency Labor Management Committees (not the grievance procedure) shall be the proper forum for discussion of problems or concerns identified by the Union; however, this shall not delay any actions taken to comply with the ADA.

ARTICLE 4 - NO STRIKES - NO LOCKOUTS

Section One. Neither the Union nor any employee shall engage in a strike, sympathy strike, work stoppage, or other concerted withholding of services.

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

Section Three. Management shall ensure safety for employees required to cross picket lines.

Section Four. The employer agrees that during the life of this Agreement there shall be no lockouts.

ARTICLE 5 - MANAGEMENT RIGHTS

Section One. Except as otherwise limited by an express provision of this Agreement, the State reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees, determining the mission of an agency and the methods and means necessary, to fulfill that mission, including the contracting out of or the discontinuation of services, positions, or programs in whole or in part, the determination of the content of job classification, the appointment, promotion, assignment, direction and transfer of

personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules, and the taking of all necessary actions to carry out its mission in emergencies.

Section Two. Management, in the exercising of their management rights, recognizes there is a need to reflect a proper respect for the professional role of employees in this bargaining unit.

ARTICLE 6 - UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

Section Two. The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within ten (10) business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

Section Three. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. The current membership agreement (from the Union's membership card) shall be provided to the State by the Union. Should this change, the Union shall provide the State with an updated written version of the membership agreement within ten(10) business days. Should a bargaining unit member approach the State or its agents seeking to terminate or modify their contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly to the Union. In such case, the State may notify the employee of their obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section Four.

Section Four. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. An Agency may request a dues reconciliation not more than twice per contract year.

Section Five. The amount of dues deducted under this Article together with a list of employees for whom any such deductions were made, and a list of all employees in the bargaining unit, in an editable digital format, shall be remitted to the Treasurer of the Union within a week after the payroll period in which such deduction is made. The State shall continue the practice of providing biweekly bargaining unit lists, in editable digital format, containing information connected to an individual recorded in the State's database; such information shall continue to include Employee ID, Name, Gender, Age, Department Description, Work Location, Work Location Address, Complete Home Address, Dues Paid, Job Code, Job Code Description, Salary Grade, Step Annual Rate of Pay, Original Hire Date, Job Entry Date, and all other information currently provided with such list.

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

Section Seven. Payroll deduction of Union dues shall not be made for other employee organizations not party to this Agreement.

Section Eight. The State employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues, provided any such payroll deduction has been approved by the State in advance.

Section Nine. The Union shall indemnify the State for any liability or damages incurred by the State in compliance with this Section.

Section Ten. In accordance with those procedures promulgated by the Office of the State Comptroller the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Certification of such authorization for said deduction by the employee shall be provided by the Union to the corresponding Agency payroll offices consistent with the process outlined in Section Two above.

Section Eleven. The State will provide notice to the Union, in an editable digital format, of new members of the bargaining unit, as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the Union at an address designated by the Union and shall include, at a minimum, the new bargaining unit member's name, agency, job title, department, work location, work telephone number (if available), home address, and effective date of action. Consistent with current practice, the State will provide the Union with a report of separations in the bargaining unit not less frequently than once per month. The separation report shall contain, at a minimum, the employee name, agency, job title, and effective date of the action.

ARTICLE 7 - UNION RIGHTS

Section One. During the life of this Agreement, the State recognizes its duty to bargain with the exclusive representative on mandatory subjects of negotiation consistent with other parts of this contract and applicable statutes and administrative board decisions.

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

Section Three. The Union will furnish the employer with a list of up to thirty (30) stewards designated to represent the employees covered by this Agreement, specifying the assigned service area of each steward. This report shall be provided to the State quarterly.

Section Four. Access to Premises. Union staff representatives shall be permitted to enter the facilities of an agency at any reasonable time for the purpose of discussing, processing or investigating grievances, workplace-related complaints and other workplace issues, or fulfilling the Union's role as collective bargaining agent, provided that they give advance notice to the appropriate designee and give advance notice of their presence immediately to the supervisor in charge of the unit to be visited and do not interfere with the performance of duties. Union designees shall not be permitted into secure areas, unless accompanied by a management designee, to investigate "on job" grievances, e.g. unsafe working conditions. An area will be provided for meetings between employees and Union designees. The Union and the State will cooperate in the application of this Section.

Section Five. Role of Steward in Processing Grievances. The steward will obtain permission from an appropriate agency designee when they desire to leave their work assignment to properly and expeditiously carry out their duties in connection with this Agreement. When contacting an employee, the steward will first report to and obtain permission from the employee's managerial designee and such permission will be granted unless the work situation or an emergency demands otherwise. If the managerial designee is unavailable, permission will be requested from the next higher level of management. Requests by stewards to meet with employees or by employees to meet with stewards, will state the name of the employee involved, his location, indicate the general nature of the Union business to be discussed, and approximate time that will be needed. Stewards thus engaged will report back to the managerial designee on completion of such duties and return to their job and will suffer no loss of pay or other benefits as a result thereof. The Union will cooperate in preventing abuse of this Section. The State will not inhibit time spent by stewards in processing grievances.

Section Six. Bulletin Board. The State will furnish reasonable bulletin board space in each facility where bargaining unit members are employed which the Union may use for its announcements. No abusive material shall be posted thereon. If a bulletin board cannot be furnished by the agency, space for a bulletin board will be provided.

Section Seven. The Union shall have the right to use the State's electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation and processing of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. Individual employees are permitted to use a State computer or other device to visit the Union's website, and to use a State computer or other device to interact with an authorized Union representative via email, text, or other method, in matters involving collective bargaining, the administration of collective bargaining agreements, grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.

Section Eight. Access to Information. The employer agrees to provide the Union, upon request and adequate notice, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. The Union shall reimburse the State for the expense and time spent for photocopying extensive information and otherwise as permitted under the State Freedom of Information Law.

Section Nine. Union Business Leave.

- (a) Provided two (2) weeks written request indicating the nature of the business is submitted by the Union to the Office of Labor Relations, paid leave will be granted to Union designees except in the case of emergency. A bank of three-thousand and five-hundred (3500) is established in each year of the contract for attendance at steward training, union conventions, legislative or administrative hearings or other legitimate union business, such as by-law meetings, executive sessions, etc. There will be unlimited carryover of unused bank time from one contract year to the succeeding contract year(s), but carryover past the expiration date is to be by mutual agreement. Time used for processing grievances shall not be charged to this bank of hours.
- (b) An employee elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year. An extension not to exceed one (1) additional year may be granted subject to the approval of the Undersecretary for the Office of Labor Relations. Upon return from such leave, the State employer shall offer said employee a position at least equal to the former position in pay, benefits and duties, with no loss of seniority, at the rates in force at the time of return from such leave. The employee shall be entitled to buy back retirement credits for that period of time specified above. Time utilized for this purpose shall not be charged to the bank of hours outlined in subsection (a) of this Section.

Section Ten. Orientation and Training. The State will provide at least one (1) hour for the steward and any newly hired employee to meet ("Union Orientation"); normally, this meeting will occur during the first week of work. The Union may elect to conduct the Union Orientation in a group setting. If the Union so elects, newly hired employees and the steward(s) shall be released from work for one (1) hour without loss of pay to attend the Union Orientation. The Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. Alternatively, the Union may request that Union Orientation be combined with a new hire orientation conducted by the Employer. When the Employer agrees to combine Union Orientation with its new hire orientation, the Employer will provide the Union with not less than ten (10) days' written electronic notice of the time and location of such orientation. Management shall not be present during the Union Orientation. If Union Orientation does not occur within the first week of the new employee's date of employment and does not occur in conjunction with the Employer's new hire orientation, the Union shall schedule the orientation at its discretion, but consistent with the

Employer's operational needs. The Union Orientation will include the Union providing all employees with a copy of this Agreement.

Section Eleven. Use of Telephones. The State will allow stewards to use State telephones during the normal working hours concerning Union business, provided no additional costs are incurred by the State and such use is consistent with agency operational needs.

Section Twelve. Stewardship. The stewards shall have super seniority with respect to all other unit employees in regard to the following:

- (a) Layoff - stewards shall be the last employees laidoff in their agency.
- (b) Transfers - No steward will be involuntarily transferred on an individual basis.
- (c) Work Schedules - Stewards will not have their work schedules changed without their approval unless the steward has special skills needed by the agency.

Section Thirteen Union Officers. Union Officers shall enjoy the benefits of super seniority as provided in Section Twelve, subsection (a).

ARTICLE 8 - PERSONNEL RECORDS

Section One. An employee's official personnel file or "personnel record" is defined as that which is maintained at the agency level, exclusive of any other file or record or maintained by centralized Human Resources, exclusive of any other file or record. To the extent there is an agency which does not maintain the files itself or have them maintained by centralized Human Resources, the official personnel file shall be that which is maintained at the institution level. In such cases, the employee shall be notified by letter, with copy to the Union, of the location of the official personnel file.

Section Two. An employee covered hereunder shall, within two (2) business days of his/her request, be permitted to examine and copy, at his/her expense, all materials in his/her personnel file. Material that is barred from inspection by the employee as confidential or privileged under law shall not be placed nor shall remain in the official file. Time off for file inspection shall be allowed in accordance with existing agency practice provided, however, no employee shall be allowed less than one (1) hour. An employee shall be allowed to examine and copy, at his/her expense, all materials which he/she prepared and/or signed. The State employer 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's records for which it is the statutory representative upon presentation of written authorization by the appropriate employee. The Union shall have access to any employee's records which are relevant to a pending arbitration case. The employer reserves the right to determine relevancy. Disputes concerning relevancy shall be resolved by the arbitrator.

Section Three. No derogatory material shall be placed in an employee's file unless the employee has had an opportunity to sign it and has received a concurrent copy. If the employee refuses to sign, it shall be noted and a Union delegate may sign indicating receipt prior to placement of the

derogatory material in the file. Derogatory material which is not merged in the next service rating shall be considered void after two (2) years unless voided sooner or incorporated into an official disciplinary action. For purposes of this section, "voided" means that the document shall be marked "void for employment purposes" or placed in a separate file and shall not be used for any employment related purposes under this contract.

At any time an employee may file a written rebuttal to any derogatory material in his/her personnel file which will be placed in said file. An employee may file a grievance objecting to any derogatory material placed in his/her personnel file provided, however, no such grievance shall be arbitrable unless it is alleged by the State employer as just cause for discipline.

Section Four. This Article shall not be deemed to prohibit supervisors from maintaining written notes or records of an employee's performance. An employee shall receive a copy of his/her annual service rating or other written evaluation of his/her work performance concurrently with the placement of the service rating or other evaluation in his/her personnel file.

Section Five. No material from any source other than the official personnel file referred to in Section One above shall be used as the basis for any personnel matter which reflects negatively on an employee's record. However, the employer may merge information from other sources and place it into the official personnel file under the procedures applicable in Sections Two and Three.

ARTICLE 9 - SERVICE RATINGS

(a) The annual service rating shall be completed at least three (3) months prior to the employee's annual increase date and otherwise shall comply with Regulation 5-237-1. In the event that the annual rating is untimely, it may be retained but, shall not be used to deny the employee any benefit or wage adjustment to which he/she may otherwise be entitled. A service rating will be conducted by a supervisor, designated by management, who is familiar with the employee's work. When an employee is rated "fair" or "unsatisfactory" in any category, the rating supervisor shall state reasons and, if practicable, suggestions for improvements. All service ratings with any category rated fair or 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. An overall unsatisfactory rating (one category rating of "unsatisfactory" or two category ratings of "fair") may be considered grounds for denial of an annual increase. All bargaining unit employees shall be evaluated using the standard DAS evaluation form dated September 23, 2003.

(b) Disputes of service ratings where any single category is rated "fair" are not subject to appeal under the grievance procedure. Disputes over service ratings which are unsatisfactory as defined above may be subject to grievance and arbitration commencing at Step II. In any such arbitration, the arbitrator shall not substitute his/her judgment for that of the evaluator in applying the relevant evaluation standards unless the evaluator can be shown to have acted arbitrarily and capriciously.

ARTICLE 10 - TRAINING, TUITION REIMBURSEMENT, AND PROFESSIONAL DEVELOPMENT

Section One. The employer recognizes its responsibility to provide relevant training for each employee, continue on-the-job

training, professional development and the need for its employees to keep abreast of technological advancements in the various fields related to State government.

The State will make periodic reviews of its in-service training programs in order to update current courses and/or additional programs. When acquiring new technically advanced equipment or systems, the State will have as many employees as reasonably possible trained by the vendor or State Personnel skilled in the operation or application. Employees trained in the operation of new equipment or the installation of new systems may provide training to other employees as directed by management provided the employees concerned are personally able and capable. The State recognizes that certain benefits accrue both to the State and employee through professional development opportunities including, but not limited to, the attendance at or purchasing of required materials for professional workshops, conferences, courses (including online courses) and seminars, related to attainment of certification or licensure, and membership in professional organizations.

The appointing authority or designee, working within the framework of budgetary constraints will support these activities and memberships. Management retains the right to determine training needs, programs, and procedures and to assign employees for training herein. Employees who attend may be requested to prepare reports and/or make presentation on the event and/or information acquired.

Section Two. A joint Professional Development Committee shall administer a fund for defraying expenses incurred for attendance by permanent employees at professional development activities. The Committee shall be comprised of two 2 representatives from both the State and Union. A request to use this fund for the upkeep of job related professional licensure shall be considered, however only one job related license reimbursement will be considered per employee per year. A request by the employee to use this fund for licensure which is covered by Article 40, will be addressed under Article 40. A request by the employee to use this fund for tuition reimbursement expenses as described in Section 3 of this provision shall be handled in accordance with Section 3.

Time off for attendance by members at committee meetings will be without loss of pay or benefits on the condition that such attendance will not exceed one (1) day per month of release. The committee may develop procedures as are necessary to administer the process consistent with the contract and law. The actions or non-actions of the committee are not precedent setting nor are they subject to collateral attack in any forum.

Requests for use of the fund shall, after approval by the appointing authority, be submitted to the committee for action at least three (3) weeks in advance or as soon as practicable. Approval of professional development opportunities by the appointing authority will not be unreasonably denied. Denial, when determined, shall be explained in a written memorandum. An unreasonable denial of any employee's request may be appealable to the Office of Labor Relations. The Office of Labor Relations shall respond to the appeal within five (5) working days. Upon approval by the Committee, the Agency Head shall promptly forward the request to the Comptroller. Agricultural Station employees eligible for expense reimbursement under Addendum Article 10 are not eligible to participate in this Fund-and vice-versa.

There shall be seventy thousand dollars (\$70,000) appropriated to the fund each contract year. If additional appropriations are needed in the tuition reimbursement fund, professional

development funds may be used with the agreement of both parties. There will be unlimited carryover of unused funds from one contract year to the succeeding contract year.

Each eligible employee shall be entitled to a maximum of four thousand five hundred dollars (\$4500) reimbursement per the contract duration toward the cost of fees, materials, travel, food, and/or lodging related to professional development. Reimbursement shall be consistent with standard state travel regulations. Employees who attend training herein will continue to receive regular pay and benefits.

Section Three. The State shall allocate funds for the tuition reimbursement program as follows:

- 2021-2022 contract year -- \$240,000
- 2022-2023 contract year -- \$265,000
- 2023-2024 contract year -- \$265,000
- 2024-2025 contract year -- \$265,000

Courses from accredited institutions of higher learning will be eligible for this reimbursement inclusive of long distance learning courses. There will be unlimited carryover of unused moneys in fund from one contract year to the next.

The maximum reimbursement rate shall be 75% of the per-credit rate for undergraduate and graduate courses at the University of Connecticut at Storrs inclusive of fees. No employee may be eligible for reimbursement for more than sixteen (16) credits in each year of the contract.

Upon agreement of the State and the Union, uncommitted money from the tuition reimbursement fund provided under this section may be transferred to supplement the Professional Development fund in Section Two during the term of this Agreement. The parties shall notify the Department of Administrative Services and the Office of the State Comptroller that they reached mutual agreement on the amount that shall be transferred.

ARTICLE 11 - WORKING-TEST PERIOD

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

Section Two. The Initial Working Test Period for classes covered by this Agreement shall be six (6) months in duration, except for trainee classifications for which the Working Test Period is the length of the established training period or twelve months, whichever is shorter. The Working Test Period for trainee classifications may be extended for up to six (6) months on an individual basis and in consultation with the Union. The Union shall not unreasonably deny such requests. For those classifications where the initial Working Test Period exceeds six (6) months, an Employee shall become eligible for all normal and customary benefits upon completion of six (6) months of full time service or its equivalent.

Section Three. The Working Test Period may, with the approval of the Commissioner of Administrative Services or designee, be extended on an individual basis for a definite period of time not to exceed six (6) months.

Section Four. Failure of a promotional Working Test Period shall be subject to the grievance procedure through Step III provided, however, that the burden shall be on the employee to show patent unfairness of the Working Test Period due to

evaluator bias or variance from the pertinent job specification, and further provided this provision shall be deemed subordinate to Article 15 in cases of discipline, suspension, demotion and dismissal, other than demotion under Article 11, Section Five.

Section Five. In all cases when an employee is promoted or has laterally transferred she/he shall serve a six-month working test period. If an employee fails a promotional Working Test Period within the same agency, the employee must be returned to his/her previous position without any loss of benefits or seniority. This includes employees who are promoted via automatic progression who are unable to perform satisfactorily after six (6) months at the higher level. If an employee fails a promotional Working Test Period in another agency, the employee shall be returned to the position he/she last held in the agency from which he/she was transferred without loss of benefits or seniority. If the employee fails a lateral transfer Working Test Period, he/she shall be returned to his/her previous position without any loss of benefits or seniority. Failure of the Working Test Period in this instance shall not be subject to the grievance and arbitration procedure. An employee in a promotional or lateral transfer working test period will have a discussion with his/her supervisor prior to the conclusion of the six (6) month period to gain the benefit of supervisory input as to performance in the new position, and/or to consider alternative placement. For this purpose a transfer between "parentheticals" shall be considered a lateral transfer. Bumping rights in such situations shall remain in the original position until successful completion of the working test period.

Section Six.

(a) Upon appointment from the certified list, an employee who was provisionally promoted shall have up to, but not more than, three (3) months of such service credited toward meeting the Working Test Period requirements, provided that such service has been satisfactory in the judgment of the appointing authority. The provisions of this section will be extended to an employee serving in a temporary service in a higher class status who is appointed to a position in that classification from a certified list.

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

ARTICLE 12 - SENIORITY

Section One. Seniority for all purposes within this Agreement shall be defined as total length of State service including war service.

Section Two. Seniority shall not be computed until after completion of the initial working test period. Upon successful completion of the working test period, seniority shall be retroactively applied to include such service as described in Section One.

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

ARTICLE 13 - ORDER OF LAYOFF AND REEMPLOYMENT

Section One. A layoff is defined as the involuntary, non-disciplinary separation of an employee from State service because of lack of work, economic necessity, insufficient appropriation, departmental reorganization or abolition of position.

Section Two. For purposes of layoff selection within a classification, seniority as defined in Article 12 shall prevail.

1. In agencies with multiple facilities or regions, the least senior in the facility or region, by classification, shall be selected for layoff. Under this Agreement, only the Department of Transportation and the Department of Energy and Environmental Protection shall be considered to have multiple facilities or regions. In the Department of Transportation, the regions shall be defined as the District offices, the DOT headquarters and the Rocky Hill Laboratory. In the Department of Energy and Environmental Protection, the regions shall be defined as DEEP headquarters and its satellite offices in the Hartford area, and the field.

2. In all other agencies under this Agreement, the least senior by classification shall be selected for layoff.

In the event of a layoff within a job classification, temporary employees and employees who have not completed their Initial Work Test Period shall be separated first and shall not have bumping rights.

If the seniority of two or more employees is exactly the same, priority for layoff and recall shall be determined by the lower employee number.

Section Three. When the employing agency determines a layoff is necessary, the agency will identify the specific individuals by job classification to be impacted. The incumbent(s) within these classes shall be provided written notice of layoff at least six (6) weeks prior to the layoff date. A copy of the notice will be simultaneously provided to the Union.

The agency shall arrange, in lieu of layoff, to have the employee(s) assigned to a funded, approved vacancy in the same or comparable classification within the Agency. If no such vacancy is available, the employee may exercise bumping rights to which he or she is eligible.

During the six (6) week notice period referenced above, the employer shall meet with the Union to discuss possible alternatives to the layoff(s).

Within two (2) weeks of the notice referenced above, the employee shall provide written notice whether he/she elects to exercise bumping rights or accept layoff. Such election shall be binding on the employee. Failure to make an election shall constitute a waiver of bumping rights.

Section Four. Bumping. In lieu of layoff an employee electing an option to bump shall exercise such bump as follows:

1. The employee shall bump the employee with the least seniority in the same classification [and same specific orientation (parenthetical)] within the Agency. In the event there is no less senior employee in the classification item 2 shall be followed.

2. The employee shall bump the least senior employee in the next lower class within the classification series within the Agency. The bump shall proceed through the classification series if so required.

3. The employee shall bump the least senior employee in a comparable classification or within a comparable classification series within the Agency.

4. Information Technology personnel (titles) may bump across agency lines provided no bump in number 1 or 2 was available. An Information Technology individual bumping across agency lines must be capable of working with the data system in use.

When addressing questions of positions to be considered as comparable the comparability listings promulgated by the Department of Administrative Services (DAS) dated October 1995 shall be utilized. As new classifications are established or

existing classifications are restructured DAS shall identify the proper and appropriate comparability for these new/restructured classes using the same or similar criteria utilized for the October 1995 comparability tables.

The employee who is displaced by the employee noticed for layoff shall have the same bumping rights as described above. However, such rights must be elected within two (2) workdays of notice of being bumped.

In all cases the bumper shall be paid for services in a lower class as provided for in Regulation 5-239-2(f).

Section Five. Reemployment List. The names of permanent employees who are eligible for reemployment shall be arranged on appropriate reemployment lists in order of seniority in State service, and shall remain thereon for a period of three (3) years.

Employees shall be entitled to specify for placement on the reemployment list for any or all classes in which they formerly had permanent status or which are deemed comparable. In the event that an employee is appointed to a position from a reemployment list but such position is in a lower salary group than the class or classes for which his/her name is entered upon a reemployment list, he/she shall remain eligible for certification from the latter list.

An employee appointed from a reemployment list to a position in his/her former salary group will be appointed at the same step in such group as he/she held when he/she last worked in State service. An employee so appointed to a position in a lower salary group will be appointed at the same step in the lower salary group as he/she held when he/she last worked in State service.

There shall be no appointment from outside State service until laid off employees eligible for rehire and qualified for the position involved are offered reemployment.

Section Six. Impact on Contracting Out. No full-time permanent employee will be laid off as a direct consequence of the exercise by the State employer of its right to contract out.

The State employer will be deemed in compliance with this section if:

1. the employee is offered a transfer to the same or 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.

Before any bargaining unit work is contracted out after a layoff, the Union shall be given a written notice of the work contemplated for contracting out.

Before work is contracted out after a layoff, employees shall be recalled as follows:

1. When the work contemplated for contracting out has been previously satisfactorily performed by the employee, and he/she is still capable of performing such work without additional training.

The agency shall have no obligation to continue the employment of such an individual beyond the time required in the original proposal to contract out the work so performed.

ARTICLE 14 - GRIEVANCE PROCEDURE

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

Section Two. Format. Grievances shall be filed on mutually agreed forms which specify: (a) the facts; (b) the issue; (c) the date of the violation alleged; (d) the controlling contract provision; (e) the remedy or relief sought.

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

Section Three. A Union representative, with or without the aggrieved employee, may submit a grievance, and the Union may in appropriate cases submit an "institutional" or "general" grievance on its own behalf. "Institutional" or "general" grievances which affect more than one State agency shall be filed directly to Step III within the period specified in Section Five. When an individual employee or group of employees elects to submit a grievance without Union representation, said grievance must be in compliance with Section Two above and the Union's representative or steward shall be notified of the pending grievance, shall be provided a copy thereof, and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting but shall be provided with a copy of the written response to the grievance. The steward shall be entitled to receive from the employer all documents pertinent to the disposition of the grievance and to file statements of position.

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

Section Five. A grievance shall be deemed waived unless submitted to the first step of the grievance procedure as applicable herein within thirty (30) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. In determining whether a grievance shall be deemed arbitrable when a jurisdictional issue is raised as a bar to arbitrability, the arbitrator shall apply the guidelines embodied in the "Steelworkers Trilogy."

Section Six. The Grievance Procedure.

Step I. A grievance may be submitted within the period specified in Section Five to the employee's first supervisor in the chain of command who is outside the bargaining unit. Such supervisor shall meet with the Union representative and/or the grievant and issue a written response within seven (7) days after such meeting but not later than ten (10) days after the submission of the Grievance.

Step II. Agency Head or Designee. When the answer at Step I does not resolve the grievance or when the parties agree that the issue is more properly addressed at Step II, the grievance shall be submitted by the Union representative and/or the grievant to the agency head or his/her designee within seven (7) days of the Step I response or, in the case of a grievance ripe for submission directly to Step II, within the period specified in Section Five. Within fourteen (14) days after receipt of the grievance, a meeting will be held with the employee and/or his/her representative and a written response issued within five (5) working days thereafter.

Step III. Office of Labor Relations or Designee. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary for the Office of Labor Relations to play an active role in the contract

grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the Undersecretary for the Office of Labor Relations or designee has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to said Undersecretary within seven (7) days of the date of the Step II response, or, in the case of a grievance ripe for submission directly to Step III, within the period specified in Section Five. Said Undersecretary or his/her designated representative shall hold a conference within thirty (30) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

Submission of a grievance to Step III shall be by electronic mail: OLRSubmissions@ct.gov.

Arbitration. Within ten (10) working days after the State's answer is due at Step III or if no conference is held within thirty (30) days, within seven (7) days after the expiration of the thirty (30) day period an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee(s), except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of not less than five (5) working days.

Notwithstanding the foregoing, unless the parties agree to the contrary for a particular case, the Arbitration Protocol set forth as Appendix D to the agreement will replace the third step of the grievance procedure, and the arbitration scheduling provisions of Article 14. The union may invoke arbitration following step 2.

Section Seven. For the purpose of the time limits here under, "days" shall mean calendar days unless otherwise specified. The parties by mutual agreement may extend time limits or waive any or all of the steps herein before cited.

Section Eight. In the event the State Employer fails to answer a grievance within the time specified above or extended by mutual agreement, the grievance may be processed to the next higher level and the same time limits shall apply as if the State Employer's answer had been timely filed on the last day. The grievant or the Union assents to the last attempted resolution by failing to appeal said decision in a timely manner, or by accepting said decision in writing.

Section Nine. Arbitration. Cases shall be scheduled for arbitration in accordance with the procedures of Appendix D.

(a) Effective with the Legislative approval of this Collective Bargaining Agreement the parties shall agree as to whom the arbitrators will be to serve on the P-4 panel. An Arbitrator who is new to the P-4 panel may be removed from the panel by either party any time after he/she issues his/her first, second or third award, and be replaced with another jointly agreed upon arbitrator with the same conditions. If the arbitrator is not dropped after his/her third award, he/she will serve for the term of the Agreement. Notwithstanding the above the parties may by mutual agreement remove any arbitrator from the panel during the term of this Agreement.

The panel shall be scheduled to hear arbitration cases filed for hearing on a rotating basis, by alphabetical order, unless the parties agree to the contrary in any case. The parties may, by mutual agreement, combine any number of cases as may be practicable for hearing by one arbitrator.

Submission to arbitration shall be by letter, electronic submission to a dedicated email address, to the Office of Labor Relations. Submission to the arbitrator shall be by letter, postage prepaid, addressed to the mutually accepted arbitrator or electronically submitted. The expenses for the arbitrator's services and for the hearing shall be shared equally by the State and the Union, or in dismissal, suspension, or any other cases where the Union is not a party, one-half the cost shall be borne by the party pursuing the matter to arbitration. Any expense incurred from cancellation or postponement of hearing shall be borne by the party requesting the cancellation or postponement, unless mutually agreed otherwise.

On grievances where the question of arbitrability has been raised by either party prior to the date of the actual appointment of the arbitrator, said arbitrator shall determine the issue of arbitrability prior to considering the merits of the issue. The parties may, by mutual agreement, have the issue on arbitrability heard separately with testimony on the merits conditional on the results of the arbitrability issue.

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

In cases of dismissals, demotions, or suspensions, in excess of five (5) days, either party may request a court reporter to transcribe the hearing. Costs of transcription shall be borne by the requesting party. A party requesting a court reporter shall arrange for the court reporter and pay the cost thereof.

The State will continue its practice of paid leave time for witnesses of either party.

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

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

Effective July 1, 2006, the following expedited process may be applied for dismissed employees. After the Step 3 decision, the matter may be submitted directly to a mutually agreed upon designated arbitrator, who has previously agreed to hold such hearings within thirty (30) calendar days. The arbitrator shall then hold the arbitration hearing within thirty

(30) calendar days. The parties by mutual agreement may extend the time limits described above.

Section Ten. In addition to those exempted and unless specifically stated otherwise, the following matters shall not be subject to the grievance and arbitration procedure:

- (a) dismissal of employees during the initial working test period;
- (b) dismissal of non-permanent employees;
- (c) the decision to lay off employees;
- (d) classification and pay grade for newly created jobs; however, this clause shall not diminish the Union's right to negotiate on pay grades;
- (e) those inherent management rights not restricted by a specific provision of this Agreement in any way, directly or indirectly.
- (f) Disputes over unlawful discrimination shall be grievable, but shall not be arbitrable if a complaint is or has been filed with the CHRO arising from the same common nucleus of operative facts.

Section Eleven. Any grievance which occurred before July 1, 2005 shall be grieved under the prior contract provided that the time limits specified therein are adhered to.

Section Twelve.

- (a) Safety grievances regarding physical facilities must first be processed through Connecticut OSHA. If jurisdiction over the condition is declined by Connecticut OSHA, then the issue may be processed through the grievance and arbitration procedure. Grievances relating to matters other than physical facilities may be processed directly through the grievance and arbitration procedure.
- (b) In any arbitration arising from a dispute over this Section, the arbitrator shall have the authority to direct the agency to correct the unsafe condition.

Section Thirteen. The conferences of the grievance procedure and arbitration hearings shall be closed to the public unless the parties mutually agree otherwise.

ARTICLE 15 - DISCIPLINE, SUSPENSION, DEMOTION AND DISMISSAL

Section One. No permanent employee in the classified service who has completed the working test period and no unclassified employee covered under 5-198(l) who has completed the working test period shall be demoted, suspended or dismissed, except for just cause. (The application of this Section to the employees of the Connecticut Agricultural Experiment Station is subject to the approval of the Station's Board of Control.)

Section Two. In the process of disciplining an employee, the employer representative shall meet with the Union representative and the employee to address the disciplinary situation, such meeting shall occur prior to the actual issuance of discipline. The employee retains the right to waive Union representation. Any disciplinary action must be preceded by adequate warning and opportunity for corrective action except in cases of serious misconduct. In all cases, the grievance will be submitted at Step III. By mutual agreement, a grievance under Section One may be expedited directly to arbitration.

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

for that of the employer as to the appropriateness of the discipline imposed.

Section Four. Definitions and Procedures. None of the following shall be imposed unless the corrective disciplinary step has been imposed except in cases of serious misconduct.

A. Suspension.

- (a) An appointing authority may suspend an employee for just cause which may include, but is not restricted to misconduct, insubordination or neglect of duty.
- (b) Within three (3) working days after imposing a suspension on an employee, the appointing authority shall give the employee written notice thereof which must:
 - (1) State the reason;
 - (2) State in concise language the acts or omissions upon which the suspension is based;
 - (3) Give the effective dates;
 - (4) Notify the employee that he/she may reply to the charge and notify him/her of his/her right to grieve.

(c) The appointing authority shall immediately report a suspension action to the Commissioner of Administrative Services on the prescribed form and shall attach a copy of the notice served on the employee.

(d) Suspensions may be without pay or with partial pay but may not exceed in the aggregate sixty (60) days in any one (1) calendar year.

B. Demotion.

(a) An appointing authority may demote for sufficient and just cause. A demotion for reasons of inefficiency or incompetency shall be made not earlier than three (3) months after the satisfactory completion of a working test period.

(b) Notice. An appointing authority demoting an employee for reasons of inefficiency or incompetency shall give the employee written notice which must:

- (1) Be at least two (2) weeks in advance of the effective date of the demotion, (2) State the cause and give reasons to support it, (3) Notify the employee of his/her right to grieve.

(c) Report of the demotion shall be immediately made to the Commissioner of Administrative Services on the prescribed form with a copy attached of the written notice given the employee.

(d) When demotion is an alternative to a layoff due to lack of work, lack of funds or abolition of position, or similar causes, the appointing authority shall give the employee written notice to that effect as far in advance of the effective date as is practicable, but not less than two (2) weeks. This notice shall also advise the employee of his/her right to grieve only on the grounds that the possible layoff was not in the order prescribed by this Agreement. The demotion shall be immediately reported to the Commissioner of Administrative Services with a copy of the notice to the employee attached.

(e) An appointing authority may arrange for the demotion of an employee to a lower class or grade for which he/she has the required qualifications at the request of the employee for his/her personal reasons either within the agency or by transfer to another agency. Report of such demotion shall be made to the Commissioner of Administrative Services together with a copy of the employee's written statement that the lower class or grade is acceptable to him/her.

(f) Rate of pay. Any employee demoted, except in lieu of layoff, to a lower class, grade or salary range shall be paid at that lower rate of pay which he/she would have arrived at had

he/she been serving in the lower instead of in the higher position.

(g) If the employee's grievance is upheld, he/she shall be reinstated with full pay retroactive to the date of demotion and any notation of the demotion shall be removed from the employee's personnel file.

C. Dismissal.

(a) An appointing authority may dismiss an employee with permanent status from the classified service when the good of the service will be served thereby. Just cause for considering the good of the service shall be based on, but not necessarily restricted to, incompetency, inefficiency, neglect of duty, or misconduct.

(b) The following may be considered causes for the dismissal of any employee. This listing is not to be construed as all-inclusive.

- (1) Prohibited political activity as defined in the regulation pertaining to political activity;
- (2) Disloyalty to the government of the United States or of the State of Connecticut;
- (3) Conviction of a crime;
- (4) Offensive, indecent or abusive conduct towards the public, superiors, coworkers, inmates, or patients of State institutions;
- (5) Two (2) successive unsatisfactory service ratings, if filed within two (2) years of each other;
- (6) Fraud or collusion in connection with any examination or appointment in the classified service;
- (7) Theft, willful neglect or misuse of any State fund, property, equipment, material or supplies, including State owned motor vehicles;
- (8) Deliberate violation of any law, State regulation or agency rule;
- (9) Absence without leave for five (5) or more working days or failure to return to duty within five (5) working days following authorized leave;
- (10) Intoxication while on duty;
- (11) Neglect of duty;
- (12) Insubordination, including failure to work overtime if directed to do so;
- (13) Engaging in any activity which is detrimental to the best interests of the agency or of the State.

(c) An appointing authority dismissing an employee shall give the employee written notice which shall;

- (1) State the reason for dismissal;
- (2) State in concise language the acts or omissions upon which the dismissal is based;
- (3) State the effective date of the dismissal which shall be two (2) weeks from the date of the notice. Such advance notice need not be given in cases of serious misconduct by an employee affecting the public, the welfare, health, or safety of patients, inmates or State employees or the protection of State property;
- (4) Notify the employee that he/she may reply to the dismissal, and notify him/her of his/her right to grieve.

(d) An appointing authority may, pending a determination on discipline to be imposed, place an employee on a leave of absence with pay. Such leave could continue through the pre-disciplinary and post-disciplinary procedure periods as described in Regulations 5-240-7a and 5-240-8a. The paid

leave may be continued during the notice period prior to the effective date of dismissal.

Section Five. The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and will supersede any pre-existing forums.

Section Six. Employer Conduct for Discipline. Whenever it becomes necessary to discipline an individual employee, the supervisor vested with said responsibility shall undertake said talks in a fashion calculated to apprise the employee of his/her shortcomings, while avoiding embarrassment and public display.

Section Seven. Interrogation. An employee who is being interrogated concerning an incident or action which may subject him/her to disciplinary action shall be notified of his/her right to have a Union designee upon request, provided, however, this provision shall not delay completion of the interrogation in excess of forty-eight (48) hours. This provision shall be applicable to interrogation before, during, or after the filing of a charge against an employee or notification to the employee of disciplinary action. No employee shall be subject to discipline as a result of refusal to be a witness against himself/herself at any step of the grievance procedure. The provisions of this Section shall not be interpreted to prevent a supervisor from questioning an employee at the workplace.

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

Section Nine. Reprimands. A written reprimand or a written record of an oral reprimand which is placed in an employee's official personnel file and which is not merged in the service rating next following shall be treated in accordance with the Personnel Record Article.

The parties agree that discipline should not be imposed without an investigation of the issue, notification of the charges, a description of the nature of the evidence and an opportunity for the member to respond. If the investigation results in no discipline, the employee and the Union shall be notified at the time that the decision is made by the employer.

ARTICLE 16 - HOURS OF WORK

Section One. The standard work week of all full-time employees shall be thirty-five (35) hours and five (5) days, normally Monday through Friday with regular starting and ending time between the hours of 7:00 A.M. to 5:00 P.M. for field personnel and 8:00 A.M. to 4:30 P.M. for office personnel, including a half-hour unpaid meal period. The parties may agree to other start and end times by agency or work unit.

A non-standard work week for full-time employees shall be an average of thirty-five (35) hours per week exclusive of meal-times over a specific time period.

An unscheduled work week for full-time employees shall be an average of thirty-five (35) hours per week exclusive of meal-times with the starting and ending time and the number of days determined by the requirements of the position.

Current standard schedules and schedules which vary from the standard work week shall remain in effect until varied by the appointing authority. The establishment of non-

standard or unscheduled work weeks or work schedules shall be made only to meet changing agency operational needs and only after advance approval by the Undersecretary for Labor Relations, prior consultation with the Union and not less than two (2) weeks advance notice to affected employees, except when: (a) the standard work week is being established; or (b) an emergency situation exists. For such exception, notification and/or consultation shall be made as soon as practicable. As soon as the emergency is alleviated, the employee shall revert to his/her regular schedule.

The employer has the right to establish permanent bona fide second and third shifts. In the exercise of that right, the employer shall make every effort to staff those shifts with qualified volunteers. The establishment of permanent shifts is subject to the requirements and standards of paragraph 4 regarding changing agency operational needs, advance approval by the Undersecretary for Labor Relations, prior consultation with the Union, and the requirement with respect to two (2) weeks advance notice to affected employees.

Employees who are temporarily (defined as the duration of the assignment or Project, but not more than six (6) months), assigned to work schedule different from the standard work schedule shall receive a premium of twenty percent (20%) of their straight time pay for all hours worked which are different from the standard schedule, or, shall be paid time and one-half in conformity with the requirements for overtime specified in the overtime article. The above is meant to apply to situation such as, but not limited to, Arrigoni Bridge or the Truck Weight Study but are not meant to apply to the Slattery case a non-standards or unscheduled workweek in excess of six (6) months duration or Article 17, Section Five. Employees receiving this premium shall not be eligible to receive shift differential as provided for in Section Two.

40 Hour Workweek

1. The State Employer and the Union, through negotiations, may agree in writing to establish a forty (40) hour workweek. Either party may initiate these negotiations by notice to the other party of its interest in such negotiations. Issues unresolved by negotiations shall not be subject to the grievance or statutory impasse procedure. Forty (40) hour workweeks shall not be established unilaterally. A forty (40) hour schedule shall not be established with individual employees on a voluntary or compulsory basis without the agreement of the Union, either as outlined above, or through offering to the Union the opportunity to discuss upgrading work hours as an alternative to filling a position.

Each Agency shall use its best efforts to offer the opportunity for hours upgrades to interested employees. To assist in making decisions under this section, each Agency shall maintain a volunteer list of employees seeking additional hours as part of their regular assignment. Employees may add themselves, or remove themselves, from such list semi-annually.

No grievance may be filed under this provision except by the Union.

2. The Office of Labor Relations shall be the State's representative in all such negotiations. If an agreement is reached between the parties to implement a forty (40) hour workweek, such agreement may be implemented without any additional legislative approval required. Any such agreement requires the signature of the Undersecretary for Labor Relations and the Executive Director of the Union. The parties may negotiate over any other schedule in excess of a thirty-five (35) hour workweek. Such negotiations will be governed by the procedure outlined above.
3. Effective 7/1/2022, employees who previously moved to 40-hour schedules under an agreement that precluded application for an AWS schedule as a condition of that agreement, may now request an AWS schedule consistent with the menu of AWS options offered by the employing Agency. Management reserves and retains all rights to evaluate such AWS requests consistent with current practice.

Alternative Work Schedules For Employees Within The DOT Who Elected An Increased Workweek To 40 Hours

The State and the Union agree that the DOT will review, on a case-by-case basis, four (4) day workweek requests of employees who elected an increased workweek to 40 hours. There will be no blanket denials. The DOT's decision to grant or deny such requests shall not be grievable or arbitrable. In consideration of the foregoing, the Union agrees not to file a grievance regarding this issue and the grievance already filed shall be deemed settled hereby. Employees will make a request to their manager for an alternate work schedule. Such requests shall be either granted or denied. The reason for the denial shall be provided in writing. If denied, the employee may request review by a Panel within DOT consisting of one union employee and one member of management.

Section Two. A shift differential of sixty-five cents (\$.65) per hour shall be paid to all employees whose regularly assigned shift or tour of duty begins after 2:00 p.m. or before 6:00 a.m., except that any employee whose salary is above the pay grade designated as exempt from overtime (Article 17 Section Three) shall not be eligible for such differential. Effective July 1, 2006 the shift differential shall be seventy-five cents (\$.75) per hour; effective July 1, 2007 the shift differential shall be eighty-five cents (\$.85) per hour. Notwithstanding this provision, employees in the classifications of Computer Operations Supervisor 1 and 2 shall be eligible for shift differential payment.

Section Three. Weekend Differential.

The weekend differential rate shall be forty cents (\$.40) per hour; effective July 1, 2006 the weekend differential rate shall be fifty cents (\$.50) per hour; effective July 1, 2007 the weekend differential; rate shall be sixty cents (\$.60) per hour; effective July 1, 2008 the weekend differential rate shall be seventy-five cents (\$.75) per hour.

Section Four. The parties have agreed on job-sharing guidelines.

Section Five. Employees who are required by their employer to be "on Standby" or "on Call" in order to ensure "after hours" coverage must receive written notification of this status. Pay for such status shall be according to the following:

(a) Sixteen (16) hour shift (4:30 p.m.- 8:30 a.m.) where the beginning of the shift falls on a day other than a holiday or Saturday/Sunday - \$16.00

(b) Twenty-four (24) hour shift (8:30 a.m.- 8:30 a.m.) where beginning of shift falls on weekend day - Saturday/Sunday - \$24.00

(c) Twenty-four (24) hour shift (8:30 a.m.- 8:30 a.m.) where beginning of shift falls on a State observed holiday other than those specified in (d). - \$24.00

(d) Twenty-four (24) hour shift where beginning of shift falls on New Year's Day (January 1), Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas (December 25) - \$54.00

ARTICLE 17 - OVERTIME

Section One. Overtime.

(a) The provisions of this Article shall be interpreted consistent with C.G.S. Section 5-245, except when specifically provided otherwise.

(b) The State will continue to pay overtime to eligible employees at the straight time rate for hours over 35 but under 40, and at time-and-one-half for hours worked over 40, except as provided otherwise in Section 5-245 for employees on rotating shifts and unscheduled positions and classes or herein. The payment of straight time for overtime hours worked over 35 but under 40 shall not be used as a basis for extending the regular workweek beyond 35 hours, provided, however, the State shall retain its right to require overtime under Regulation 5-245-1. Whenever possible, volunteers will be solicited before employees are assigned.

Section Two. Call Back Pay. Employees who have left work after the end of their scheduled work shifts and who are called back to work prior to the beginning of their next regularly scheduled shift shall receive a minimum of four hours of overtime. This provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift.

Section Three. Exempt Employees. During the life of this Agreement, section 5-245(b)(1) shall be deemed to exempt from overtime all employees being paid above Salary Group 24, and those classified positions which on June 30,1977 were deemed exempt position. Subject to the operating needs of the agency:

(1) Exempt employees who are required by the State to attend regular and recurrent evening meetings or otherwise to be called out regularly to perform work outside the regular scheduled workweek shall be authorized to work a flexible work schedule or to receive compensatory time off, and

(2) Exempt employees who are required by the State to perform extended service outside the normal workweek to complete a Project or for other State purpose shall be authorized to receive compensatory time off. In no event shall such time be deemed to accrue in any manner or be the basis for compensation on termination of employment. Employees who are consistently denied compensatory time off under subsection (1) or (2) may grieve to, but not beyond, the Office of Labor Relations.

(a) If the performance of extended service in (2) above is as a direct result of a declared State or national emergency, payment at straight time rather than compensatory time will be made when special funding is specifically provided for such service or, if such special funding is not provided, when approved by the Secretary of the Office of Policy and Management or designee.

(b) In situations other than declared State or national emergencies and where the granting of compensatory time off would create a hardship to an Agency, payment at straight time may be granted with approval of the Secretary of the Office of Policy and Management or designee.

(c) These provisions, in (a) and (b) above, to pay rather than provide compensatory time will not prejudice the State's position in any other instance nor give rise to appeal in any forum. Nothing herein shall diminish the basic contractual obligations and intent of Section Five of this Article.

Notwithstanding the above, Department of Transportation Construction Inspectors, when physically assigned to a construction Project site, will be eligible for payment, at the straight time rate, for up to five (5) hours weekly in lieu of compensatory time earned during the construction season (April 1 to October 1) or for the period of assignment to a field construction Project, whichever is longer. All other compensatory time earned during the construction season or as extended above normally must be taken outside of the construction season, and/or if earned outside of the construction season, taken within two (2) weeks of accrual This provision shall not preclude the granting of compensatory time off during the construction season when such arrangement can be made at the mutual convenience of the employer and employee. Any compensatory time earned during the construction season not taken within one (1) year following its accrual will automatically lapse unless the time cannot be taken off due to unforeseen emergencies beyond the control of the employee in which case, an extension will be granted. In no event shall compensatory time be deemed to accrue in any other manner or be the basis for compensation on termination of employment. No employee shall unreasonably refuse to perform work under this provision where the appointing authority determines necessary. This provision shall become effective July 6, 1984.

Section Four. Overtime pay shall not be pyramided. When practicable, overtime checks shall be paid no later than the second payroll period following the overtime worked.

Section Five. (a) When the appointing authority determines that Projects may be better accomplished by the use of existing personnel through the payment of overtime rather than through contracting out, the appointing authority, subject to approval by the Secretary of the Office of Policy and Management will authorize the lifting of the overtime cap for the duration of the Project. Factors including but not limited to time frame for completing the Projects, availability of personnel, facilities and equipment, skills and ability of existing personnel, overall efficiency of agency operations, as well as cost effectiveness, will be considered in making the decision. Consistent with the above, preference to use bargaining unit personnel in such instances will be a major consideration.

(b) No employee may unreasonably refuse to work on a Project which the appointing authority determines must be accomplished on an overtime basis under this provision.

Section Six. Those employees who have been allowed to accumulate compensatory time, as provided for in Section Three of this Article, shall be required to schedule and use such compensatory time no later than the first full six (6) month period following its accrediting. The six (6) month periods shall be July through December and January through June. If the employee fails to submit the schedule for his/her compensatory time, the Agency will schedule such time for the employee within the following six months. At the same time, the Union may on behalf of the employee request of the Office of Labor Relations an initiative to obtain permission from the Office of Policy and

Management that the employee is to be paid for such compensatory time. The employee will receive either the compensatory time off or he/she will receive payment for such time. Notwithstanding this provision those Construction Inspectors covered by the provision of Section Three of this Article 17 shall not be impacted by this Section Six provision.

Section Seven. Wildfire Suppression Crews.

1. The overtime cap shall be lifted for the total number of hours required to permit the employees involved in Wildfire Suppression when called upon to work on the out of state fire crews or on in state wild fires where such work is reimbursable under federal rules.
2. This agreement shall not negatively impact any other payments for which the employees may be eligible. Employees shall be paid in accordance with federal guidelines regardless of job classification where such guidelines govern the wild fire work in question.

ARTICLE 18 - TEMPORARY SERVICE IN A HIGHER CLASS

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

Section Two. Such assignments may be made when there is a bona fide vacancy which management has decided to fill, or when an employee is on extended absence due to illness, leave of absence, or other reasons. Extended absence is one which is expected to last more than 30 working days.

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

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

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

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

ARTICLE 19 - COMPENSATION

Section One. General Wage Increase. Effective and retroactive to July 1, 2021 and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for P-4 employees who are active employees in the bargaining unit on the date of legislative ratification, and to former P-4 employees who retired or who left in good standing with ten (10) years or more of state service between July 1, 2021 and the date of legislative ratification.

Effective with the pay period that includes July 1, 2022, the base annual salary for all P-4 employees shall be increased by two and one-half percent (2.5%). The increase shall apply to all P-4 employees who are active employees in the bargaining unit on July 1, 2022.

Effective with the pay period that includes July 1, 2023, the base annual salary for all P-4 employees shall be increased by two and one-half percent (2.5%). The increase shall apply to all P-4 employees who are active employees in the bargaining unit on July 1, 2023.

Wage reopener for 2024-2025 (for effective date July 1, 2024).

Either party, by a notice in writing no sooner than January 1, 2024, may reopen only Article 19 (Compensation), Section 1 (General Wage Increase) and Section 2(a) (Annual Increments). All other provisions of this Agreement shall remain in full force and effect and shall not be subject to the reopener.

Section Two Annual Increments and Special Lump Sums.

- (a) Retroactive to July 1, 2021 and upon legislative approval, the annual increment for the 2021-2022 contract year shall be paid for those who are an active employee in the bargaining unit on the date of legislative ratification, and to employees who left in good standing with ten (10) years or more of state service or who retired between July 1, 2021 and the date of legislative ratification.

Employees will continue to be eligible for and receive annual increments during the terms of this contract and in accordance with existing practice for contract years 2022-2023 and 2023-2024.

- (b) Effective and retroactive to July 1, 2021, and upon legislative approval, full-time employees shall receive a two thousand five hundred dollar (\$2,500) special lump sum payment. This special lump sum payment shall be pro-rated for part-time bargaining unit members. The special lump sum payment shall be paid to bargaining unit members who are an active employee on March 31, 2022, and to bargaining unit members who retired or who left in good standing with ten (10) years or more of state service between March 31, 2022 and the date of legislative ratification.

Effective July 1, 2022, full-time employees who are active and in the bargaining unit on that date shall receive a one thousand dollar (\$1,000) special lump sum payment. This special lump sum payment shall be pro-rated for part-time bargaining unit members and shall be paid in the payroll including July 1, 2022.

The Union hereby waives any statutory interest to which employees may be entitled as a result of the delayed payment of the above increases from their otherwise scheduled payment dates.

Section Three. Longevity. Consistent with the longevity schedule contained in this contract booklet, employees shall continue to be eligible for longevity payments for the life of this contract in accordance with existing practice.

- a. Employees hired prior to July 1, 2011 shall continue to be eligible for longevity payments for the life of the contract in accordance with existing practice, except the April, 2018 Longevity payment will be made in July of 2018. The longevity schedule in effect on June 30, 1984 shall remain unchanged in dollar amounts for the life of this Agreement.
- b. **Service toward longevity.** No service shall count toward longevity for the two (2) year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during that period shall be added to the service calculation for the purpose of determining eligibility and level of longevity entitlement if it would have counted when performed.
- c. **Employees hired on or after July 1, 2011.** No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.

Section Four. Maximum Step Employees. Those employees at the maximum step of the salary schedule who have received no annual increment shall receive a lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have applied. If the annual increment is delayed so too will the lump sum payment be delayed. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of this payment.

Section Five: Effective June 23, 1995 and thereafter, bargaining unit classifications, except Information Technology classifications and classifications at the Connecticut Agricultural Experiment Station which have been evaluated pursuant to the Objective Job Evaluation (OJE) process, shall be assigned to pay grades based upon the "points to pay" relationship as reflected on the following schedule:

SG	Point Range	SG	Point Range	SG	Point Range	SG	Point Range
11	-123	11a	124-131	12	132-136	12a	137-143
13	144-151	13a	152-158	14	159-164	14a	165-172
15	173-179	15a	180-187	16	188-193	16a	194-203
17	204-209	17a	210-220	18	221-225	18a	226-238
19	239-242	19a	243-257	20	258-260	20a	261-273
21	274	21a	275-289	22		22a	290-308
23		23a	309-330	24		24a	331-353
25		25a	354-376	26	377-379	26a	380-404
27	405-407	27a	408-425	28		28a	426-441
29		29a	442-463	30	464-467	30a	468-487
31	488-494	31a	495-513	32	514-522	32a	523-539
33	540-549	33a	550-567				

An employee whose classification or position is upgraded shall be placed at the step of the new salary group which is closest to, but not less than his/her current salary (upgrading by the round-up method.)

Effective June 29, 1989, an eighth step, ninth step, and tenth step will be added to the pay plan for use by all classifications except Information Technology and classifications at the Connecticut Agricultural Experiment Station.

The eighth step shall be two and one-half percent (2.5%) above the seventh step; the ninth step shall be two and one-half percent (2.5%) above the eighth step; and the tenth step shall be two and one half percent (2.5%) above the ninth step.

Notwithstanding the above, classification which are two or more salary groups above the agreed upon payline shall only be eligible

to advance to step 8 of the pay plan. A list of these classifications is found in Appendix B.

The assignment of Connecticut Agricultural Experiment Station classifications to pay grades and the pay plan for these classifications is provided for in Appendix B.

Effective July 1, 2002, an additional step will be added to all P-4 pay plans. The additional step shall be two and one-half percent (2.5%) above the preceding step. Effective July 1, 2004, an additional step will be added to all P-4 pay plans. The additional step shall be two and one-half percent (2.5%) above the preceding step.

Employees in a classification assigned to a salary group sub-category designated by the letter "a" shall proceed through that salary group and then shall proceed to the maximum salary of the next salary group.

If during the term of this Agreement the State wishes to upgrade classes of employees in the bargaining unit, the State and the Association will meet and discuss the proposed upgrading. If after thirty (30) days of negotiations no agreement has been reached, the State may unilaterally implement said upgrading.

Section Six. Individual Rates of Hire. If the State wishes to hire a new employee above Step 1, the State and the Union will meet and discuss the proposed hiring. If after five (5) days no agreement has been reached, the State may submit the issue of whether the selected employee should receive the hiring rate to arbitration. Arbitration hearings will be expedited to a mutually agreed upon arbitrator who can hear and decide the case within seven (7) days. Hearings may be consolidated if practicable, and no delays result. The arbitrator will issue a bench decision. The arbitrator's authority will be limited to:

- (1) Authorizing the hiring rate; OR
- (2) Denying the hiring rate.

If granted, the rate of hire will be effective the date of hire. The arbitrator will have the authority to mediate the dispute, if agreed upon by the parties or requested by the arbitrator.

The factors to be considered by the arbitrator in arriving at his/her decision may include, but not be limited to:

- (1) The unique qualifications of the new employee;
- (2) The new employee's rate of pay prior to State service;
- (3) The unique skills the new employee brings to the job;
- (4) The special requirements of the State in filling the position;
- (5) The minimum experience and training requirements for the job; and
- (6) Prevailing rates of pay in the labor market.

The parties recognize the need to keep confidential the fact that an individual may be leaving a former employer throughout this process.

Section Seven. Classification Rate of Hire and Recruitment and Retention Stipend. If, during the term of this Agreement, the State wishes to establish a classification rate of hire or recruitment and retention stipend, the State and the Association will meet and discuss the rate or stipend.

If, after thirty (30) days of negotiations, no agreement has been reached, the State may unilaterally implement said rate of hire or stipend.

All current employees below the rate of hire will have their salaries adjusted to the rate of hire, or shall be eligible for the stipend.

Section Eight. Classifications with Stipends

All stipends currently being paid to P-4 bargaining unit members will continue under existing conditions of agreement for the

duration of the contract or until the cessation of need as determined by the State, whichever is earlier. Classifications with stipends are as follows:

- Transportation Bridge Safety Inspector 1 Employees hired after August 1, 2017 shall not receive this stipend; Employees hired prior to August 1, 2017 shall cease receiving the stipend upon being promoted or reaching maximum step.
- Transportation Bridge Safety Inspector 2 Employees hired after August 1, 2017 shall not receive this stipend; Employees hired prior to August 1, 2017 shall cease receiving the stipend upon being promoted or reaching maximum step.
- Transportation Bridge Safety Inspector 3 Only incumbents holding this title as of August 1, 2017 will continue to receive the stipend.
- Environmental Protection Supervising Radiation Control Physicist
- Environmental Protection Radiation Control Physicist

Section Nine. Funds and other payments - All other funds (e.g., tuition reimbursement) and other wage payments e.g., shift differential, allowances, etc., shall remain in place and continue in the same amounts presently in the collective bargaining agreement, except to the extent otherwise called for in the agreements. Unexpended fund amounts shall roll over year to year, and any unexpended funds available at the end of the collective bargaining agreement shall be available for use in the next fiscal year.

ARTICLE 20 - GROUP HEALTH INSURANCE

For the duration of this Agreement, the State shall continue in force the health insurance coverage previously effective, subject to modifications under the Health Care Cost Containment Committee process, or by coalition bargaining conducted pursuant to Connecticut General Statutes Section 5-278.

ARTICLE 21 - TRAVEL

During the life of this Agreement, any employee who is required to travel on official State business shall be reimbursed for lodging, mileage and/or meals in accordance with the terms, conditions and rates outlined in State Policy, subject to such modifications and exceptions as provided herein:

Section One. Employees Assigned to Construction Projects. Construction Personnel in the Department of Transportation and the Department of Public Works who are presently assigned State vehicles shall continue to use said vehicles. Any employee who is presently assigned a State vehicle may change his/her mind and shift to the use of his/her personal vehicle, at which time he/she shall be entitled to all the benefits accruing to other employees who are using their personal vehicles.

In order to save energy, employees using a State vehicle may, at the option of the appointing authority, garage said vehicle at their home or at the nearest State facility.

Employees utilizing personally-owned vehicles on State business shall be paid \$4.50 per day vehicle use fees. Such fees shall (1) be paid for each day the inspector is required to travel to a work station from March 1 to December 1 or for the period of assignment to a field construction Project, whichever is longer, and (2) be in addition to the reimbursement for personally-owned motor vehicles as provided in Article 21, Section 4.

Each employee required by the agency head to use a personally-owned motor vehicle for official State business, shall produce an insurance policy for review by the employer showing that the vehicle to be used is insured in at least the amount required by State Policy. The employee will then be reimbursed at the established rate for each mile traveled. Mileage shall be

computed as the lesser of the following: (1) From the permanent employment station to and around his/her work area and return or (2) from home to and around his/her work area and return.

The mileage around the work area for which payment will be made will be that distance necessary for the proper performance of the work and actually traveled.

The gathering and moving of samples concrete beams and cylinders or other large or dirty items not normally moved in an automobile will whenever possible be transported by State vehicle. If an employee assigned to use his/her personal vehicle is directed to bring a State vehicle on to a work site, his/her payment for mileage to and from the work site will not be reduced.

If an employee is required to use his/her personal vehicle in areas where heavy traffic or other hazards exist, the State will furnish and attach without damage to the vehicle such lights and/or signs as are necessary.

It is understood that an employee assigned to use a personal vehicle on State work will not be assigned a State vehicle under normal circumstances. However, a State vehicle may be assigned for brief periods under unusual conditions.

When an employee is involved in an accident, damage to State property caused by the driver shall be the responsibility of the agency. The driver may only be assessed for property damage if his/her actions constitute willful or wanton misconduct.

Section Two. Other Employees. Employees other than those covered by Section One above will be provided transportation. The employer will make every effort to provide transportation. The employee will only use his/her own vehicle in extraordinary circumstances when mileage payments have been authorized in accordance with this contract and State regulations.

Section Three. When on a temporary assignment and State transportation is provided, such State transportation may be garaged at the employee's residence during the period of such assignment.

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

Breakfast	\$8.00
*Lunch	\$10.00
Dinner	\$20.00

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

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

The mileage reimbursement rate shall be the GSA rate subject to readjustment within thirty (30) days, consistent with the readjustment by the U. S. General Services Administration.

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

Notwithstanding the rates above, an employee traveling due to a project or matter which is funded by, and reimbursable in whole or substantial part, by the federal government shall be reimbursed at meal reimbursement rates set by federal law.

ARTICLE 22 - RETIREMENT

The terms and conditions of the employee retirement plan are contained in a separate agreement between the State and Union.

ARTICLE 23 - PERMANENT PART-TIME EMPLOYEES

Section One. Permanent part-time employees shall receive wages and fringe benefits on a pro rata basis as provided herein.

Section Two. Part-time employees who work five (5) days per week shall receive pro rata holidays. Part-time employees who work fewer than five (5) days per week shall receive holiday pay when the holiday falls on their regularly scheduled workday. Personal leave days shall be provided to part-time employees who work twenty (20) or more hours per week on a pro-rata basis.

Section Three. Part-time employees working less than twenty (20) hours shall in the event of layoff have seniority pro-rated and may exercise any bump only to another part-time less than twenty (20) hours position. Contractual requirements of notice in case of layoff shall be half of those requirements provided in Article 13.

Section Four. Health insurance coverage shall be available only to those permanent part-time employees who are regularly scheduled to work at least 17.5 hours per week. This provision applies to those part-time employees who on or after July 1, 1991 acquire part-time status.

Section Five. Vacation and sick leave shall accrue on a pro rata basis (hours) for permanent part-time employees.

Section Six. A permanent full-time employee may request of management that their position be adjusted to a part-time status. If granted, the reduction to part-time shall be considered a temporary arrangement.

Section Seven. Permanent part-time employees working more than 30 hours per week but less than 35 hours per week shall be provided priority consideration for vacancies within the employee's classification within the employee's employing agency.

Section Eight. Effective July 1, 1991 newly negotiated provisions for part-time employees were finalized. These negotiations provided for inclusion within the contract coverage those permanent part-time employees who work less than twenty hours per week. The provisions incorporated into Article 23 of this agreement neither enlarge nor diminish wages or fringe benefits as previously provided to permanent part-time employees working twenty hours and over per week.

ARTICLE 24 - METHOD OF SALARY PAYMENT

Section One. Workers' Compensation Coverage and Payments. Where an employee has become temporarily totally disabled as a result of illness or injury caused directly by his/her employment, said employee may, pending final determination as to the employee's eligibility to receive workers' compensation benefits, charge said period of absences to existing leave accounts. Where a determination is made supporting the employee's claim, State authorities shall take appropriate steps to rectify payroll and leave records in accordance with said determination. Upon final and nonappealable decision by appropriate State authority that an employee is entitled to receive workers' compensation benefits, said employee shall receive his/her first payment no later than four weeks following such determination. Accrued leave time may be used to supplement workers' compensation payments up to but not beyond the regular salary.

Section Two. Advanced Vacation Pay. Upon written request to the agency, no later than three weeks prior to the commencement of a scheduled vacation period an employee shall receive such

earned and accrued pay for vacation time as he/she may request, such payment to be made prior to the commencement of the employee vacation period. Such advances shall be for the period of not less than one pay week.

Section Three. In all other respects the method of salary payment on June 30, 2021 shall continue in force.

ARTICLE 25 - HOLIDAYS

Section One. For the purposes 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.

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

Section Three. Overtime Call-in on a Holiday.

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

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

Section Four. At agencies, institutions or facilities that designate a holiday as a regularly scheduled work day, employees covered hereunder may be required to work on said day, and shall receive a compensatory day off in lieu thereof. The employer may designate the compensatory day off provided that the day is common for all bargaining unit employees at an agency, institution or facility.

ARTICLE 26 - PREGNANCY, MATERNITY AND PARENTAL LEAVE

Section One. Disabilities resulting from pregnancy and maternity, defined as the hospital stay and any period of time prior to and subsequent to delivery certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job, may be charged to any accrued paid leaves. Upon expiration of paid leave, the employee may request, and shall be granted, a leave of absence without pay, position held. The total period of leave of absence without pay with position being held shall not exceed six (6) months following the date of delivery. A request to continue on a leave of absence beyond this six (6) month period must be in writing. If granted, the position may or may not be held for this extended period subject to the appointing authority's decision.

Section Two. Parental Leave. The provisions of C.G.S. Sec. 31-51kk (and amendments thereto) and the regulations appurtenant thereto, as they apply to parental leave, shall apply. An employee who is granted a statutory non-disability leave may request and shall be granted the financial benefits of accrued vacation leave, personal leave and/or compensatory time during the period of statutory leave; however, such time, if taken during the period of statutory leave, shall not be utilized to extend the same leave for a period in excess of that described in the request for such leave or the statutory maximum. Employees shall have the ability to take

unpaid maternity, paternity, or other childrearing leave for up to four months beyond the expiration of any leave otherwise due under this collective bargaining agreement or under the FMLA, and as is current practice, employees may extend personal medical leave for up to 24 weeks after all other leaves have expired and with appropriate medical certification.

A statutory parental leave need not commence immediately following the birth or adoption of a child, but must be completed within the one (1) year period following such birth or adoption.

Holidays which occur during the period covered by the parental leave provisions of C.G.S. 31-51kk shall not be compensated unless the employee is concurrently utilizing paid vacation, compensatory time or personal leave as may be permitted above and consistent with the current practice.

Up to ten (10) days of paid leave, deducted from sick leave, will be provided to an employee in connection with the birth, adoption or taking custody of a child.

ARTICLE 27 - HEALTH AND SAFETY

Section One. A Joint Union/management Safety Committee shall be established to investigate, discuss and develop corrective measures on specific safety and health matters including but not limited to: (1) working conditions relative to video display terminals, (2) medical monitoring programs for employees exposed to hazardous materials, (3) protective clothing and equipment. Committee proposals shall detail the problem, resolution, the benefit of implementation and costs.

There shall be established an annual fund of \$15,000 for committee proposed safety health programs. There will be unlimited carryover of unused funds from one contract year to the succeeding contract year(s). The fund will automatically expire upon expiration of the contract.

Representation on the committee will be equally distributed between Union and Management; each having three (3) members. Each party shall appoint its representatives for the term of the Labor Agreement. The committee shall elect its chairperson and both Union and Management will have one vote on proposals.

Committee endorsement will be sufficient cause for implementation, within available committee funds. Proposals shall be submitted to the Office of Labor Relations. Within thirty days of the submittal of the proposal, the Office of Labor Relations may reject the proposal if the program or action is not related to a legitimate safety or health problem. If the committee endorsement is rejected by the Office of Labor Relations, the matter may be submitted to arbitration. Proposals not rejected by the Office of Labor Relations shall be submitted to the Commissioner of Administrative Services to draw upon funds.

Section Two. The employer will make reasonable efforts to maintain working conditions in conformance with applicable Federal, State, and local health and safety laws and/or regulations.

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

No employee shall be required to perform work under unsafe or unhealthy conditions or drive or operate unsafe vehicles or equipment. Such conditions shall be immediately reported to the employee's supervisor for appropriate action.

ARTICLE 28 - LABOR MANAGEMENT COMMITTEE

Section One. Unit and agency Labor Management Committees shall be established by the parties. Such committees when established shall consist of not more than five (5) representatives of each party.

Section Two. Said committees shall meet as necessary and shall discuss application, clarification and aberrant manifestations of terms and conditions of this Agreement as well as improvement of the parties' relationships.

Section Three. Topics for the Labor Management Committee to consider for agenda items are improvement of the parties' relationship; and efficiency and increased productivity. The parties recognize that the introduction of flex-time may facilitate this goal. Accordingly, they agree that one of the specific subjects to be discussed is the feasibility of the development and implementation of flexible work schedules, including a four-day work week, at the agency level. Consideration for implementation will be predicated on the principle that schedules must meet the mutual needs of the agency and employees and involve no cost or expenses other than existing base wages and benefits.

The topic of career mobility shall be an appropriate topic for the labor management committee.

Section Four. The parties agree to continue using the labor management committee for establishing alternate work schedule programs including pilot programs. In the event there is not a satisfactory resolution by the labor management committee regarding alternate work schedule programs, the outstanding dispute may be submitted to arbitration pursuant to Article 14 - Grievance Procedure.

ARTICLE 29 - REST PERIODS

Employees shall have two rest periods each day, one in the mid-morning and one in the mid-afternoon. The employer may set aside specific time for rest periods. For those employees in other than day shifts, the two rest periods may be taken at approximately one-quarter and three-quarters through the shift.

Each rest period is to be a maximum of fifteen (15) minutes, measured from the time the employee leaves his/her actual work to the time he/she returns to his/her actual work. Snacks and non-alcoholic beverages may be consumed if readily available. Employees may bring their own refreshments or purchase them if available.

Notwithstanding paragraph one above, on occasions, rest periods may be delayed as required by the particular work situation at hand. Such occasions may involve emergency conditions, high priority work, work involving public service, or other work in which it would be impractical to stop and take a break. There may be no accumulation of rest periods.

Employees and management should remain conscious of being in the public eye. This means that rest periods should be as inconspicuous as possible. Rest periods should not result in a total cessation of activity at a work site; phones should be answered, etc. Units dealing directly with the public should be staffed by utilization of staggered rest periods, and office and field forces on their rest periods should be out of public view as much as possible.

ARTICLE 30 - MEAL PERIODS

Subject to the Hours of Work Article, all employees shall be granted an unpaid one-half hour lunch period during each normal work shift. Whenever possible, the lunch period shall be scheduled in the middle of such shift.

The employer shall furnish an unpaid one half hour meal period to any employee who is required to work in excess of three and one-half (3 1/2) consecutive hours overtime in any one work day, and pay for said meal in accordance with current meal rate schedules. This provision will not apply when overtime work is performed during the employee's regular work hours but on a day not normally worked.

The State and the Union agree that the below listed job classifications within the Department of Administrative Services may be assigned by the employer to a one hour lunch period:

Assistant Chief of Design & Review (Real assets)
Public Works Chief of Special Projects
Public Works Chief Building Plans Reviewer
Public Works Chief Engineer
Public Works Assistant Chief Engineer
Chief Building Project Estimator
Public Works Chief Equipment Engineer (Real Assets)

ARTICLE 31 - WORK LOCATION DEFINITION

A permanent employment station shall be defined as the office or building at which the work unit head is located.

A work station shall be defined as the headquarters, sub-office or field location where an employee may be assigned to report on a regular basis for work assignments or to perform assigned duties.

ARTICLE 32 - EMPLOYEE TRANSFERS

An employee may only be transferred by the employer under the following circumstances:

- (1) Where the approved staffing levels of his/her present unit have been reduced through reorganization action, budgetary action, or other approved governmental actions recognized by State Statutes.
- (2) Where changes in staffing assignments are required to accommodate agency operational needs.
- (3) At his/her request, providing no adverse impact to the current and future employer will result.
- (4) The employer shall distinguish between a temporary transfer and a permanent transfer.

A permanent transfer is defined to mean when it is intended that the employee will not return to his/her present permanent work employment station. All other transfers shall be considered temporary.

When a permanent or temporary transfer is to be made, the employer shall notify the employee of said transfer and the nature of the transfer at least fifteen (15) working days in advance of such transfer except in cases of emergency.

No employee shall be transferred if a junior employee in the same classification is to remain in the same work station, except in cases where an unusual skill is required or to avoid an extreme hardship.

Employees will be given a written reason for denial of a lateral transfer to a vacant position.

ARTICLE 33 - PARKING ACCOMMODATIONS

Parking at no charge will be provided to employees within the limits imposed by funding and available physical space. Responsibility for regulating and overseeing parking of private

vehicles on State property or State leased property shall remain the responsibility of the employer.

The employer will give priority consideration to the availability of adequate employee parking before entering new facilities or expanding existing facilities.

Notwithstanding the provisions of the above, the employer and the Union agree that where the absence of adequate parking accommodations occurs, this subject may be deemed an appropriate topic for joint labor-management discussions. Such discussions would normally be initiated at the agency level along individual unit or multi-unit lines. The stated purpose of these discussions will be to review, analyze and evaluate identified parking problems and to develop recommended courses of action designed to alleviate such difficulties.

ARTICLE 34 - HAZARDOUS DUTY AND/OR PHYSICAL HARDSHIP DUTY

(a) Hazardous duty is work performed which has a clear and present risk of serious illness or injury or death which risk is over and above that normally inherent in the duties of the classification of the employee(s) or the principal facility or job site where his/her duties are performed. If an employee is assigned to work at a job site or facility other than his or her principal job site or facility said employee will be paid hazardous duty pay if the risk of his or her work there is over and above that normally inherent in his duties and would normally warrant hazardous duty pay.

(b) Physical hardship duty is work which may not be hazardous but which causes extreme physical discomfort or distress not normally inherent in the duties of the classification or the principal facility or job site where his or her duties are performed, such as cramped quarters, exposure to fumes, dust or noise. If an employee is assigned to work at a job site or facility, said employee will be paid physical hardship pay if the physical discomfort or distress of his/her work there is over and above that normally inherent in his or her duties and would normally warrant physical hardship duty pay.

(c) In order for an activity to be considered hazardous or physical hardship duty, the activity must not have been performed or the condition must not have existed prior to July 1, 2001 except that authorization for hazardous or physical hardship duty pay approved in effect on that date or for claims currently pending for which prior approval has been established or for new claims currently pending will remain in effect unless superseded or properly canceled.

Recognition may also be provided for new developments and discoveries concerning materials heretofore not classified as hazardous but subsequently so classified. Hazardous duty payment may be appropriate on a prospective basis provided required protective devices or measures cannot be implemented to eliminate or sufficiently reduced exposures to acceptable levels. The committee shall take into account governmental standards.

(d) Agency heads will establish a committee and disseminate procedures for review and action on requests for hazardous or physical hardship duty pay as provided herein. Committees will be set up to include one person familiar with safety policy, one State employee selected by the Union, and on an ad hoc basis one person familiar with the job requirements under consideration. The procedure will provide that any such request must be submitted to the committee within ten (10) working days of the date of the initial performance of the duty alleging to be covered hereunder. The procedure will further provide that the committee and agency head must, within thirty (30)

days of receipt act on and submit their recommendation to the Commissioner of Administrative Services for a final and binding determination within thirty (30) days of receipt. These time frames may be extended for a reasonable time when in the judgment of the committee or the Commissioner of Administrative Services, the nature of the claim requires additional research, documentation and/or evaluation. In no case will retroactive payment accrue for any period of time prior to the date of initial performance as indicated above.

(e) The denial of a request for hazardous duty or physical hardship duty pay is subject to grievance and arbitration; grievances over said denials shall be filed at Step III.

(f) The pay differential for hazardous duty and physical hardship duty shall be twenty-five percent (25%) of the employee's normal duty rate. Employees so engaged shall receive two (2) hours minimum payment. For work in excess of two hours payment shall be for actual time worked.

ARTICLE 35 - EQUIPMENT AND CLOTHING

A seventy dollar (\$70) annual allowance will be paid to employee required by the appointing authority to wear safety shoes during the course of their employment. Such payment will be made on or about October 1 of each contract year. An otherwise eligible employee hired on or after October 1, but before April 1 of any contract year shall also receive this allowance. Such payment will be made on or about April 1. Employees hired on or after April 1 shall not be eligible for such payment for that contract year.

Effective July 1, 2006 the annual allowance for safety shoes shall be increased to eighty-five dollars (\$85). Effective July 1, 2007 it shall be increased to ninety-five dollars (\$95) and effective July 1, 2008 the safety shoe allowance shall be one hundred ten dollars (\$110).

The State will continue to furnish the employee with other equipment or clothing now being supplied as long as the need for such equipment and clothing exists.

ARTICLE 36 - SUPERVISION

The employer will advise all employees as to supervisory reporting channels and procedures for resolution of conflicting guidance.

ARTICLE 37 - CAREER COUNSELING AND MOBILITY

Section One. The employer shall be responsible for advising or counseling unit members at periodic intervals concerning organization goals and strategies, including staffing requirements, career advancement opportunities, and technological changes which impact on career advancement potential. Career counseling shall include reference to relevant opportunities for cross training, as well as recommendations for action by the employee. As a minimum, such counseling shall be afforded in conjunction with preparation of annual service ratings.

Section Two. Each agency shall maintain a list of P4 members who are interested in working in a new capacity other than their current position. The lateral transfer list shall be consulted when filling positions.

Section Three. Barriers to career mobility will be discussed in labor/management meetings.

ARTICLE 38 - EDUCATIONAL LEAVE

The employer recognizes the importance of professional career educational development and encourages the attainment of job-related degrees by qualified employees. Consistent with fiscal conditions and operational requirements, the appointing authority will grant an educational leave of absence without pay or with

full or part pay in order to enable an employee to pursue studies in pursuit of a degree. The following guidelines will apply:

- (1) Studies must be part of a bona fide degree program.
- (2) The degree program pursued must be job-related and be of expected value to the employer.
- (3) An employee will be supported in only one degree program at the same level of study.
- (4) Educational leave with pay will not exceed one school year per degree program per employee.
- (5) An employee must have completed at least two years of State service before educational leave with pay will be granted.
- (6) Employees granted an educational leave with pay will be required to agree to remain in State service following completion of such leave for a period of time equal to two years for each school year of paid educational leave, pro-rated for less than full-time leave.

ARTICLE 39 - CONFLICT OF INTEREST

Section 1-66 through Section 1-78 of the General Statutes of the State of Connecticut, in the event of alleged conflict, the employee may request an advisory opinion concerning the conflict from the joint legislative ethics committee.

ARTICLE 40 - CERTIFICATION AND LICENSING

An employee whose job specification requires a professional license or certificate as a condition of employment shall be reimbursed for the cost of same.

ARTICLE 41 - LEAVE FOR VOLUNTEER FIRE OR AMBULANCE DUTY

Section One. Section 5-249 of the General Statutes and Regulation 5-249-1 shall apply to bargaining unit employees.

Section Two. On or about December 1 of each contract year, the State shall pay a four hundred dollar (\$400) annual skill premium to each employee who is certified as an Emergency Medical Technician. Employees receiving this stipend are expected to respond to emergency calls and provide EMT services on or about State facilities in accordance with applicable laws and regulations.

Effective July 1, 2008 the EMT skill premium will be four hundred seventy-five dollars (\$475).

ARTICLE 42 - VACATIONS

Employees who were on the State payroll as of June 30, 1977 shall accrue one and one-quarter (1-1/4) vacation days per month, except that employees who have completed twenty (20) years of service shall earn paid vacation credits at the rate of one and two-thirds (1-2/3) vacation days for each completed calendar month of service. For employees hired on or after July 1, 1977, the following vacation leave shall apply:

- zero (0) to five (5) years - five-sixths (5/6) day per month;
- over five (5) and under ten (10) years - one (1) day per month;
- over ten (10) and under twenty (20) years - one and one-quarter (1-1/4) days per month;
- over twenty (20) years - one and two-thirds (1-2/3) days per month.

Vacation leave shall not accrue for any calendar month in which the employee is on leave of absence without pay an aggregate of more than five (5) working days.

Effective July 1, 1980, for employees hired on or after July 1, 1977, the following vacation leave shall apply:

- zero to five (0-5) years - one (1) day per month;
- over five (5) and under twenty (20) - one and one-quarter (1-1/4) days per month;

over twenty (20) - one and two-thirds (1-2/3) days per month. No employee will carry over more than ten (10) days of vacation leave to the next year. However agency permission may be granted to carry over more than ten (10) days. Such permission shall not be unreasonably denied.

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

ARTICLE 43 - SICK LEAVE

Section One. During the life of this Agreement, the State will continue in force its written rules and regulations with reference to sick leave except that no such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than (5) working days.

Section Two – Occasion of Sick Leave. An occasion of sick leave is defined as any one continuous period of unscheduled absence for the same reason. However, if an employee must have a series of medical or dental appointments to treat a single illness or injury, or as a follow-up to surgery, the series shall be considered as one occasion of absence provided that:

- (1) the employee provides a statement from the physician what the treatment program is required and indicating the expected number of visits,
- (2) advance notice of the appointments is given to the employee's supervisor.

An absence which is required to receive a second surgical opinion or any other prescreening program which is a part of the parties' agreement for purposes of containing health care costs shall not be considered with reference to the sick leave utilization chart.

Sick leave taken in the event of death in the immediate family shall not be considered an occasion of sick leave. For the purpose of preparing service ratings, the number of sick leave occasions and days shall not be considered in isolation; rather the entire attendance record shall be considered, including the following factors:

- (1) number of days taken and occasions
- (2) pattern of usage
- (3) the employee's past record
- (4) the reasons for sick leave use
- (5) extenuating circumstances

Section Three. Upon death an employee who has completed ten (10) years of State service, the employer shall pay to the beneficiary one-fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days pay. The provisions of this Section shall take effect July 1, 1980.

Section Four. Sick Leave Bank:

1. There shall be an Emergency Sick Leave Bank to be used by all permanent employees. The bank has been established to provide full-time and part-time (34 hour), permanent employees with partial salary benefits during periods of leave due to long-term disability and/or illness of the employee. Application for use of this bank shall be made to the designated committee (item 6, below). The application shall be provided both committee members simultaneously.
2. To be eligible to use sick leave bank benefits the employee must have:

- a. been employed by the State for eighteen (18) or more months.
 - b. have exhausted all sick leave and personal leave
 - c. have exhausted vacation leave in excess of sixty (60) days
 - d. have exhausted any other compensatory time
 - e. an injury or illness which is not covered by Worker's Compensation
 - f. received full approval, from the Human Resources authority responsible for approving leaves of absence on behalf of the member's employing Agency, for a leave of absence due to the employee's own qualifying illness or injury. In such case, the Sick Leave Bank Committee will determine if the other requirements for use of sick leave bank have been met, and render a decision as soon as practicable, but not more than 14 days from the Committee's receipt of leave approval. Employees may apply for use of the sick leave bank while their application for a leave of absence is pending, and such application will be processed and held pending approval of the leave by the HR authority responsible for such.
 - g. not been disciplined for sick leave abuse for the two (2) year period preceding application; provided, however, the committee may waive this requirement.
3. The benefit amount shall be paid at a rate of one-half (1/2) day for each day of illness or injury. Payments shall begin on the sixth (6th) day after exhaustion of leave and/or Worker's Compensation as referenced in item 2 above. However, during this six day period the employee may, if so requested by the employee, receive vacation leave payment from his/her sixty (60) day or less balance. An employee may draw from the bank a maximum of 200 one-half (1/2) days or up to 100 three-quarters (3/4) days per contract year. No accruals for vacation or sick leave will be provided to employees receiving this benefit. No eligibility will occur for holidays or other paid leave benefits while receiving this benefit. An individual is eligible to apply for and receive Sick Leave Bank benefits only while said individual is, and remains, employed by the State. The committee will not approve any sick leave bank benefit beyond the authorized leave end date; if the employee receives an approved extension of leave, the employee may apply for an extension of Sick Leave Bank benefits, subject to the maximums specified herein. Likewise, if an eligible employee has a subsequent qualifying condition and applies for Sick Leave Bank benefits, the subsequent application will be considered on its own merits, and in the context of the maximums under this Section. If the approved leave crosses over from one contract year into the next, the committee will approve an allotment of sick leave bank benefits that covers that period, without requiring the employee to submit a new application for the new contract year, provided that the other requirements for sick bank usage continue to be met; the maximum

benefit per contract year remains applicable in these circumstances.

4. The employing agency will hold the employee's position for a period of not less than forty (40) calendar days when the employee is placed on sick leave bank. If the employee remains on sick leave bank following the fortieth (40th) day he/she will be entitled to an equivalent position pursuant to the provisions of CGS 5-248a provided he/she return to work within twenty-four (24) weeks of initial placement on the sick leave bank. Benefits under the sick leave bank shall be considered to run concurrently with both or either State or Federal Family Leave Acts.
5. The fund shall be established by donations from each P-4 member employee, who is eligible to utilize the bank, of one day of sick leave from the employee's individual sick leave balance. The fund shall be maintained by a contribution from each employee (P-4 member) following his/her having obtained 18 months of State Service. If the bank should fall below 10,000 hours the committee will recommend whether additional contributions should be made.
6. The fund shall be administered by a two-person committee. The two persons shall be appointed for the term of the contract; one appointed by the Union and one appointed by the State. If there comes a time when there is a vacancy on the committee the respective unit (Union or State) shall make a replacement appointment. The committee will be authorized to develop guidelines for use in sick leave bank administration. Proposed guidelines shall be subject to the approval of the Union and of the State. The actions or non-action of the committee shall in no way be subject to collateral attack or subject to the grievance/arbitration process.
7. This Article supersedes Regulations 5-247-5 and 5-247-6.

Section Five. In the event of illness or injury to a member of the immediate family as defined in Section 6 or spouse's immediate family, an eligible employee shall be granted sick leave; provided that not more than ten (10) days of sick leave per calendar year shall be granted therefore.

Section Six. In the event of death in the immediate family, an eligible employee shall be granted up to five (5) working days, chargeable to sick leave. Immediate family means spouse, parent, siblings, children and also any relative who is domiciled in the employee's household.

Section Seven. Bargaining unit employees may use their sick leave to care for an immediate family member in circumstances which would meet the requirement for qualified family care under the Family and Medical Leave Act or other state or federal family medical leave provisions. Use of sick leave to which an employee is entitled under this paragraph shall not be deemed an incident or occurrence under an absence control policy. Family and Medical Leave for such employees shall be governed by federal law and by C.G.S. §31-51kk.

ARTICLE 44 - TEMPERATURE VARIATION

Section One. The employer will make every attempt to maintain facility temperatures as mandated by statute.

Section Two. In the event that temperatures within a building are outside the prescribed guidelines, notification will be made to an agency designee.

Section Three. Contingent upon the employer's ability to restore the temperature to the prescribed guidelines, the agency may dismiss or transfer affected employees. If dismissed, it shall be without loss of pay or benefits. This Article is not subject to the arbitration or grievance procedure.

ARTICLE 45 - MISCELLANEOUS LEAVES AND BENEFITS

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

- (a) eligibility for meals and/or reimbursement thereof;
- (b) personal leave;
- (c) other paid or unpaid leave of absence;
- (d) insurance coverage;
- (e) jury duty;
- (f) workers' compensation;
- (g) death benefits;
- (h) retirement, including disability retirement.

Section Two. Civil Leave (court time). Civil leave (not jury duty) within the normal work day shall be treated as time worked when the employee is subpoenaed, and is neither a plaintiff nor defendant, and does not have a particular, direct, and material financial interest that would be reflected in the judgment of the matter.

Section Three. Military Leave. A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for active duty for required field training, provided such leave does not exceed three (3) calendar weeks in a Military Training Year (October 1 to September 30). Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. During such leave, the employee's position shall be held, and the employee shall be credited with such time for seniority purposes. Other requests for military leave may be approved without pay. Nothing in this Section shall be construed to prevent an employee from attending ordered military training while on regularly scheduled vacation.

The provisions of this Section shall supersede Sections 5-248(c) and 27-33 of the General Statutes and the appurtenant regulations thereof.

Section Four. The provisions of CGS Sec. 5-248a (and amendments thereto) and the regulations appurtenant thereto shall apply. An employee who is granted a statutory non-disability leave may request and shall be granted the financial benefits of accrued vacation leave, personal leave and/or compensatory time during the period of statutory leave; however, such time, if taken during the period of statutory leave, shall not be utilized to extend the same leave for a period in excess of that described in the request for such leave or the statutory maximum.

ARTICLE 46 - LEAVE TIME ACCRUAL

All leave accrual will continue at the same rate, in days per month, as provided elsewhere in this Agreement.

In the event that the State should change the unit of leave posting, the true value of accrued leave shall not be diminished in any way.

In cases of dispute, the principle that there is to be no loss to the employee will govern the decision.

ARTICLE 47 - PRINTING AND DISTRIBUTION OF AGREEMENT

Section One. Electronic copies of this agreement shall be made available to employees and management personnel. To the extent necessary, the parties will share the cost of printing the Agreement in booklet form.

ARTICLE 48 - BLUE BOOK

References in this Agreement to "rules and regulations" refer to the "Blue Book" Regulations of the Personnel Policy Board effective July 1, 1975. Such references include also all applicable General Letters and Q-Items. The State shall furnish to the Union two (2) complete sets of all the applicable General Letters and Q-Items within thirty (30) days of ratification of this Agreement by the General Assembly.

ARTICLE 49 - LEGISLATIVE ACTION

The cost of items contained in this Agreement and the provisions of this Agreement which supersede pre-existing statutes shall not become effective unless or until legislative approval has been granted pursuant to Section 5-278(b) of the Connecticut General Statutes or as otherwise provided by said section. If the legislature rejects this Agreement, the parties shall follow the statutory impasse procedures.

ARTICLE 50 - SAVINGS CLAUSE

Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force. The State and the Union will commence renegotiations within fifteen (15) days to address the provision found to be unlawful.

ARTICLE 51 - INDEMNIFICATION

During the term of this Agreement, the State employer will continue to indemnify persons covered by this Agreement to the extent provided by Sections 4-165, 10-235, and 19-5a of the Connecticut General Statutes. In deciding whether to provide counsel to an employee, the question of whether such employee was acting within the scope of his/her employment shall be broadly interpreted and sympathetically considered consistent with the purpose of the indemnification statutes.

ARTICLE 52 - SUPERSEDEANCE

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

ARTICLE 53 - OVERPAYMENTS

Section One. When the Employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons therefor. The Employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid unless the Employer and employee agree to some other arrangement. (For example, an employee who has been overpaid by \$5.00 per pay period for six

months shall refund the Employer at the rate of \$5.00 per pay period over six months.) The employer will give due consideration to claims of hardship.

Section Two. In the event the employee contests whether he/she was actually overpaid, the Employer shall not institute the above refund procedures until the appeal is finally resolved through the grievance procedure. This section shall not apply in instances where the appeal process cannot be completed prior to the employee's termination from State service. In such event, the employer may withhold from any payment due sufficient funds to cover the alleged outstanding liability, pending final resolution of appeal.

Section Three. Audits of Accruals or Recovery of Overpayments.

(a) Audits of accruals and/or recovery of overpayments shall be limited to five (5) calendar years prior to the time of the State's determination of excess accrual or overpayment.

ARTICLE 54 - CLASS REEVALUATIONS

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

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

Section Three. The Commissioner shall answer the appeal only with respect to the following criteria:

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

(b) Having found a substantial change in job duties, then internal consistency among classes covered by this agreement shall be considered based upon benchmark classes determined by the Commissioner.

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

ARTICLE 55 - EMPLOYEE MEAL CHARGES

Rates charged to employees for meals at State Agencies with employee dining facilities shall be as follows:

Breakfast	\$3.00
Lunch	\$5.00
Dinner	\$5.00

ARTICLE 56 - JOB SPECIFICATIONS

Section One. Each employee shall be provided with a copy of his/her current job specification upon reasonable request. Work assignments shall be made in accordance with that job specification.

Section Two. Whenever the phrase "...performs related duties as required" appears on job specifications for job classifications, within the bargaining unit, the term "related duties" shall be

interpreted to mean duties and responsibilities which could normally or reasonably be expected to be required in accordance with the overall job specifications.

Section Three. Disputes over an employee's job classification shall be subject to the classification appeal procedure outlined in Appendix A.

ARTICLE 57 - DURATION OF AGREEMENT

This agreement shall be effective July 1, 2021 and shall expire on June 30, 2025. Unless otherwise stated to the contrary, language provisions shall take effect upon legislative approval. In accordance with Connecticut General Statutes, either party may request the other to negotiate a successor agreement by mailing such request to the other party, where upon negotiations shall commence as soon as practicable. By mutual agreement, the parties may begin negotiations on a date different than provided for in Connecticut General Statutes.

ARTICLE 58 - CARRYOVER OF FUNDS

Notwithstanding any provision of this agreement, there shall be unlimited carryover of any unexpended contract funds from one contract year to the next. Any remaining funds at the end of the contract term shall carry over into the successor agreement. This provision shall apply to all contractual funds including but not limited to the Professional Development, the Tuition Reimbursement fund, the Health and Safety fund.

ARTICLE 59 - CONTRACTING OUT

Section One. Committee On Contracting out. Committee Structure: The Union will choose its participants. The Committee shall report quarterly on:

- a. Functions which have been or are planned to be contracted out that could be done more efficiently in house if internal capacity exists.
- b. Methods that may be used to increase such internal capacity in the short and long term.
- c. Methods to ensure knowledge transfer when contracting out does occur.
- d. Methods to ensure that staff attrition does not reduce the overall internal capacity to perform bargaining unit work.

The Committee shall be provided with copies of all statutorily required documents in connection with contracting out. Agencies shall ensure that appropriate personnel cooperate with the committee to accomplish its task, and shall provide the Committee with access to documents indicating plans for future work and staffing needs subject to legal confidentiality protections.

Section Two. Report Out and Facilitation. The Committee shall present its report to Agency heads to be discussed in the Labor Management committee. The Union may request facilitation in the event problems or suggestions made in the report are not satisfactorily resolved in the Labor Management Committee. The Facilitator shall be jointly selected by the parties.

Section Three. Knowledge Transfer. In order to limit long-term reliance on consultants that are hired due to a lack of in-house knowledge or skill, any such consultant contract shall contain a provision that provides for training the agency employees. This shall not apply to contracts for services that are not, and cannot reasonably be anticipated to be, performed by bargaining unit employees, such as submarine inspections, nor shall require a knowledge transfer provision that is unreasonably cost prohibitive.

ARTICLE 60 - SNOW DAYS AND INCLEMENT WEATHER

Section One. Level One and Level Two Employees.

For the purpose of Snow Day and Inclement Weather declarations, the State uses the nomenclature "Level One" (formerly "Essential") and "Level Two" (formerly "Non-Essential") to differentiate between those employees who are required to report to the official duty station, and those who are not. Employing Agencies are responsible for assigning these designations, and timely informing employees.

Where a primarily non-hazardous duty bargaining unit includes both essential and non-essential employees, and the former receive only normal pay for working during his/her normal hours during a situation where the governor orders a closing of some or all of that employee's normal shift, the following shall apply: Notwithstanding any provision providing overtime for working outside normal shift hours, such person shall receive straight time comp time for the hours worked during the employee's normal shift where the state has been ordered closed or the Governor has directed Level Two state employees not to report to work.

Section Two. Vacation, PL and Sick Time Impact for Level Two Employees.

Employees out sick shall not be charged a sick day or personal day if the state is closed or the Governor has ordered nonessential state employees not to report to work during that employee's normal work shift

Employees on vacations for less than a week shall not be charged a vacation day if the state is closed during that employee's normal work shift.

Employees scheduled out of the office on leave for a week shall be charged for such leave if the state is closed during such time.

Section Three. 10 month Employees Choosing a 12 month Pay Plan.

Said employees shall be treated like any other 12 month employee for purposes of inclement weather closings.

ARTICLE 61 - ALTERNATIVE WORK SCHEDULES, COMPRESSED WORK SCHEDULES, AND TELECOMMUTING

Section One. Concept. Each agency will form a committee (like labor management) with each of its unions to discuss these issues. With the agreement of Union representatives, committees may operate cross bargaining units.

Section Two. Statewide Telework Committee. There shall also be a Statewide Telework Committee. The purpose of the Committee is to create policy and policy guidance to agencies regarding telework policies and implementation thereof. Areas of guidance include ensuring consistent standards, disability accommodations, performance measurements, agency closures, and management training. The Committee shall be comprised of an equal and mutually agreed upon number of members appointed by the SEBAC Leadership, and representatives of management, which shall include the Director of Statewide Human Resources and other such designee of the Commissioner of DAS, and members of OLR. The Committee shall be

co-chaired by the Undersecretary of OLR or his/her designee and a representative of SEBAC. The Committee shall commence with meetings no later than 60 days following ratification of the Agreements.

Current practice will remain at each agency until parties meet and agree otherwise or changes occur through facilitation and/or arbitration. Each committee shall begin its work no later than 30 days following the ratification of this agreement, and shall provide an initial report to the Statewide Committee regarding the meetings held and information relevant to the issue of telework, as defined and requested by the Statewide Committee.

Up to six members (equal on each side) on the committee. Union staff, and the Office of Labor Relations, shall serve as ex officio participants on the committee until a policy acceptable to both parties has been created.

Section Three. Flexible Scheduling Facilitator. There shall be a Flexible Scheduling Facilitator, who shall be knowledgeable in flexible schedule issues. The Facilitator shall be available to resolve such matters as submitted by the parties. The Facilitator shall work with the committees to establish AWS, Compressed Scheduling, and Telecommuting Policies acceptable to both parties. If the parties are unable to agree to such policies within

90 days of the commencement of Statewide Committee meetings, either party may invoke interest arbitration on this issue. In such arbitration, it shall be agreed upon language that:

- (1) Any policy shall consider the legitimate operational needs of the affected agencies as well as the interests of the affected employees.
- (2) The determination of the employer to deny a request for AWS, Compressed Work Schedules, and Telecommuting shall be arbitrable, but shall first be submitted to the joint committee and the Facilitator for a recommended disposition.
- (3) Current contract language on AWS and Flex scheduling shall be agreed upon language unless a bargaining unit agrees otherwise and/or proposes alternative language in the arbitration.

If the inability to reach agreement involves more than one bargaining unit and/or more than one agency, prior to the arbitration(s) being scheduled, the parties shall confer to determine the best way to achieve their mutual interest in expeditiously establishing a fair and effective policy applicable to those units and/or agencies.

**LONGEVITY SCHEDULE
SEMI-ANNUAL PAYMENT
(JULY 1, 2021 THROUGH JUNE 30, 2025)
Longevity entitlement is determined consistent
with Article 19, Section 3**

Salary Group	10 Years	15 Years	20 Years	25 Years
11	75.00	150.00	225.00	300.00
12	75.25	150.50	225.75	301.00
13	92.00	184.00	276.00	368.00
14	94.75	189.50	284.25	379.00
15	97.50	195.00	292.50	390.00
16	100.50	201.00	301.50	402.00
17	103.25	206.50	309.75	413.00
18	106.00	212.00	318.00	424.00
19	109.00	218.00	327.00	436.00
20	111.75	223.50	335.25	447.00
21	114.75	229.50	344.25	459.00
22	136.25	272.50	408.75	545.00
23	142.00	284.00	426.00	568.00

24	147.75	295.50	443.25	591.00
25	153.25	306.50	459.75	613.00
26	159.00	318.00	477.00	636.00
27	164.50	329.00	493.50	658.00
28	170.25	340.50	510.75	681.00
29	187.50	375.00	562.50	750.00
30	193.00	386.00	579.00	772.00
31	198.75	397.50	596.25	795.00
32	204.25	408.50	612.75	817.00
33	210.00	420.00	630.00	840.00
34	215.75	431.50	647.25	863.00
35	221.25	442.50	663.75	885.00
36	227.00	454.00	681.00	908.00
37	233.00	466.00	699.00	932.00
38	238.50	477.00	715.00	954.00
39	244.25	488.50	732.75	977.00
40	249.50	499.00	748.50	998.00
41	255.50	511.00	766.50	1022.00
42	261.25	522.50	783.75	1045.00
43	266.75	533.50	800.25	1067.00

APPENDIX A - CLASSIFICATION APPEAL PROCEDURE

Section One. Any individual permanent employee alleging the performance of the duties of a specific higher classification shall submit an appeal directly to the agency's appointing authority or his/her designee,

Such appeal shall be on the prescribed form and shall include:

1. The name of the employee.
2. Current official class title.
3. Current agency/division/section and/shift.
4. Date of alleged assignment of the higher level duties.
5. Specific classification remedy requested.
 - a. If reclassification or temporary service remedy is sought, specific class title alleged appropriate.
6. Employee signature and date.
7. Completed duties questionnaire Form A or B, as applicable

Section Two.

(a) Within ten (10) days of receipt of such appeal, the agency's appointing authority or designee shall respond to the employee and/or union on the appropriate place on the form to either:

1. Continue the performance of the alleged higher level duties; or
2. deny that the duties include higher level duties, and/or constitute a basis for reclassification or temporary service; or
3. remove the alleged specified higher level duties forthwith.

(b) Responses as above shall not automatically prejudice either party's position on the proper classification as determined by the Commissioner of Administrative Services.

Section Three.

(a) Concurrent with the response to continue the assignment (#1 above), the appointing authority shall submit, on the appropriate form, a request for approval of such assignment with copies of the appeal procedure form and any other

appropriate justification to the Commissioner of Administrative Services. Such request may be in the form of either a request for reclassification or temporary service in higher class. The Commissioner of Administrative Services shall review and answer such request within fifteen (15) days of receipt.

(b) The Commissioner of Administrative Services, with the concurrence of the Secretary of OPM, has sole discretion for determining whether approval will be for reclassification or temporary service, and/or whether higher level duties must be removed.

(c) Payment for performance of higher level duties determined to constitute a basis for reclassification or temporary service shall accrue not earlier than thirty (30) days from the date the appeal was submitted to the appointing authority only if merit system conditions permit. Payment for performance of higher level duties which should be removed will accrue in the same manner and consistent with merit system conditions only if such duties constitute a significant position of the overall job. Approval action under this section shall constitute a final and binding resolution of the appeal.

Section Four.

(a) Appeal to a response from the appointing authority denying the request (#2 above) or removing the duties (#3 above), or failure to respond within the time frames provided may be submitted to the Commissioner of Administrative Services within seven (7) days of the date of such response or due date. A meeting shall be held and an answer to such appeal will be issued within thirty (30) days of the date the appeal was filed with the Commissioner of Administrative Services.

(b) Appeals to the decision of the Commissioner of Administrative Services under this section may be submitted to the Classification Panel within ten (10) working days of the date of the response from the Commissioner of Administrative Services or due date.

(c) The appeal shall not be modified or expanded except by specific agreement of the Personnel Division and the Union.

Section Five.

(a) The Classification Panel shall be comprised of two designees of the State, one of whom shall serve as Chairperson, and two designees from the Union, all of whom shall be experienced in job classification. The panel shall schedule and conduct a hearing within thirty (30) days of receipt of the appeal package and shall render a decision within ten (10) days of the close of the hearing. Time limits for scheduling and response may be extended by agreement of the panel only for good cause. The Panel Chairperson shall authorize paid leave for a reasonable number of witnesses to attend and present testimony, including the grievant and steward.

(b) The panel shall base its decision only on whether the factual material presented at earlier stages of the appeal process indicates there was substantial addition of duties of the specific higher job classification. The burden shall be on the grievant to establish such proof and that the decision of the Commissioner of Administrative Services was arbitrary and capricious.

(c) The panel's decision shall be by majority vote. The panel's decision shall be in writing, signed by the Chairperson, shall include brief findings of fact and shall be binding on the parties provided the decision is consistent with the conditions set forth herein and otherwise not inconsistent with merit system conditions. Such decision shall be forwarded to the Commissioner of Administrative Services with copies to the

grievant or his representative, the appointing authority, and the personnel services analyst.

(d) Pay retroactivity, if warranted, may not apply earlier than thirty (30) days prior to the date of the filing of the appeal at the earliest step.

(e) The panel may not add to, subtract from, alter or modify the appeal or grant either party a remedy inconsistent with the terms and conditions outlined herein.

Section Six. The appeal process outlined herein shall be the exclusive forum for appealing classification issues.

Section Seven. Decisions of the Commissioner of Administrative Services or the Classification Panel shall not automatically constitute a precedent regarding the internal comparability of the appealed position to positions not subject to the original classification appeal.

Section Eight. In order to implement the classification appeal process in an orderly manner, a classification appeal as defined in this Article, must be based on duties performed since July 1, 1994.

Section Nine. Nothing herein shall prevent the settlement of an appeal at any point in the process, or without resorting to formal channel provided such settlement has the concurrence of a designee of the Commissioner of Administrative Services.

Section Ten. Failure to appeal to a higher level consistent with the time elements outlined above will constitute a waiver of the appeal.

APPENDIX B - OBJECTIVE JOB EVALUATION ARTICLE 19, SECTION FIVE

Section One. References a listing of classifications two or more salary groups above the pay line. That listing is herein provided.

Appraiser

Public Works Lead Construction Estimator

Public Works Cost Review Unit Supervisor

Housing Lead Building Construction Specialist

Housing Building Construction Supervisor

Building Construction Specialist

Health Services Senior Building and Fire Safety Inspector

Health Services Building Fire and Safety Inspector

Building Plan Reviewer (Code Compliance)

Construction Estimator (Electrical) (Mechanical) (General) (RC)

Senior Drafter (Architect)(Bridge)(Highway)

Environ. Prot. Emergency Response Coordinator 1

Environ. Prot. Emergency Response Coordinator 2

Transportation Landscape Designer 1

Public Works Construction Specialist (Electric) (General)

(HVAC)(Plumbing) (Structural Steel)

Video Engineering Technician

Equipment Planner

State Police Lead ID Technician

State Police Supervising ID Technician

Transportation Engineer of Agreements

Transportation Engineer of Contracts (Design)

Transportation Engineer of Contracts (Doc. Proc.)

Transportation Maintenance Planner

Transportation Materials Technician I

Senior Visual Media Designer

Design and Review Officer Supervisor (RC)

Senior Equipment Planner

Senior Visual Media Designer (RC)

Public Works Senior Equipment Planner(RC)

Public Works Design & Review Office Coordinator

Public Works Lead Construction Estimator (RC)

Section Two. Salary Groups for Some Consolidated Classes.

(a) The following classes represent consolidations where the level and experience and training requirements of this class are identical to those of the higher class being consolidated.

Transportation Airport Engineer	S.G. 24
Property Agent	S.G. 21
Transportation Planner	S.G. 22
E.P. Air Poll. Control Technical Assist.	S.G. 16
Trans. Highway Safety Mgmt. Spec.	S.G. 22
Hatchery Supervisor I	S.G. 20
Cartographer	S.G. 19

(b) Incumbents in the following classifications will remain at their present pay grade and the classification will be red-circled for use by future employees:

Graphic Artist 2	S.G. 18
Construction Inspector 2	S.G. 18
Transportation Lab Aide 2	S.G. 12

Section Three. Reclassification Panel: Slotting

The parties agree that the reclassification grievance procedure will apply to OJE slotting appeal disputes, if they arise, which meet all of the following criteria:

- 1) The incumbent's job classification prior to OJE no longer exists; AND
- 2) Incumbents in the old classification have been slotted into two or more different, specified classifications; AND
- 3) The incumbent is requesting assignment to one of the other specified classifications.

In these situations only, one of the designees of the State on the Classification Panel, as referenced in Appendix A, Section Five (a) of the existing collective bargaining agreement, shall be one of five designated personnel managers, mutually acceptable to both parties. This provision is without precedent for other existing or future classification panels.

Section Four. Salary levels to be paid upon promotion to employees hired as Connecticut careers trainees prior to the date of legislative approval of this Agreement.

The parties recognize that situations will arise due to the implementation of OJE which affect individuals who were hired into this bargaining unit as Connecticut Careers Trainees with a target class and salary level that has been changed by OJE. In these situations, the parties do not intend that individuals will have their - salary progression lowered. The following are samples of situations and the appropriate action for each.

- (1) CCT-Environmental Analyst series: Prior to OJE individuals hired as CCTs may advance to Environmental Analyst in ES 20 after a minimum of one year. The new target class after OJE is Junior Environmental Analyst in ES 19. The parties agree that, upon promotion, individuals shall be placed in the new OJE class of Junior Environmental Analyst in ES 19, but at the step which gives them a salary not less than they would have received had the promotion been to ES 20.
- (2) CCT-Transportation Planner series: Prior to OJE individuals hired as CCTs may advance to Transportation Planner I in ES 19 after a minimum of one year. The new target class after OJE is Transportation Planner after a minimum of two years. The parties agree that, after one year as a CCT, individuals should advance to that step which gives them a salary which is not less than they would have received had they been reclassified to ES 19. However, their job classification would remain CCT.

This provision only applies to individuals hired prior to the date of legislative approval of this Agreement.

Section Five. Non-evaluation of P-4 Classifications. Any bargaining unit job classification not yet evaluated for any reason (except those which the Objective Job Evaluation Unit slated for cancellation when no filled positions exist) shall be evaluated by the Objective Job Evaluation Unit. Such job classification and any reevaluated (appealed) job classification shall be adjusted in accordance with this Agreement, if necessary, retroactively to January 15, 1988.

Notwithstanding the above, the classification of Engineer Intern will not be evaluated by the Objective Job Evaluation process. Effective beginning June 30, 1989, an employee in the classification of Engineer Intern shall be advanced to salary grade 18, step 7 upon completion of one(1) year of service. The advancement shall be effective at the beginning of the pay period following one year of service as Engineer Intern and prior to any promotion from the class.

Notwithstanding the above, the former incumbent in the position of Transportation Engineer of Town Aid will be upgraded to the same salary group as the Transportation Engineer of Construction classification on January 15, 1988 by the round-up method and will receive a one-step increase on his subsequent date of promotion.

Section Six. Overpayments Due to Retroactive OJE Implementation.

The parties recognize that net overpayments to individuals may result from the retroactive implementation of OJE and intervening personnel actions. Said overpayments shall be dealt with in accordance with the following:

- (1) If the overpayment is the result of the payment of a lump sum to an employee who, after retroactive OJE implementation is no longer eligible for said lump sum, any monies owed to the State as of the completion of the pay period of June 2-June 15, 1989 shall be waived.
- (2) The State shall make no retroactive adjustments to any overtime payments made from January 15, 1988 through June 15, 1989 for any employee.
- (3) If the overpayment is the result of the employee's advancement to higher salary amount than would be justified after the retroactive OJE implementation and subsequent recalculation of his/her salary, the employee's rate of pay shall not change until individual salary adjustments generate a rate equal to or higher than that received prior to recalculation.

Section Seven. Connecticut Agricultural Experiment Station classifications effective January 15, 1988 classes at the Connecticut Agricultural Experiment Station will be assigned to salary groups as follows:

CLASS	SALARY GROUP(S)
Technician 1	17-18
Technician 2	21-23
Assistant Agricultural Scientist	24-26
Assistant Agricultural Scientist 2	27-28
Analytical Scientist	28
Associate Agricultural Scientist	29-32
Agricultural Scientist	33-36
Senior Agricultural Scientist	35-40
Station Editor	23-27

The Station pay plan shall appear in the P-4 contract addendum.

Effective June 29, 1989, an eighth step, ninth step and tenth step as specified in Section 1 will be added to the pay plan for use by all Station classes except the classification of Senior Agricultural Scientist.

There shall be no downgrading of Station classifications or salaries.

There shall be no OJE appeals of Station classifications.

APPENDIX C - DURATIONAL POSITIONS AND TEMPORARIES

Definitions:

Temporary: Position filled for a short term, seasonal, or emergency situation, including to cover for a permanent position when the incumbent is on workers' compensation or other extended leave, not to exceed 6 months. May be extended up to one year. If a temporary employee is retained greater than 12 months said employee shall be considered durational.

Durational: An employee hired for a specific term, for a reason not provided above, including a grant or specially funded program of a specific term, not to exceed one year.

Status: A temporary employee shall become durational after 6 months or one year if extended.

A durational employee shall become permanent after six months, or the length of the working test period, whichever is longer.

Benefits: A temporary employee shall receive such benefits as provided by state or federal law, and such additional benefits as currently provided by the respective agreements and practice applicable to the unit, which may include:

- Health and life insurance
- Pension credit
- Paid Holidays
- PL Days
- After 6 months, vacation, sick and personal leave retroactive to date of hire.

An employee hired for a durational position or treated as a durational after a period of temporary employment shall receive:

- The same benefits as any other employee would receive during his/her working test period.

- Upon becoming permanent, the same benefits as any other permanent employee

APPENDIX D – MEMORANDUM OF UNDERSTANDING REGARDING THE RESOLUTION OF GRIEVANCES

The State and the Union agree that it is in the parties' mutual interests to address and resolve grievances as expeditiously as possible. The undersigned parties agree, therefore, as follows:

1. A committee shall be empaneled consisting of a Union Representative, a Representative from the Office of Labor Relations, and an Agency Representative whose pending cases are subject to Committee review and discussion.
2. The State and the Union shall develop a list of not less than five (5) grievances one week before the meeting that the parties intend to review and discuss.
3. Said Committee shall meet at least twice quarterly to review and make recommendations regarding the disposition of the grievances pending currently at the arbitration step of the grievance process. The parties will meet in December of each year to set expected dates for such meetings. By mutual agreement, the parties may hold additional meetings to address a grievance backlog.
4. The Union, OLR, and Agency Representative must possess the authority to act upon said pending cases during the meeting. Only those persons necessary for bringing the matter to resolution need to attend.
5. It is understood and agreed that any resolution of said grievances must be immediately reduced to writing when possible and executed by the State and the Union using an agreed upon form. Otherwise, grievances shall be scheduled for arbitration in the order in which arbitration is demanded except that cases that involve overpayments or that pose an ongoing monetary liability to the State will have scheduling priority by order of filing. Notwithstanding, either party may choose up to five (5) matters per year to be given prime or expedited priority. In addition, any grievance involving the separation of a bargaining unit member shall automatically be given prime or expedited priority.
6. No grievance shall be ripe for Committee review unless and until either (1) it has been heard and answered at Step 2 of the grievance procedure; (2) it has been filed at Step 2 and the time for response has passed without agreed upon extension; or (3) it is a grievance which may be filed directly to Step (3).
7. The following shall apply for grievances involving discipline at the level of dismissal, demotion, or suspension in excess of ten (10) working days: These grievances shall be filed directly to the Office of Labor Relations (Central) consistent with the time requirements of Article 14, Section 5. Within thirty (30) days of receipt of the grievance, a representative of the Office of Labor Relations (Central) and a representative of the Union shall convene a conference with the relevant parties (Grievant, Agency Labor Relations Staff, and other Agency Representative, as appropriate) for the purpose of exchanging relevant documents, and gathering other information, including via mutual questioning by the parties in attendance. If the grievance is not resolved as a result of discussions at the conference, the OLR Representative will issue a written response within fifteen (15) days of the conference. A

- grievance that adheres to the procedure outlined in this paragraph will be considered ripe for Committee review.
8. By mutual agreement, conferences as described in #7 above may be held for other grievances filed directly with OLR Central.
 9. No matters that are otherwise deemed non-grievable or non-arbitrable are subject to committee review.
 10. All conferences and committee meetings convened pursuant to this MOU shall be closed to the public unless the parties mutually agree otherwise.

MEMORANDUMS

**MEMORANDUM OF UNDERSTANDING
CSEA P-3B and P-4 DAS Issues**

During negotiations for the successor agreement to the Parties' July 1, 2016 through June 30, 2021 labor contract, the Union raised a variety of issues pertaining to job classifications, including career ladders, promotional opportunities, and experience and training requirements.

Given the broad responsibilities invested in the Department of Administrative Services for developing job classifications, experience and training criteria, and promotional policies, the Parties have agreed to convene a meeting no later than April 30, 2022, concerning DAS-related issues in the P-3B and P-4 bargaining units. Attendees will include:

- Commissioner of DAS
- Commissioners (or designees, if necessary) of affected agencies (whose attendance may be staggered by agency)
- OLR Leadership
- Union Leadership
- Such others as any of those above deem helpful

The purpose of such a meeting will be to explore fully the matters set forth in Union bargaining proposals which were produced but put aside for this purpose in the most recent round of bargaining. Those proposal numbers were:

- P-3B, proposals 16, 37, & 46
- P-4, proposals 7, 45-48, & 69

At the meeting the participants will discuss the proposals, identify needs and interests of the agencies involved, assess potential courses of action and the impacts thereof, and develop a plan to address any matter where it is determined and agreed that action is warranted.

**MEMORANDUM OF UNDERSTANDING -
RECRUITMENT AND RETENTION
TRANSPORTATION ENGINEER 3,
TRANSPORTATION SUPERVISING ENGINEER, AND
TRANSPORTATION PRINCIPAL ENGINEER**

Effective July 1, 2022, the pay plans for the titles of:

- Transportation Engineer 3
- Transportation Supervising Engineer
- Transportation Principal Engineer

Shall be adjusted in accordance with the drop two/add two step methodology within their respective pay plans.

Because these classifications are covered by the "hook" methodology as referenced in Article 19, Section Four, the pay plan will be structured as follows, to maintain the integrity of the "hook".

- Employees will no longer proceed through their salary group and then proceed to the maximum salary of the next salary group.
- Rather, the pay plan for these classes will be structured as follows –
 - o A step shall be added to the current salary group, which represents the incremental difference as if the employee had "hooked" to the maximum of the next salary group.
 - o Following the addition of this step, two (2) additional steps shall be added at rate of an increment consistent with the increments for the "hooked" salary group.
 - o The end result will be a salary group with thirteen (13) steps, with the hook increment occurring between steps 10 and 11.

Example: Transportation Engineer 3

- Right now, Transportation Engineer 3 is in salary group FE 27.
- There are 12 steps in this salary group.
- Once an employee reaches step 12, they get their 13th increment by going to the rate in place for salary group 28, step 12. The increment rate is 4.767%
- The new pay plan would:
 - o Drop steps 1 and 2.
 - o This means that what was step 12 becomes step 10.
 - o Then, a new step 11 is created and added, at an increment of 4.767% above step 10. This maintains the hook.
 - o Next, new steps 12 and 13 are created and added, at the rate of increment for steps in salary group 28.
- The intent of this approach is to keep the hook in place, then add 2 steps as a retention incentive.

By virtue of the creation of this new pay plan, employees who are in either Step 1 or Step 2 of the pay plan in effect prior to July 1, 2022 will move to Step 1 of a new pay plan (Step 3 of the current pay plan) as of July 1, 2022. These employees will continue to be eligible for the next annual increment when that becomes payable.

**MEMORANDUM OF UNDERSTANDING
Hiring Rates for Transportation Engineer 3, Transportation
Supervising Engineer, and Transportation Principal Engineer
Effective Through June 30, 2025**

The State of Connecticut (hereinafter referred to as the "State"), the Connecticut State Employees Association, SEIU Local 2001, Engineering, Scientific and Technical (hereinafter referred to as "P-4 or the Union") hereby agree as follows:

1. The parties acknowledge that market conditions can impact the ability to recruit for vacancies in state agencies.
2. In an effort to respond to market conditions the parties agree to limited hiring rate flexibility for outside hires in the following job classifications¹:

¹ Candidates must meet requirements of minimum qualifications and special qualifications as stated in the job spec to qualify for the hiring rate specified above. This MOU does not override the qualifications specified in each job spec.

- Transportation Engineer 3
- Transportation Supervising Engineer
- Transportation Principal Engineer
- 3. Candidates with 3-5 years of engineering experience beyond the minimum qualifications for the job class may be hired at Step 2 at time of hire.
- 4. Candidates with 5 or more years engineering beyond the minimum qualifications for the job class may be hired at Step 3 at time of hire.
- 5. Candidates with relevant specialized experience or certifications may be offered an additional step at time of hire.
- 6. In following the above guidelines agencies will not be required to seek permission to offer a hiring rate to an outside candidate.
- 7. Each agency that utilizes the above guidelines will provide a quarterly report to the Union including: agency, title, name, salary grade and step, criteria met to dictate hiring rate, race and gender.
- 8. Existing Employees in Steps 1-4 of the pay plan in effect on 7/1/2021 may be eligible for an additional step increase if their application for one of the titles above at the time of initial employment with the State of Connecticut includes the credentials outlined in 1-6 above. The Employee may request an audit of their personnel file from the Agency Human Resource Office.
- 9. This memorandum shall be deemed a pilot and shall, absent mutual agreement otherwise, sunset upon the final day of this July 2021 – June 2025 agreement.

**MEMORANDUM OF UNDERSTANDING
TRANSPORTATION ENGINEER 2**

Effective July 1, 2022, the pay plans for the title of Transportation Engineer 2 shall be adjusted in accordance with the drop one/add one step methodology within the respective pay plans.

Because this classification is covered by the “hook” methodology as referenced in Article 19, Section Four, the pay plan will be structured as follows, to maintain the integrity of the “hook”.

- Employees will no longer proceed through their salary group and then proceed to the maximum salary of the next salary group.
- Rather, the pay plan for this class will be structured as follows –
 - o A step shall be added to the current salary group, which represents the incremental difference as if the employee had “hooked” to the maximum of the next salary group.
 - o Following the addition of this step, one (1) additional step shall be added at rate of an increment consistent with the increments for the “hooked” salary group.
 - o The end result will be a salary group with thirteen (13) steps, with the hook increment occurring between steps 11 and 12.

Example: Transportation Engineer 2

- Right now, Transportation Engineer 2 (40 Hours) is in salary group FE 23.
- There are 12 steps in this salary group.
- Once an employee reaches step 12, they get their 13th increment by going to the rate in place for salary group 24, step 12. This increment rate is at 4.7%
- The new pay plan would:
 - o Drop step 1.
 - o This means that what was step 12 becomes step 11.

- o Then, a new step 12 is created and added, at an increment of 4.7% above step 11. This maintains the hook.
- o Next, a new step 13 is created and added, at the rate of increment for steps in salary group 24.
- The intent of this approach is to keep the hook in place, then add one step as a retention incentive.

By virtue of the creation of this new pay plan, employees who are in Step 1 of the pay plan in effect prior to July 1, 2022 will move to Step 1 of the new pay plan (Step 2 of the current pay plan) as of July 1, 2022. These employees will continue to be eligible for the next annual increment when that becomes payable.

**MEMORANDUM OF UNDERSTANDING
INFORMATION TECHNOLOGY RECRUITMENT
AND RETENTION**

Effective July 1, 2022, there shall be a new pay plan established for the following bargaining unit titles:

IT Technician Trainee (35 Hours) and (40 Hours)
IT Technician (35 Hours) and (40 Hours)
IT Analyst Trainee (35 Hours) and (40 Hours)
IT Analyst 1 (35 Hours) and (40 Hours)
IT Analyst 2 (35 Hours) and (40 Hours)
IT Analyst 3 (35 Hours) and (40 Hours)
IT Subj Matter Expert (35 Hours) and (40 Hours)
IT Supervisor (35 Hours) and (40 Hours)

The new pay plan will be created by taking the existing pay plan for the above classes, and adjusting such in accordance with the drop two/add two step methodology.

- The first 2 steps of each salary group shall be removed.
- Two additional steps shall be added to each salary group, consistent with an increment level in effect for each salary group.
- By virtue of the creation of this new pay plan, employees who are in either step 1 or step 2 of the pay plan in effect prior to July 1, 2022 will move to step one of the new pay plan (step 3 of the current plan) as of July 1, 2022. These employees will continue to be eligible for the next annual increment, when that becomes payable.

**MEMORANDUM OF UNDERSTANDING
Hiring Rates for Information Technology Classifications
Effective Through June 30, 2025**

The State of Connecticut (hereinafter referred to as the “State”), the Connecticut State Employees Association, SEIU Local 2001, Engineering, Scientific and Technical (hereinafter referred to as “P-4 or the Union”) hereby agree as follows:

1. The parties acknowledge that market conditions can impact the ability to recruit for vacancies in state agencies.
2. In an effort to respond to market conditions the parties agree to the following hiring rate flexibility for outside hires in these job classifications²:

IT Technician Trainee (35 Hours) and (40 Hours)
IT Technician (35 Hours) and (40 Hours)

² Candidates must meet requirements of minimum qualifications and special qualifications as stated in the job spec to qualify for hiring rate specified above. This MOU does not override the qualifications specified in each job spec.

IT Analyst Trainee (35 Hours) and (40 Hours)
IT Analyst 1 (35 Hours) and (40 Hours)
IT Analyst 2 (35 Hours) and (40 Hours)
IT Analyst 3 (35 Hours) and (40 Hours)
IT Subj Matter Expert (35 Hours) and (40 Hours)
IT Supervisor (35 Hours) and (40 Hours)

3. Candidates with 3-5 years of relevant information technology experience beyond the minimum qualifications for the job class may be hired at Step 2 at time of hire.
4. Candidates with 5 or more years of relevant information technology experience beyond the minimum qualifications for the job class may be hired at Step 3 at time of hire.
5. Candidates with a degree in information technology, specialized experience or certifications in technologies that are deemed in demand by the employer may be offered an additional step at time of hire.
6. In following this agreement the Agencies will not be required to seek authorization to offer a hiring rate to an outside candidate, but will provide notice to the Union prior to the employee's first day of employment.
7. Each Agency that utilizes this agreement will provide a quarterly report to the Union that includes: the Agency, job class, employee name, salary grade step, and criteria met to impose hiring rate.
8. Existing employees in Step 1 or 2 of the pay plan in effect on 7/1/2021 may be eligible for an additional step increase if their application for one of the titles above at the time of initial employment with the State of Connecticut includes the credentials outlined in 1-6 above. In order to be considered the Employee may request an audit of their personnel file from the Agency Human Resources Office.
9. This memorandum shall be deemed a pilot and shall, absent mutual agreement otherwise, sunset upon the final day of this July 2021 – June 2025 agreement.

**MEMORANDUM OF UNDERSTANDING
Migration of P-4 Bargaining Unit Workforce
to 37.5-Hour Schedules**

The State and the Union have agreed to prioritize the voluntary migration of the 35-hour P-4 workforce outside of Info-Tech to 37.5-hour schedules. To accomplish this priority, the parties have agreed to a multi-faceted approach as described below.

1. Development and implementation of targets for voluntary movement to 37.5-hour schedules by Agency.
 - a. The Office of Labor Relations shall meet with representatives from State agencies to develop targets for moving staff to 37.5-hour schedules.
 - b. Agencies will consider budgetary capacity and operational need in setting and implementing targets.
 - c. Employee seniority will be a priority consideration for agencies in setting and reaching targets.
 - d. Employees identified through this process will be offered a one-time opportunity to accept a 37.5-hour schedule.
 - e. At least 75 employees within the Department of Energy and Environmental Protection (DEEP) will be offered at least 37.5-hour positions no later than 1/1/23. At least 25 employees outside of DEEP will be offered the same opportunity by 1/1/23.
 - f. The Office of Labor Relations and the Union will schedule regular meetings with the Union to discuss progress and timeframes.
2. Voluntary straight time payment up to 40 hours.
 - a. Effective 7/1/2022, employees who are currently scheduled for 35 hours may volunteer to be

- assigned work up to 40 hours and receive straight time overtime pay.
 - b. Payment of straight time overtime up to 40 hours includes employees who are in positions that are above salary group 24.
 - c. Agencies will permit such assignments within current budgetary appropriations, within the requirements of restricted funds, and consistent with agency operating needs.
 - d. Once an employee who is above salary group 24 has been offered, and has accepted, a 37.5-hour schedule, the standard parameters for compensatory time per the collective bargaining agreement shall apply for hours worked in excess of 37.5.
 - e. The Office of Labor Relations will schedule regular meetings with the Union to address any areas of concern, including disparate utilization of paid overtime.
 3. Ongoing migration for employees with 15 years of seniority.
 - a. Effective 7/1/2024, any employee who has fifteen (15) years of seniority and has not yet been offered a permanent schedule of 37.5 hours shall receive a one-time opportunity to accept a 37.5-hour schedule.
 - b. Following 7/1/2024:
 - i. Employees who reach 15 years of seniority between July 1 and December 31 will receive a one-time opportunity to accept a 37.5-hour schedule as of January 1 immediately thereafter.
 - ii. Employees who reach 15 years of seniority between January 1 and June 30 will receive a one-time opportunity to accept a 37.5-hour schedule as of July 1 immediately thereafter.
 - c. Employees who have turned down an initial offer for a 37.5 hour schedule may, following at least one (1) year from declination of the initial offer, request consideration for a future offer of 37.5-hour schedule. A declination following a second offer will result in the employee's removal from consideration for migration to a 37.5-hour schedule.

Nothing in this agreement restricts an agency from offering 40-hour schedules to employees in an entire work unit.

In the event of unanticipated budgetary changes that place the migration of employees to 37.5 at risk of being halted, the parties will meet to discuss the concerns and potential alternatives.

**MEMORANDUM OF UNDERSTANDING
Migration of Information Technology Employees in the
P-4 Bargaining Unit Workforce Who Are Within the
Scope of IT Optimization to 40-Hour Schedules**

The State and the Union have agreed to prioritize the voluntary migration of the 35-hour P-4 workforce inside of Information Technologies to 40-hour schedules which is particularly urgent due to IT Optimization. To accomplish this priority, the parties have agreed to the approach as described below:

1. Development and implementation of targets for voluntary movement to 40-hour schedules by employees who are in scope for IT Optimization, and are, thereby slated to become employees of the Department of Administrative Services/Bureau of Information Technology Solutions (BITS).
 - a. The Office of Labor Relations shall meet with representatives from the Bureau of Information Technology Solutions (BITS) and if needed other

- State agencies to develop targets for moving staff to 40-hour schedules.
- b. The State will consider budgetary capacity and operational need in setting and implementing targets.
 - c. The following criteria shall be used to set priorities for the voluntary movement of employees within the scope of IT Optimization to 40-hour schedules, according to the confines of budgetary limits and position availability:
 - i. Employees with identified high-need skill sets, or special skills, where the additional hours can be directed to address specific organizational objectives.
 - ii. Employees within units which have a high percentage of budgeted vacancies that are pending recruitment, where the additional hours can be directed to mitigate staffing considerations.
 - iii. Employees within operations with the greatest business demand, where the additional hours can be directed to address critical priorities.
 - iv. In addition to the above criteria, employee seniority shall be given consideration as a factor in setting the sequence for approval among volunteers who have requested 40-hour schedules.
 - d. Employees identified through this process will be offered a one-time opportunity to accept a 40-hour schedule.
 - e. The State will begin offering 40-hour schedules to identified employees prior to July 1, 2022. At least 40 of then-current 35-hour in-scope Information Technologies work force shall be offered 40-hour schedules by October 1, 2022; this is anticipated to represent 20% of the targeted workforce. The parties are committed to offering 40-hour schedules to as many employees as possible, and as expeditiously as possible. Toward that end, at the beginning of each subsequent 6-month period starting on October 1, 2022, the State shall assess the number of employees who have yet to be offered 40-hour schedules; during each 6-month period, the State shall offer 40-hour schedules to at least 20% of the 35-hour employees identified at the beginning of that 6-month period. This process shall continue until all such employees have been offered such schedules. The parties intend to complete the process of offering current employees the opportunity for a 40-hour schedule no later than June 30, 2025.
 - f. The Office of Labor Relations and the Union will schedule regular meetings with the Union to discuss progress and timeframes.
 - g. Employees who have turned down an initial offer for a 40-hour schedule may, following at least one (1) year from declination of the initial offer, request consideration for a future offer of a 40-hour schedule. A declination following a second offer will result in the employee's removal from consideration for migration to a 40-hour schedule.
2. Nothing in this agreement restricts an agency from offering 40-hour schedules to employees in an entire work unit.
 3. Employees who move to 40-hour schedules under this Agreement may apply for an AWS schedule that is consistent with the menu of options offered by BITS. Management reserves and retains all rights to evaluate such AWS requests consistent with current practice.

4. In the event of unanticipated budgetary changes that place the migration of employees to 40 hours at risk of being halted, the parties will meet to discuss the concerns and potential alternatives.

**MEMORANDUM OF UNDERSTANDING
IT Optimization**

Ratification of this agreement shall not preclude the parties from continuing to negotiate the impact of statewide IT optimization on matters that include, but are not limited to:

- Performance;
- Training and development;
- Bumping rights;
- Contracting out;

Identifying and addressing job classes performing IT functions covered presently by other bargaining units.

**MEMORANDUM OF UNDERSTANDING -
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 any employee in the bargaining unit whose yearly gross compensation is a least forty-five thousand five hundred dollars (\$45,500). The actual cost of such optional coverage 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 dividends 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.

**MEMORANDUM OF UNDERSTANDING -
SUMMER PICNIC/HOLIDAY PARTY**

The parties agree that each member of the P-4 Bargaining Unit will be granted one-half day for a summer picnic and one-half day for a Holiday Party.

Only those Holiday parties or summer picnics which have been approved by the Union or by the State will be recognized for the purposes of the half day off, and any employee not attending such event will forfeit the benefit of said half day.

MEMORANDUM OF UNDERSTANDING - TUITION

The Station agrees to make reasonable and timely efforts to keep an individual informed as to the status of his/her request for tuition aid, any leave of absence with or without pay, or an adjusted work schedule to attend college level courses.

**MEMORANDUM OF UNDERSTANDING - HAZARDOUS
DUTY OR PHYSICAL HARDSHIP PREMIUMS**

Notwithstanding anything to the contrary in Article 34, paragraph 1 any employee who has performed a duty for which hazardous duty or physical hardship premiums have been paid or his/her successor will be eligible to receive hazardous duty/physical hardship pay at any time when said employee or successor employee performs that hazardous duty or physical hardship duty in the future.

**MEMORANDUM OF UNDERSTANDING -
STEWARD ACTIVITIES**

When stewards are on the clock and are regularly assigned to a state vehicle which is used for assigned work and authorized steward activities in respect to grievance handling, the Association shall reimburse the State for mileage involved in

steward activities. The rate of reimbursement for mileage shall be in accordance with the Standard State Travel Regulations.

**MEMORANDUM OF UNDERSTANDING -
UNION BUSINESS LEAVE**

The parties recognize that two (2) weeks' advance notice for union business leave may not always be possible or practical. Accordingly, the State Office of Labor Relations will grant leave with less than two (2) weeks' notice as long as such leave does not adversely effect agency operational needs. The Union will strive to provide as much advance notice as possible under these circumstances.

**MEMORANDUM OF UNDERSTANDING -
AGENCIES "FOR ADMINISTRATIVE PURPOSES ONLY"**

The parties agree that those agencies which have been designated as being attached to other agencies "For Administrative Purposes Only" shall be considered as separate agencies in application of the collective bargaining Agreement. For example, the Connecticut State Library which is attached to the Department of Education "for administrative purposes only" shall be considered as a separate agency. Similarly, the Commission on Human Rights and Opportunities and the Department of Labor shall be considered as separate agencies.

MEMORANDUM OF UNDERSTANDING

This memorandum is provided to affirm the understanding that job vacancies shall be posted by the Department of Administrative Services. The method of posting will be electronic. It is intended that the posting of vacancies will be provided to ensure employees' opportunity to know of said vacancies.

**MEMORANDUM OF UNDERSTANDING -
DEEP READINESS PROGRAM**

Due to the unique circumstance at the Department of Energy and Environmental Protection (Radiation Control), the parties shall meet, discuss and agree to a readiness program. Said discussions are to be concluded within three months of approval of the contract by the Legislature. When the provisions for on-call in Article 16, Section Five were negotiated, the parties did not contemplate that an individual would receive an on-call assignment status for nearly all of his or her non-working time. Consequently, when such assignment has been made or is planning to be made, the parties will meet and discuss the provisions for such assignments with the goal of reaching a mutual understanding.

**SIDE LETTER - RE: ARTICLE 37
MEMORANDUM OF UNDERSTANDING - UPWARD
MOBILITY**

Consistent with the parties' commitment to upward mobility and career growth and development it is agreed that the salary for individual employees accepting a voluntary demotion to affect a career path change in anticipation of future upward mobility shall be at a step in the salary plan closest to but not greater than their rate of pay at time of demotion. Application of the provisions of this Memorandum shall be subject to a bona fide upward mobility assignment as determined and approved by the Commissioner of Administrative Services.

**MEMORANDUM OF UNDERSTANDING -
RE: ARTICLE 16, SECTION FIVE
(ON-CALL AND STANDBY)**

The Union and the State recognize that employees who are placed on Standby or On-Call status are to be compensated for such status as provided for in Section Five of Article 16. It is also recognized that there are occasions when these employees are contacted and expected and directed to perform a service or function that is work related (e.g. phone calls, fax, e-mail, etc.). These circumstances do not require the employee be activated to a call back status as covered under Article 17, Section Two. Employees not activated to a call back status shall be compensated as follows:

For non-exempt employees as defined under Article 17, Section Three -

1. Agency shall pay the individual employee a minimum of one hour pay at the individual's standard rate of pay,
2. In the event that the employee is called into service beyond the one hour minimum, he/she shall be compensated at fifteen (15) minute increments for such service.
3. In the event the employee is called into service for two (2) or more continuous hours, he/she shall be considered to be "Call Back" and shall be compensated under Article 17, Section Two.
4. In the event the employee is called into service and works one hour or less and is subsequently called into service for more than two (2) continuous hours, he/she shall be paid the one hour minimum and the Call Back Pay as provided for under Article 17, Section Two.

For exempt employees as defined under Article 17, Section Three-

1. The employee shall receive a minimum of one hour of compensatory time off.
2. In the event that the employee is called into service beyond the hour minimum, he/she shall receive compensatory time off in fifteen (15) minute increments for such service.
3. In the event the employee is called into service for two (2) or more continuous hours, he/she shall be considered to be "Call Back" and shall receive four (4) hours of compensatory time off under Article 17, Section Two.
4. In the event the employee is called into service and works one hour or less and is subsequently called into service for more than two (2) continuous hours, he/she shall receive the one hour minimum compensatory time off and four hours of compensatory time off as provided for under Article 17, Section Two.

Non-exempt employees who are impacted by this process shall be compensated at the appropriate overtime rate for both the minimum and subsequent incremental compensation. There shall be no pyramiding of hours or portions thereof allowed as a result of this process.

**MEMORANDUM OF UNDERSTANDING -
Article 17 Overtime
Section Two Call Back Pay**

It is herein recognized that the Department of Social Services (DSS) has obtained a waiver of the overtime cap for employees within Information Technology classification who have been designated as Standby (On-Call). This waiver has been granted by the Office of Policy and Management (OPM).

This lifting of the overtime cap allows that these employees when called back to work shall receive overtime pay versus any form of

compensatory time. This practice shall be continued for the duration of the term of this collective bargaining agreement.

MEMORANDUM OF AGREEMENT
Criteria For Promotion To Working Level Engineer In Construction

In the Department of Transportation's Office of Construction/Field Operations, the criteria for promotion to the working level classification in the Transportation Construction Inspector series shall be chief inspector duties. Any employee that independently performs chief inspector duties on a construction Project in excess of One Million Dollars (\$1,000,000) shall be reclassified to the working level classification in his/her job series. The working level classification is the Transportation Construction Inspector 3 job classification.

MEMORANDUM OF AGREEMENT -
20% Premium Language

The parties have resolved the 20% premium language in Article 16, Section One by agreeing to continue in the 2001-2005 contract the present language in the 1997-2001 contract. The Union and the State agree neither will use the fact that the Union and the State proposed a change in the current language during the negotiations up to the 2001-2005 contract as evidence in any proceeding.

MEMORANDUM OF UNDERSTANDING -
Shadow Employees

Within Information technology operations there is a suspicion by the Connecticut State Employees Association (CSEA) that employees who are not in Information Technology or information technology classifications represented by the Union are performing work that is appropriately included in this bargaining unit (P-4). The parties have referred to these as "shadow positions".

Where such situations exists, in the opinion of CSEA, the Union shall be entitled to request an audit by the Department of Administrative Services to assess and determine the proper classification for said "shadow" functions and responsibilities.

Re: P-4 Engineering, Scientific and Technical Unit Contract - Memorandum of Agreement - Stipends

Dear Mr. Jacobs:

This will serve to confirm our agreement relative to the treatment of current employees covered by the above Memorandum of Agreement.

In accordance with the referenced agreement, stipends will be discontinued for the classes of Building Construction Specialist I and II; Housing Building Construction Section Supervisor; Public Safety Building Official; Public Works Construction Specialist (Parenthetical); Public Works Construction Coordinator; Public Works District Construction Supervisor; and Public Works Assistant Director of Construction, effective upon implementation of the contract.

Notwithstanding the above, current employees receiving stipend payments will have said payments reduced or "offset" by any negotiated general wage increases. Such "offsets" or reductions shall be rolled into the effected employee's base wage. Once the stipend account has been debited to zero said employees will again be eligible for receipt of general wage increases in the manner applicable to the bargaining unit as a whole.

At the option of the employee he/she may elect to surrender receipt of the Stipend payment. If said option is elected, the

employee will be eligible for receipt of any wage adjustments negotiated in the traditional manner.

If this is your understanding of our discussions please sign below and return this letter to me for final processing.

Sincerely,
/s/ Frank R. Bochniewicz
Frank R. Bochniewicz
Labor Relations Specialist

I concur with the above.
/s/ Ken E. Jacobs
Kenneth E. Jacobs Date 9/14/95

MEMORANDUM OF UNDERSTANDING -
Panel Regarding Reclassifications

The Department of Administrative Services will meet with the union regarding the reclassification appeal process. DAS will develop a more effective process regarding reclassification appeal so that panel hearings will take place and answers issued on a timelier basis.

MEMORANDUM OF UNDERSTANDING -
Inclement Weather - Department of Public Safety

In the event of inclement weather wherein there is a decision by the Governor or his or her designee to either release second shift employees early or have the employees report late, the second shift employees at the Department of Public Safety may call the Human Resource office in order to receive information regarding their status. If the Department determines that this information is more appropriately disseminated by another office within the Department, the Department is free to make such change and will inform the impacted employees.

MEMORANDUM OF UNDERSTANDING -
Construction Inspectors

The Department of Administrative Services will report to the Executive Director of CSEA the status of the study of the series of Construction Inspectors as soon as practicable after the execution of this agreement, but no later than May 20, 2009.

MEMORANDUM OF UNDERSTANDING -
Domestic Partner Benefits

The parties agree that the language in Article 45, Domestic Partner Benefits, is no longer applicable as of November 12, 2009 due to the Connecticut Supreme Court decision granting same sex couples the right to be married and as provided for in the parties' pension and health care agreement.

MEMORANDUM OF UNDERSTANDING -
Information Technology Classifications

The Office of Labor Relations, State of Connecticut, hereinafter referred to as the "State" on behalf of the Department of Administrative Services, hereinafter referred to as "DAS" and in conjunction with the Department of Information Technology, hereinafter referred to as "DOIT" has engaged the Connecticut State Employees Association, hereinafter referred to as "CSEA" or the "Union" on behalf of the Engineering, Scientific and Technical Bargaining Unit (P-4) in negotiations on the subject of Information Technology Job Classifications and the appropriate compensation for said job classes. The State and the Union have agreed as follows:

1. The Union and the State agree that the current Information Technology classifications will be cancelled and current employees will be slotted into new classifications as set forth herein. The new classification specifications are attached hereto.

The parties agree that the new classifications shall be compensated on the EU Pay Plan.

2. By virtue of negotiations between the State and the union the following class titles shall be designated at the EU pay plan salary group as indicated below:

Information Technology Technician Trainee	15
Information Technology Analyst Trainee	18
Information Technology Technician	17
Information Technology Analyst 1	23
Information Technology Analyst 2	28
Information Technology Analyst 3	30
Information Technology Supervisor	32
Information Technology Subject Matter Expert	32
Computer Operations Supervisor	26

3. It is herein acknowledged by the State and the Union that the job classifications identified in item #2, above, represent class consolidations utilizing the existing IT classes (as of the date immediately preceding this Agreement). It is furthermore recognized by the State and the Union that these class consolidations are made to enhance recruitment and to promote retention.

4. Notwithstanding the class consolidations as referenced in item #3, the class of Information Technology Analyst Trainee is a new classification established to assist in recruitment of College graduates who have obtained a Bachelor degree in Information Technology as specified in the job specification. Likewise, a class of Information Technology Technician Trainee has been established for the principal purpose of recruiting graduates with an Associate's degree in the technology field.

5. It is herein understood and agreed that those employees within the classes of User Support Specialist and Data Processing Data Control Specialist 1 (as of the date preceding this Agreement) shall assume the classification of Information Technology Technician.

6. The following classes, by virtue of this Agreement, are consolidated into the classification of Information Technology Analyst 1:

- Data Processing Technical Specialist 1
- Programmer
- Data Processing Control Specialist 2
- Data Processing Control Specialist 3
- Data Processing Technical Specialist 2
- Systems Developer 1

The incumbents in the above classes shall assume the class of Information Technology Analyst 1. Notwithstanding the above classification designation those employees (incumbents) in the classes of Data Processing Technical Specialist 2 and Systems Developer 1 shall upon the effective date of this Agreement be "red circled" at salary group EU 24. Any replacement or new hires for these incumbents as Information Technology Analyst 1 shall be at the salary group EU 23.

7. The following classes, by virtue of this Agreement, are consolidated into the classification of Information Technology Analyst 2:

- Date Processing Technical Analyst 1
- Date Processing Technical Analyst 2
- Systems Developer 2
- Systems Developer 3

The incumbents in the above classes shall assume the class of Information Technology Analyst 2.

8. The following classes, by virtue of this Agreement, are consolidated into the classification of Information Technology Analyst 3:

- Data Processing Technical Analyst 3
- Systems Developer 4

The incumbents in the above classes shall assume the class of Information Technology Analyst 3.

9. The State recognizes that within the classification of Systems Developer 4 there have been two categories of employees. One is the supervisory employees with supervision being the primary function. The other is the highly technical expert without supervisory responsibility. As consequence of this recognition and by virtue of this Agreement two separate classes have been established: Information Technology Supervisor and Information Technology Subject Matter Expert. Appended to this Agreement is a designation of each (current) Systems Developer 4 with his/her allocation into the newly consolidated classes. Those employees not identified as Supervisor (5) or Subject Matter Expert (SME) shall be classified as Information Technology Analyst 3.

10. Appended to this Agreement is a designation of each (current) Data Processing Technical Analyst 4 with his/her allocation into the newly consolidated classes. Those employees not identified as Supervisor (5) or Subject Matter Expert (SME) shall be red-circled in the current class of Data Processing Technical Analyst 4. Any future replacement of one of these red-circled individuals will be at either the Supervisor or the Subject Matter Expert class. Notwithstanding the foregoing, the various employing agencies of the red-circled individuals may submit information and a request to change the status of such employees to Supervisor or Subject Matter Expert. Such request shall be submitted on or before September 1, 2007 to the Department of Administrative Services. The Union will be notified of all requests and the disposition of those requests. This item (item #10) of this Agreement is not a waiver of the rights provided under Appendix "A" of the Collective Bargaining Agreement (CSEA, P-4 Agreement).

11. By virtue of this Agreement the classes of Computer Operations Supervisor 1 and Data Processing Data Control Supervisor will be consolidated into the classification of Computer Operations Supervisor. The incumbent employees shall assume the class of Computer Operations Supervisor.

12. The class of Computer Operations Supervisor 2 shall be eliminated. The two incumbents shall be reclassified. Mr. Morris will be reclassified to Information Technical Analyst 2; Mr. Davis shall be reclassified to Data Processing Manager 1.

13. In all cases herein where employees are assuming the new consolidated classes, said employees shall be compensated in the new established class by the "round-up method" (that rate closest but not less than the employee's current rate). This will include the red-circled employees referenced in item number 6.

14. The State acknowledges that career mobility is a desired goal within the State classification systems and that it is in the interests of the workforce to facilitate mobility. Furthermore, the State recognizes that CGS Sec. 5-228 encourages the filling of vacancies first by reemployment rights (reemployments lists); promotion within the agency; from a statewide list; by original appointment.

15. Resultant of the consolidation of classes and consistent with the expressed recruitment purpose of these consolidations, all previously agreed upon classification hiring rate are deemed void and cancelled. Notwithstanding the preceding sentence, any outstanding disputes regarding the rate of hire of employees hired

prior to the implementation of this Agreement shall be resolved outside of this Agreement.

16. Consistent with the SCOPE Agreement and the practice associated with class upgrading, the new consolidated classification of Computer Operations Supervisor shall be eligible for shift differential and overtime compensation at a rate of one and one-half time for hours worked in excess of forty in any one workweek.

17. In recognition of the negotiated aspects of the IT classes herein identified, the State and the Union agree that these newly consolidated classes are exempt from the objective job evaluation process. As such these consolidated classes remain subject to collective bargaining; however, DAS shall review these classes on a five (5) year basis (each five years from the date of this Agreement). The Union will be provided with the DAS review results at which time the Union may demand its negotiating rights.

18. The effective date of this Agreement and the resultant compensation adjustments is July 6, 2007 except that employees with July annual increment dates shall have their adjustments effective June 22, 2007. Currently, those employees with July increment dates have been identified below:

Gene VanBiaricom	DEP
Elwon Rosenbaum	DOIT
Virginia Calamari	DMHAS
Richard Nucci	DOIT
Ruth Flores	DRS
Hattie Benson	DMHAS

For the State: /s/ **RL Curtis** Date: 6/28/07

For the Union: /s/ **Robert D. Rinker** Date: 6/28/07

**MEMORANDUM OF UNDERSTANDING -
Technician Positions**

The Department of Administrative services will be asked to review the technician positions within the bargaining unit to see if positions which would naturally be in their career path are unattainable because the job descriptions or requirements in such positions contain artificial barriers to promotion. DAS will report monthly to the Union and each agency about the progress of their review.

**MEMORANDUM OF UNDERSTANDING -
Transportation Bridge Safety Inspector Series**

- a. Transportation Bridge Safety Inspector 1 (P-4 Pay Plan FS-18 - No change)
 - An entry level position into Bridge Safety with 4 years' experience in Bridge Maintenance or Construction Inspection on Bridge Projects. Works under the direction of a TBSI - 3 or Transportation Engineer. Standard working test period.
 - After 2 years, automatic progression to Bridge Safety Inspector 2 with successful completion of working test period and satisfactory service rating.
- b. Transportation Bridge Safety Inspector 2 (P-4 Pay Plan FS-20a)
 - Experienced Bridge Safety Inspector but not yet to the Lead inspection level. Works under

the direction of a TBSI- 3 or Transportation Engineer.

- After 5 years of total Bridge Safety Inspector experience (other appropriate substitutions will be allowed), with other necessary qualifications, they would be eligible to apply for the Trans Bridge Safety Inspector 3.
- c. Transportation Bridge Safety Inspector 3 (P-4 Pay Plan FS-22a - No change)
 - The Transportation Bridge Safety Inspector 3 acts as the Lead Inspector for the Inspection Team as recognized by the FHWA. They are supervised by a Transportation Engineer 3 or other employee of higher grade. The TBSI- 3 is expected to lead the inspection for any size structure as required by the Department and sign off on inspection reports as the Lead.
 - Inspection Teams will consist of at least two Inspectors, one being the TBSI- 3.
 - The first 5 positions of TBSI-3 will be filled from existing Bridge Safety staff assuming that such staff applies.
 - The existing job specification will no longer include the "oversee two inspection teams" language.
 - Must have 5 years of total Bridge Safety Inspector experience (other appropriate substitutions will be allowed), with other necessary qualifications.
 - d. Effect on Bridge Safety Inspection Stipend
 - Stipend is eliminated for new employees
 - Stipend will end for current employees upon either their promotion or their reaching maximum step. This will not eliminate the stipend of any current TBSI Inspector 3.

**STIPULATED AGREEMENT
Between the
STATE OF CONNECTICUT
and the
CONNECTICUT STATE EMPLOYEES
ASSOCIATION (P-4)**

The State of Connecticut ("State") and the Connecticut State Employees Association on behalf of members of the Engineering, Scientific and Technical (P-4) Contract ("Union") hereby agree as follows:

- 1. The Department of Transportation ("DOT") shall offer full-time DOT employees within P-4 classifications, excluding those within the Bureau of Policy and Planning, a voluntary and permanent increased workweek which will be implemented on a roll-out basis as detailed below. Vacant positions shall be included in the increased workweek.

<u>Date</u>	<u>Workweek Increase</u>
First full pay period after legislative approval	2.5 hr. weekly (37.5 hours)
6/19/2009	2.5 hr. weekly (40 hours)

Paid Leave: The monthly accrual of vacation and sick leave shall be earned on the basis of the increased length of the work day on a prospective basis, starting with the first full calendar month after implementation of each permanent increase. Personal Leave balances shall be adjusted to reflect an amount equal to 3 days of personal leave consistent with the DAS General Letter No. 30 Revised entitled "Impact on an Employee's Personal Leave Time Following a Change in Employment Type."

Applicability to Other Contract Provisions: The parties intend that all contract provisions will be interpreted and applied to affected employees consistent with the increased workweek and increased workday. In order to avoid repetitive changes in various contract sections for each change in the workweek, the parties agree that all references to the seven hour work day and thirty-five hour workweek shall be applied consistent with the increased workweek then in effect for affected employees. The alternative work schedules of employees who make an election to increase will be adjusted, as appropriate and needed, to reflect the increased workweek, provided that nonexempt employees do not work more than 40 hours in a workweek as a result of an alternative work schedule.

Part-Time Employees: The above increases in the length of the workweek shall not apply to part-time employees although the State retains the right to increase the schedules of part-time employees. DOT employees may request and may be granted a part-time schedule of not less than 17 and 1/2 hours per week. As full time positions are posted within the DOT, existing part time employees who hold the title of the posted position shall have a right of first refusal for said full-time position, based on seniority, over external candidates only and provided the part-time employee possesses the requisite degree and/or licensure/certification requirements of the posted position.

Bureau of Policy and Planning: A forty (40) hour workweek may be established for full-time employees in P-4 classifications within the Bureau of Policy and Planning if the Union and the State agree in writing to do so. After July 1, 2009, either party may initiate these negotiations by notice to the other party of its interest in such negotiations. Issues unresolved by negotiations shall not be subject to arbitration and forty (40) hour workweeks shall not be established unilaterally. A forty (40) hour schedule shall not be established with individual employees on a voluntary or compulsory basis without the agreement of the Union, as outlined above.

The Office of Labor Relations shall be the State's representative in all such negotiations. If an agreement is reached between the parties to implement a forty (40) hour workweek, such agreement may be implemented without any additional legislative approval required. Any such agreement requires the signature of the Director of Labor Relations and the Executive Director of the Union.

2. Disputes regarding the terms of this Agreement shall be handled under the general or unit-specific grievance processes described in Section Six of the SCOPE Agreement.

For the State: /s/ Christine Cieplinski Date: 10/31/08

For DOT: /s/ Vicki Arpin Date: 10/31/08

For the Union: /s/ David Glidden Date: 10/30/08

**STIPULATED AGREEMENT
Between the
STATE OF CONNECTICUT
and the
CONNECTICUT STATE EMPLOYEES
ASSOCIATION (P-4)**

In resolution of the claims raised in the P-4 Institutional grievances referenced in this Agreement and the pending P-4 SCOPE appeals concerning the classes referenced in this Agreement as used within the Department of Transportation ("DOT"), the State of Connecticut ("State") and the Connecticut State Employees Association ("Union") hereby agree as follows.

1. The State will consolidate the parentheticals for all Transportation Engineer classifications into two (2) parentheticals: (Engineer) and/or (Construction Engineer). The following identifies how the State consolidated the existing parentheticals:

ENGINEER	CONSTRUCTION ENGINEER
ADMINISTRATIVE (Central Office)	ADMINISTRATIVE (Districts)
BRIDGE DESIGN	CONSTRUCTION
DRAINAGE	RESEARCH (Rocky Hill Materials Lab)
ELECTRICAL FOUNDATIONS HIGHWAY DESIGN HYDRAULICS TRAFFIC UTILITIES	SURVEYS
RESEARCH (Office of Research)	
PAVEMENT MGMT	

2. The State will implement a job specification for Transportation Engineer Trainee which will be compensated at ES 18 and will not be submitted for review by the Master Evaluation Committee. The classification of Transportation Engineer Trainee will have a hiring rate of Step 5. The current classification rates of hire for other P-4 Engineer Intern classifications shall remain in force as provided for in the P-4 contract. Current DOT employees in the title of Engineer Intern will be reclassified as Transportation Engineer Trainees.

3. The attached job specification for the position of Transportation Engineer Trainee sets forth the degree or certificate/licensure qualifications for this position.

4. Individuals serving in the classification of Transportation Engineer Trainee will automatically progress to salary grade ES 18, step 7 effective the first pay period following completion of one (1) year of actual service as a Transportation Engineer Trainee.

5. Individuals serving in the classification of Transportation Engineer Trainee will automatically progress to the classification of Transportation Engineer 1 (grade ES 21, step 4) effective the first pay period following completion of two (2) years of actual service as a Transportation Engineer Trainee without having to take and pass an employment examination offered by the Department of Administrative Services.

6. A Transportation Engineer Trainee or an external hire may be eligible for placement as a Transportation Engineer 1, before completion of a two (2) year training program, upon passing an employment examination for such position offered by the Department of Administrative Services. If the individual passes the examination, the trainee/candidate will be placed at ES 21, Step 4.

7. As reflected on the attached job specification, the classification of Transportation Engineer 1 will reflect the parenthetical designations of (Engineer) and (Construction Engineer) and will receive a salary grade upgrade effective January 4, 2008 (after the effective date of the Annual Increment) from ES 20 to ES 21. The classification of Transportation Engineer 1 will have a hiring rate of Step 4. The salaries of employees affected by this adjustment will be calculated using the round up method. Any current employee who is below Step 4 shall have his/her rate of pay increased to Step 4.

8. Individuals in the classification of Transportation Engineer 1 will be promoted by reclassification to the classification of Transportation Engineer 2 effective the day of the first pay period following completion of one (1) year of actual service as a Transportation Engineer 1. No individual may be promoted by reclassification to a Transportation Engineer 2 prior to the first day of the pay period in January 2009. This provision modifies and supersedes the Memorandum of Agreement contained with the P-4 contract entitled "Criteria for Promotion to Working Level Engineer in Construction" with respect to the MOA's application to the "Transportation Engineer series" but does not supersede or otherwise affect the MOA's application to the Construction Inspector series.

9. As reflected on the attached job specification, the classification of Transportation Engineer 2 will reflect the parenthetical designations of (Engineer) and (Construction Engineer) and will receive a salary grade upgrade effective January 4, 2008 (after the effective date of the Annual Increment) from ES 22a to ES 23a and will have a hiring rate of Step 4. Any current employee who is below Step 4 shall have his/her rate of pay increased to Step 4. The salaries of employees affected by this adjustment will be calculated using the round up method. Consistent with Article 19, Section 5, "employees in a classification assigned to a salary group sub-category designated by the letter "a" shall proceed through that salary group and then shall proceed to the maximum salary of the next salary group." The attached job specification Transportation Engineer 2 eliminates the word "GEODETIC" from the examples of duties section.

10. Effective the first day of the pay period following July 1, 2008, a Transportation Engineer 2 (Construction Engineer) who is or who is thereafter assigned Chief Inspector duties on a construction Project that has an original contract value of at least \$10 million will receive a \$100 per pay period stipend for these duties. Effective the first day of the pay period following July 1, 2012, the \$100 per pay period stipend will only be paid to a Transportation Engineer 2 (Construction Engineer) who is or is thereafter assigned Chief Inspector duties on a construction Project that has an original contract value of at least \$12 million. Notwithstanding the above sentence, employees who were receiving the stipend under the \$10 million standard will continue to receive the stipend until the completion of his/her Project.

11. As reflected on the attached job specification, the classification of Transportation Engineer 3 will reflect the parenthetical designations of (Engineer) and (Construction Engineer) and will receive a salary grade upgrade effective January 4, 2008 from ES 26 to ES 27a. Consistent with Article 19, Section 5, "employees in a classification assigned to a salary group sub-category designated by the letter "a" shall proceed through that salary group and then shall proceed to the maximum salary of the next salary group." Additionally, the individuals listed on the attached CHART entitled "*Transportation Engineer 3- Lump Sum Payment Chart*" will receive a lump sum payment in the amount specified on the Chart.

12. Current Incumbents of the classifications of Engineer Intern within the Department of Transportation, Transportation Engineer 1 or Transportation Engineer 2 who do not possess the degree or certification/licensure qualification requirements set forth in the attached job specifications may be considered by the DOT for promotion up to and including the level of Transportation Engineer 3. The parties acknowledge, however, that the DOT may give preference to those applicants, both internal and external, to these classifications who possess the requisite degree and/or licensure/certification requirements as detailed on the attached job specifications. In order to be considered a current incumbent, the employee must be actively employed by the DOT in one of the specified classifications as of September 30, 2008.

13. As reflected on the attached job specification, the classification of Transportation Supervising Engineer will reflect the parenthetical designations of (Engineer) and (Construction Engineer) and will receive a salary grade upgrade effective January 4, 2008 from ES 29a to ES 30a. Consistent with Article 19, Section 5, "employees in a classification assigned to a salary group sub-category designated by the letter "a" shall proceed through that salary group and then shall proceed to the maximum salary of the next salary group." Additionally, the individuals listed on the attached CHART entitled "*Transportation Supervising Engineer - Lump Sum Payment Chart*" will receive a lump sum payment in the amount specified on the Chart.

14. As reflected on the attached job specification, the classification of Transportation Principal Engineer will reflect the parenthetical designations of (Engineer) and (Construction Engineer), will continue to be compensated at ES 32a and will not be submitted for review by the Master Evaluation Committee.

15. Except as otherwise provided herein, all internal and external candidates for the classifications of Transportation Supervising Engineer and higher must possess the requisite Professional Engineer (PE) or Professional Land Surveyor (PLS) State of Connecticut certification/licensure as specified on the attached job specifications. Current incumbents of the classification of Transportation Supervising Engineer and Transportation Principal Engineer who do not possess the requisite PE or PLS license/certification shall remain in position, but shall not be eligible for promotion unless such qualifications are obtained. Said incumbents shall continue to be eligible for lateral transfer opportunities. The DOT may give preference to those applicants both internal and external who possess the requisite degree and/or license/certification requirements. In order to be considered a current incumbent, the individual must be actively employed by the DOT as either a Transportation Supervising Engineer or Transportation Principal Engineer as of September 30, 2008.

16. The State agrees that because the PE/PLS license/certification will be required as specified on the attached job specifications for the classifications of Transportation Supervising Engineer and Transportation Principal Engineer, the State will reimburse on a prospective basis employees actively employed by the DOT in these titles for the annual certification/licensure fee charged by the State of Connecticut for obtaining or renewing the PE or the PLS license/certification obtained on and after January 4, 2008. The State will reimburse eligible employees consistent with Article 40 of the P-4 Contract.

17. The State will implement a non-competitive job specification for Transportation Engineer Technician Trainee which will be limited to the *Construction Engineer* parenthetical. The classification of Transportation Engineer Technician Trainee will be compensated at ES 14 and will not be submitted for review by the Master Evaluation Committee. The classification of

Transportation Engineer Technician Trainee will have the qualifications specified on the attached job specification.

18. Individuals in the classification of Transportation Engineer Technician Trainee will be promoted by reclassification to the competitive classification of Transportation Engineer Technician effective the first day of the pay period following completion of one (1) year of actual service as a Transportation Engineer Technician Trainee. No individual may be promoted by reclassification to a Transportation Engineer Technician prior to the first day of the pay period in January, 2009.

19. The State will revise and retitle the existing job specification of "Engineering Technician - (Civil) and (Electronic)" to Transportation Engineer Technician. The classification of Transportation Engineer Technician will receive a salary grade adjustment from ES 14 to ES 16 effective January 4, 2008 and will not be submitted for review by the Master Evaluation Committee.

20. Incumbents in the existing classifications of Transportation Engineer in Training 2 and Transportation Engineer in Training 3 will be promoted by reclassification to the classification of Transportation Engineer Technician. These promotions by reclassification will be effective on January 4, 2008 (after the effective date of the Annual Increment).

21. The State will abolish the job classifications of Transportation Engineer in Training 1, 2 and 3.

22. The classification of Transportation Bridge Safety Inspector 1 will continue to be compensated at ES 18 and will not be submitted for review by the Master Evaluation Committee.

23. The parties understand and agree that individuals in the classification of Transportation Bridge Safety Inspector 1 will automatically progress to the classification of Transportation Bridge Safety Inspector 2 effective the first day of the pay period following completion of one (1) year of actual service as a Transportation Bridge Safety Inspector 1. No individual may be promoted by reclassification under this automatic progression provision to a date prior to January 4, 2008 (after the effective date of the Annual Increment).

24. The classification of Transportation Bridge Safety Inspector 2 will continue to be compensated at ES 20 and will not be submitted for review by the Master Evaluation Committee.

25. The State will implement a job specification for Transportation Bridge Safety Inspector 3 effective October 10, 2008. The classification of Transportation Bridge Safety Inspector 3 will be compensated at ES 22a and will not be submitted for review by the Master Evaluation Committee. Consistent with Article 19, Section 5, "employees in a classification assigned to a salary group sub-category designated by the letter "a" shall proceed through that salary group and then shall proceed to the maximum salary of the next salary group."

26. The classification of Transportation Bridge Safety Inspector 3 will be eligible for a stipend under the same terms and conditions outlined in the memorandum contained within the P-4 contract entitled "*MEMORANDUM OF AGREEMENT - STIPENDS*"

27. Current incumbents of the classifications of Transportation Materials Technician 2 and Transportation Materials Technician 3 assigned to the DOT's Rocky Hill Laboratory who previously held the title of Transportation Engineer 1 or 2 in state service will be reclassified to the title of Transportation Engineer 2 effective May 9, 2008, provided that the employee being reclassified satisfies the requisite degree or licensure/certification requirements of the classification of Engineer Trainee set forth on the attached job specification.

28. Current incumbents of the classifications of Transportation Materials Technician 2 and Transportation Materials Technician 3 assigned to the DOT's Rocky Hill Laboratory who have NOT previously held the title of Transportation Engineer 1 or 2 in state service, but who meet the requisite degree or licensure/certification requirements of the classification of Engineer Trainee will be eligible for appointment to vacancies in the title of Transportation Engineer 2 (Construction Engineering) upon passing an employment examination administered by the Department of Administrative Services for the classification of Transportation Engineer 2 (Construction Engineering).

29. The employees referenced in paragraph 27 who are reclassified to the title of Transportation Engineer 2 are subject to transfer outside of the Rocky Hill Laboratory to perform work commensurate with the Transportation Engineer 2 job specification without right of appeal.

30. No later than March 26, 2009, the DAS will conduct an audit of the duties performed at the Rocky Hill Laboratory to determine whether the work performed at the Rocky Hill Laboratory is Technician work or Engineering work.

31. The State will slot employees currently holding the title of Transportation Materials Testing Engineer into the classification of Transportation Engineer 3 (Construction Engineer) effective January 4, 2008 (after the effective date of the Annual Increment) and the salaries of these employees will be calculated using the round up method. The State will abolish the classification of Transportation Materials Testing Engineer.

32. The State will slot employees currently holding the title of Transportation Supervising Materials Testing Engineer into the classification of Transportation Supervising Engineer (*Construction Engineer*) effective January 4, 2008 (after the effective date of the Annual Increment) and the salaries of these employees will be calculated using the round up method. The State will abolish the classification of Transportation Supervising Materials Testing Engineer.

33. The State will promote by reclassification the current incumbent of the classification of Transportation Survey Party Chief (ES20) to a Transportation Engineer 2 (Construction Engineering) effective January 4, 2008. The State will abolish the classification of Transportation Survey Party Chief.

34. The State will promote by reclassification the current incumbent of the classification of Transportation Photogrammetrist 3 to a Transportation Engineer 2 (Construction Engineering) effective January 4, 2008. The State will abolish the classification of Transportation Photogrammetrist 3.

35. The classification of Transportation Photolog Supervisor will receive salary grade adjustment effective January 4, 2008 from ES 26a to ES 27a using the round up method. Consistent with Article 19, Section 5, "employees in a classification assigned to a salary group sub-category designated by the letter "a" shall proceed through that salary group and then shall proceed to the maximum salary of the next salary group." The State will Red Circle the classification of Transportation Photo log Supervisor with respect to use and pay grade.

36. The DOT shall offer full-time DOT employees within P-4 classifications, excluding those within the Bureau of Policy and Planning, a one-time opportunity to volunteer for an increased workweek as follows:

<u>Date</u>	<u>Workweek Increase</u>
11/21/2008	2.5 hr. weekly (37.5 hours)
6/19/2009	2.5 hr. weekly (40 hours)

The DOT will solicit eligible volunteers for this increased workweek using the attached FORM which must be signed by the employee, witnessed by a union steward and returned to the DOT's Human Resource Office on or before November 14, 2008. Eligible employees who do not submit a form will be deemed to have opted to continue to work a 35 hour workweek. However, if an employee fails to submit the form by November 14, 2008 due to a leave of absence, said employee will have ten (10) working days upon his/her return from leave to submit the form. Nothing in this Agreement shall be construed to limit the State's right to require employees, including those who decline the above opportunity, to work increased work hours consistent with the P-4 Collective Bargaining Agreement. Exempt and non-exempt employees who opt for the increased workweek consistent with the foregoing process will earn pay at straight time for the weekly hours worked up to and including 40 hours, but will continue to earn vacation, sick and personal leave accruals on the basis of a 35 hour workweek.

For hours worked that exceed 40 on a weekly basis, the DOT will compensate employees consistent with the terms of the P-4 Collective Bargaining Agreement, namely exempt employees will earn compensatory time, as applicable, and non-exempt employees will be paid at time and one-half their regular hourly rate of pay consistent with Article 17.

The alternative work schedules of employees who make an election to increase will be adjusted, as appropriate and needed, to reflect the increased workweek, provided that nonexempt employees do not work more than 40 hours in a workweek as a result of an alternative work schedule.

The Parties understand and agree that once an eligible employee elects to work an increased workweek by submitting the attached form, the election cannot be changed. Employees may not elect to remain at 37.5 hours.

The DOT may in its discretion treat positions that are vacant on or after the execution of this agreement as included in the increased workweek consistent with the schedule referenced above, but subject to the limitations set forth below. In these instances, the employee who fills such a position will not be afforded an election opportunity.

In executing this Agreement, the State, acting through the Office of Policy and Management (OPM), grants to the DOT express and continuous authority to lift the overtime cap as contemplated by Article 17 until such time as the state legislature approves the Parties' separate agreement for an increased workweek. The DOT's authority with respect to the lifting of the overtime cap is limited to the pool of employees who voluntarily elect to work the increased hours and must be exercised consistent with the dates of workweek increases specified above.

If the state legislature rejects the Parties' separate agreement for an increased workweek, this Agreement shall be deemed to constitute express and continuous authority from the OPM to the DOT to lift the overtime cap as contemplated by Article 17 of the P-4 Contract unless and until the OPM notifies the DOT in writing that such authority is no longer granted. Employees affected by such a withdrawal of OPM authority will be afforded fifteen (15) calendar days advance notice of any decrease in work hours. The OPM has exclusive discretion to exercise such authority and any issues that may arise relating to any such withdrawal of OPM authority will not be grievable or arbitrable in any forum. The DOT's authority with respect to the lifting of the overtime cap is limited to the pool of employees who voluntarily elect to work the increased hours and must be exercised consistent with the dates of workweek increases specified above.

37. Nothing in this Agreement shall be construed as a limitation of the State's rights with respect to position classification as set forth in C.G.S. Section 5-206 et seq.

38. The State shall not be liable and the Union shall make no claim for any interest on any payments that are to be made retroactively or otherwise pursuant to this Agreement.

39. This Agreement is not a limitation on the State's ability to use existing class evaluations in future studies of classifications referenced herein.

40. The job specifications referenced herein will not be submitted for review by the Master Evaluation Committee.

41. Classifications referenced in this Agreement are exempt from the objective job evaluation process. These classes remain subject to collective bargaining; however the Department of Administrative Services (DAS) shall review these classes on a five (5) year basis (each within five years from September 26,2008). The Union will be provided with the DAS review results at which time the Union may demand its negotiating rights.

42. The SCOPE appeals for the classifications discussed herein (OLR No. 15-3462; Union Code 13,516; OLR No. 15-3469; Union Code 13,509; OLR No. 15-3470; Union Code 13,508; OLR No. 15-3460; 13,517; OLR No. 15-3459; 13,518) as well as all related grievances and/or reevaluation request shall be considered resolved and withdrawn by this Agreement. Additionally, this Agreement resolves all outstanding issues and claims regarding the retroactivity of salary grade adjustments for all positions discussed herein.

43. Disputes regarding the terms of this Agreement shall be handled under the general or unit-specific grievance processes described in Section Six of the SCOPE Agreement.

For the State: /s/ Christine Cieplinski Date: 10/31/08

For DOT: /s/ Vicki Arpin Date: 0/31/08

For the Union: /s/ David Glidden Date: 10/30/08

Amendment to the Stipulated Agreement signed in October, 2008 above:

1. The job classifications of Transportation Engineer 1 and Transportation Engineer 2 will retain their parenthetical designations of (Engineering) and (Construction Engineering). Incumbents in either parenthetical will be deemed eligible to apply for lateral transfer to the other parenthetical provided they meet the minimum qualifications of the job specification.

2. The job specifications of Transportation Engineer Trainee, Transportation Engineer 1 (Construction Engineering), and Transportation Engineer 2 (Construction Engineering) shall include the General Experience Substitutions of: At least a Level III Certification in the Civil Engineering Technology-Transportation Highway Materials and at least a Level III Certification in the National Society of Professional Surveyors technician program.

3. Individuals serving in the classification of Transportation Engineer Trainee will automatically progress to the classification of Transportation Engineer 1 (grade FS 21, step 4) effective the first pay period following completion of one (1) year of actual service as a Transportation Engineer Trainee provided that no unsatisfactory service rating has been received prior to that time.

4. Individuals in the classification of Transportation Engineer 1 will be promoted by reclassification to the classification of Transportation Engineer 2 effective the day of the first pay period following completion of two (2) years of actual service as a Transportation Engineer 1 provided that no

unsatisfactory service rating has been received while in the Transportation Engineer 1 job class.

5. A Transportation Engineer 1 will be eligible earlier for promotion by reclassification to Transportation Engineer 2 after completion of one (1) year of satisfactory performance in a Transportation Engineer 1 classification, provided that he or she meets the minimum qualifications of the Transportation Engineer 2 job specification and has demonstrated to the satisfaction of the employer the ability to perform the duties and responsibilities of the Transportation Engineer 2 classification. If the individual is promoted by reclassification, he or she will be placed at FS 23a, Step 4.

**STIPULATED AGREEMENT
Between the
STATE OF CONNECTICUT
and the
CONNECTICUT STATE EMPLOYEES
ASSOCIATION (P-4)**

In resolution of the claims raised in the P4 Institutional grievances referenced in this Agreement and all other P-4 SCOPE appeals and/or related class reevaluation grievances concerning the classes referenced in this agreement, the State of Connecticut ("State") and the Connecticut State Employees Association ("Union") hereby agree as follows:

1. The State will implement a job specification for Public Works Associate Project Manager which will be compensated at ES 29 and will not be submitted for review by the Master Evaluation Committee.

2. Effective October 12, 2007, the State will promote by reclassification no less than four (4) existing employees in the classification of Public Works Assistant Project Manager to the Public Works Associate Project Manager classification. In addition, within the eighteen (18) month period following the signing of this Agreement, the State will create and fill no less than four (4) additional positions at the level of Public Works Associate Project Manager. One (1) of these four (4) positions will be filled by Thomas Suprenant, provided he obtains the appropriate certification. If he does not obtain the appropriate certification, the State may seek an external candidate. Another one (1) of these four (4) positions will be filled by a qualified internal candidate, other than Mr. Suprenant. The remaining positions will be filled using the State's merit system. Nothing in this Agreement shall be construed as a waiver of the rights of employees in the classification of Public Works Assistant Project Manager from filing reclassification appeals as provided for under Appendix A of the P-4 Collective Bargaining Agreement.

3. The Public Works Project Manager classification will be designated at ES 31a effective October 12, 2007. Consistent with Article 19, Section 5, "employees in a classification assigned to a salary group sub-category designated by the letter "a" shall proceed through that salary group and then shall proceed to the maximum salary of the next salary group."

4. The Public Works Supervisor classification will receive a salary upgrade effective October 12, 2007 from ES 32 to ES 33. The salaries of employees will be calculated using the round up method. The position currently encumbered by James Sinclair will continue to be Red Circled. Prior to any salary upgrade, two (2) incumbents of this job classification will be offered the opportunity to be promoted by reclassification to Managers in the title of Public Works Assistant Director of Project Management (Class Code 6690).

These employees are Ken Quimby and Don Ouillette. If either or both of these employees reject this reclassification opportunity,

he/they shall receive the one salary grade upgrade to ES 33 effective October 12, 2007 referenced above, but the respective position will be converted to the above-referenced managerial classification when it becomes vacant. If the employees elect to remain in the bargaining unit, the DPW agrees to continue to request that the OPM grant it authority to pay (straight time) overtime to the positions currently encumbered by Ken Quimby and Don Ouillette consistent with Article 17, Section 3 (2)(b) of the P4 contract and to the extent that there is sufficient work to justify said request. The parties acknowledge that two (2) currently vacant Public Works Supervisor positions will be immediately converted to the managerial classification.

5. The Public Works Assistant Project Manager will continue to be compensated at ES 26 and will not be submitted for review by the Master Evaluation Committee.

6. Classifications referenced in this Agreement are exempt from the objective job evaluation process. These classes remain subject to collective bargaining; however the Department of Administrative Services (DAS) shall review these classes on a five (5) year basis (each five years from the date of this Agreement). The Union will be provided with the DAS review results at which time the Union may demand its negotiating rights.

7. The SCOPE appeals, class reevaluation appeals and/or related grievances for the classifications discussed herein (OLR No 15-3464; UNION CODE: 13,514; OLR No. 15-3463; UNION CODE 13,515) shall be considered resolved and withdrawn by this Agreement. Additionally, this Agreement resolves all outstanding issues and claims regarding the retroactivity of salary grade adjustments for the position of Public Works Project Manager.

8. Disputes regarding the terms of this Agreement shall be handled under the general or unit-specific grievance processes described in Section Six of the SCOPE Agreement.

For the State: /s/ Christine Cieplinski Date: 3/18/08
For DPW: /s/ Raeanne Curtis Date: 3/18/08
For the Union: /s/ David Glidden Date: 3/17/08

**CONNECTICUT AGRICULTURAL EXPERIMENT
STATION CONTRACT - [P4 ADDENDUM]**

PREAMBLE

The Station exists to provide trustworthy information and analyses freely and to make useful discoveries. All associated with the Station will always perform in a manner that increases the trust of the citizens in the information and analyses of the Station and in the originality, soundness and utility of its discoveries. They shall strive to maintain their intellectual capacity fully for these tasks and to commit themselves to the scholarly pursuit of knowledge.

**ARTICLE 1 - ADOPTION OF OTHER CONTRACT
PROVISIONS**

Provided said provisions do not diminish the authority and power of the Board of Control of The Connecticut Agricultural Experiment Station (Statutory Authority Section 22-79 to 22-81 of the General Statutes), the employer agrees to adopt those provision agreed to in the Engineering, Scientific and Related Technical Unit (P-4) except those items pertaining to the following:

1. Grievance Procedure
2. Hours of Work
3. Overtime
4. Layoff

**ARTICLE 2 - MANAGEMENT RIGHTS OF THE BOARD
OF CONTROL**

The authority and power of the Board of Control of The Connecticut Agricultural Experiment Station are described in Sections 22-79 to 22-81 and nothing in this Addendum shall diminish that authority and power except as restricted by this Addendum.

Within four business days of their approval by the Secretary, the Minutes of Board meeting will be posted at the Station and a free copy given to the Association.

ARTICLE 3 - JOB DESCRIPTIONS

Each employee shall receive a copy of the job description in which he or she serves, and any changes thereafter. When an employee changes to a different classification he or she shall receive the job description for the new classification. Each new employee shall receive at hiring the job description of the classification for which hired. A set of Station job descriptions will be available at both New Haven and Windsor laboratories.

**ARTICLE 4 - JOB OPENINGS AND RIGHT OF
TRANSFER**

The employer shall cause to be posted, on the DAS website, all State open examination announcements and all statewide promotional examination announcements. The employer will post, as indicated above, notices of vacancies for scientists and technicians at the Station, along with the necessary qualifications and instructions for applying for such positions. Such notices will be posted at the Station at least five working days prior to the dissemination of such notices to the public.

If an employee makes application for a vacant position within the Station, or another State agency, such action shall not be viewed with prejudice by the employer. The rate of pay on transfers will be in accordance with standard State personnel regulations.

ARTICLE 5 - EMPLOYEE HANDBOOK

Not later than thirty (30) days after receipt of same at the agency, each employee will be given a link to (1) a copy of the prevailing contract, (2) State Policies, and (3) any general

instructions issued by the employer to implement the provisions of the contract. Further necessary instructions on autos, purchasing, library, etc., will be available in suitable places.

**ARTICLE 6 - ASSOCIATION-COUNCIL
COMMITTEE**

An Association-Council Committee shall be established. Its purpose shall be to encourage the exchange of ideas between management and staff concerning the goals of the Experiment Station and the equitable and effective operation of the Station, to clarify the responsibilities of the staff towards these goals, to encourage professional development, and to provide for the functions of a Labor Management Committee. The Committee shall consist of up to four members of the Station Council and four members of the Staff Association. The Committee shall be formed and able to transact business within 30 days after the effective date of this Addendum. A chairperson of the Committee shall be elected at the first meeting by a majority vote. The appointment shall rotate equally between management and staff. The Committee shall meet at least quarterly but any two members of the Committee may request a meeting on a specific topic and this meeting shall be called by the chair within 15 days. The Committee may establish subcommittees comprised of Committee members to consider specific topics, such as health and safety, or to consider specifically Labor-Management issues. When deemed appropriate, the Committee may request information from the Director or the Board of Control through the Director or may convey information to the Director or the Board of Control in writing. A majority vote of the Committee shall suffice to carry out these actions.

The following subjects are considered appropriate for continuing review by the Association Council Committee all topics appropriate to Labor-Management Committees, as provided in the P4 contract, and including problems of safety and safety awareness, professional status and career expectations of the staff, the desirability of research grants; the desirability of flexibility in work schedules and in use of sabbatical and related leaves, the polarities inherent in the Station's mission. The Committee shall not infringe on the rights and obligations of management to arrive at decisions affecting the Station.

Participating Station employees will attend meetings of said Committee without loss of pay or benefits.

Business relating to Labor-Management issues that cannot be resolved by this Committee may be referred to the P-4 Labor-Management Committee for resolution.

**ARTICLE 7 - REPRESENTATION AT MEETINGS OF
THE BOARD OF CONTROL**

If the Board of Control invites one representative of the Association of Scientific and Technical staff to attend public meetings of the Board, such staff may attend without loss of pay or benefits. At the discretion of the Board, the staff representative may participate in discussion of issues of concern to the staff.

If the Staff Association wishes to bring an issue(s) to the attention of the Board, their representative will notify the Director in advance and discuss the issue(s) with him. Following such discussion, the Association may request that the Director arrange for their representative to present the issue(s) to the Board at the next public meeting. The Association agrees that any presentation will be brief and will be scheduled during the meeting at the convenience of the Board.

ARTICLE 8 - AUTHORSHIP - RIGHT TO PUBLISH

The Station encourages every staff member to contribute as fully as they can to the service and research provided for Connecticut. Authorship on a published scientific report is the recognition of a substantial and original intellectual contribution to discovery and should be awarded without consideration of rank when such a contribution has been made. Membership in a scientific society is not a prerequisite to authorship. The ability to present a lucid account of the research and discoveries should be considered a prerequisite to authorship.

The responsibility for determining the authorship of a paper rests with the scientist leading the investigation. However, before such determination is made, the matter will be discussed with the appropriate chief scientist.

ARTICLE 9 - CONTINUING EDUCATION

The employer encourages technicians and scientists of the Station to pursue college level courses when such study will improve or expand the technical-professional skills related to their job assignment or improve the employee's chances of upward mobility.

When the employee receives approval to attend such courses during work hours, time lost during such hours may be made up at a mutually agreeable time.

ARTICLE 10 - EMPLOYEE EXPENSES

Scientists may attend scientific and technical meeting in their specialty during normal working hours and reasonable periods, if they and the appropriate chief scientists are convinced of the worth of the meeting to the work of the Station.

In addition, to aid in the reporting of work of the Station, and to keep the scientists abreast of progress elsewhere, the Station shall, insofar as funds and financial controls permit, assist Station scientists in attending at scientific meetings appropriate to their work each year. It is expected that agency approved travel will be paid for using extramural grant funding when available. When extramural funding is not available for agency approved travel the Station will reimburse the necessary travel expenses incurred according to State regulations and within available resources. If research reports or "papers" or "posters" are presented at the meetings, the Station scientists shall present a well-prepared report of current research at the Station and at the meeting shall seek suggestions regarding the research from other scientists. On returning to the Station, scientists shall share with their colleagues the information gained at meetings.

All travel will be arranged so that the accomplishment and supervision of the work at the Station will not suffer but will be advanced by the inflow of ideas.

Staff traveling on Station business will receive repayment of expenses in accordance with State regulations.

ARTICLE 11 - GRANTS

When a strategic opportunity is found for the Station to pursue a problem of great practical or scientific significance or to solve a problem of importance to the people of Connecticut and money beyond the funds of the Station is clearly critical to speed the solution by purchasing supplies, equipment, temporary assistance, or necessary travel directly related to the research, a grant to the Board of Control may be sought.

A request may be initiated by the principal scientist(s) by discussing a proposal outline with the appropriate Chief Scientist(s). If the desirability of the grant is considered questionable, the matter will be discussed with qualified members of the Station Council and Staff designated by mutual agreement of the principal scientist(s) and appropriate Chief Scientist(s). The

purpose of these discussions is to clarify the scientific aspects of the proposal, its significance, and the advantages and disadvantages consequent to its implementation and to promote understanding about decisions concerning grants. A written memorandum indicating the administrative decision and, in the case of rejection, the pertinent reasons for the decision and, in the case of rejection, the pertinent reasons for the decision will be sent to the scientist(s).

The proposal will be prepared by the principal scientist(s) in concert with or with the approval of the chief scientist(s), and will, where possible, be drawn to encourage team work among staff and among departments, and will request adequate overhead or indirect costs. If approved by the Board, the proposal will be submitted to a foundation or other grantor that will not have a specific commercial interest in the outcome of the investigation. If the money is granted, it will be expended in the same fashion as other money of the Station but upon the proposed research. People hired for and paid by the granted funds will be employed on contract and laid off when the money is exhausted.

The decision to determine the feasibility of the grant shall be neither grievable nor arbitrable.

ARTICLE 12 - GRIEVANCE PROCEDURE

The employer agrees to adopt those regulations agreed to in the P-4 contract pertaining to employee grievances with the following exception:

At Step I - the Department Head

Step II - Director

Step III - Board of Control - A committee of the Board will hear Step III grievances; the

Director will not serve on this committee if he heard the grievance at Step II.

Step IV - Arbitration

Either the Director or Union may request the Undersecretary for the Office of Labor Relations or designee to hear the grievance at Step III.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

The Board of Control of The Connecticut Agricultural Experiment Station retains the right to establish, modify, and change work schedules to meet the needs of its operations. Such work schedules shall not be adjusted in an arbitrary or capricious manner. The normal work week is Monday through Friday for the hours of 8:30 a.m. to 4:30 p.m. including a one hour unpaid lunch period. However, agricultural research at times requires hours of work adjusted to the seasons or to biological cycles. The scientists of the Station, who plan most of the work, will strive to arrange the work so that technicians may arrive and depart at laboratories or plots at normal hours. When, however, the season or biology require irregular hours, the scientist(s) leading the investigation will work as many and as irregular hours, as the technicians do and a special work schedule for any needed technician will be arranged with the knowledge and approval of the chief scientist, provided that the technician agrees to the schedule.

Normally, no more than 35 hours per week will be required of a technician. Technicians, when requested by a supervisor or directed by the Chief Scientist to work in excess of 35 hours per week, shall receive compensatory time on an hour for hour basis for any hours over 35 but less than 40 hours per week. If a technician is asked to work on Saturday, Sunday, a holiday, or in excess of 40 hours per week, he/she shall receive 1 and 1/2 hours of compensatory time for each hour of such work. Such compensatory time must be taken at a time convenient to both the technician and the Station within six (6) months of accrual. If no

agreement can be reached within six (6) months of accrual, the Station may, at its discretion, schedule the use of compensatory time or pay the accrued compensatory time at a straight time rate. Technicians, when directed by the Chief Scientist to work in excess of 35 hours per week, shall receive overtime pay at the straight time rate for hours over 35 but under 40 hours per week. If a technician is directed to work on Saturday, Sunday, a holiday, or in excess of 40 hours per week, he/she shall receive overtime pay at time-and-one-half for each hour of such work.

Normally, scientists are expected to be in laboratories or plots during regular working hours and to work at such other times as their work requires. Scientists will, with the prior approval of the department's chief scientist, receive compensatory time on an hour for hour basis for any hours over 35 hours but less than 40. If a scientist is directed to work on Saturday, Sunday, a holiday or in excess of 40 hours per week, he/she shall receive 1 and ½ hours of compensatory time for each hour of such work, unless he or she is above the overtime cap in which case the compensatory time shall be on an hour for hour basis. Such compensatory time must be taken at a time convenient to both the scientist and the Station within six (6) months of accrual. If no agreement can be reached within six (6) months of accrual, the Station may, at its discretion schedule the use of compensatory time or pay the accrued compensatory time at straight time rate. However, the Station expects that the scientists will maintain their intellectual capacities for accurate and original work and does not expect they will be asked to work or will themselves schedule their work in a fashion that will exhaust themselves or cause hardship on their families.

Flexible work schedules may be discussed and implemented at the agency level to meet the needs of the employee(s) as well as agency operating needs.

ARTICLE 14 - OTHER LEAVES OF ABSENCE

The Board of Control reserves its right to grant leaves of absence with full pay, partial pay or no pay when such leave is determined to be in the best interest of the Station and the individual.

ARTICLE 15 - OUTSIDE EMPLOYMENT

If Staff members wish to work at other jobs while retaining their full-time jobs at the Station, they shall seek employment outside working hours which is not in conflict with their position at the Station, where their independence of judgment at the Station will not be impaired, and where they are not paid a profit from services or analyses freely offered by the Station. They shall beware ensure that their outside employment does not use Station facilities or supplies, involve colleagues at the Station nor impair their own intellectual capacity for trustworthy service or pioneering research at the Station.

They should comply fully with the Code of Ethics, Section 1-66 through 1-78, Connecticut Statutes.

The Station encourages its scientists to impart their unique knowledge to students as well as scientists and laymen as though occasional lectures or seminars or through membership on committees to guide and examine graduate students.

If outside normal working hours, staff wishes to teach courses for which their knowledge is not unique, they shall not involve colleagues nor employ Station facilities or supplies, they shall not encourage students to call upon the Station, and they shall strive to reduce the impact of their outside activity upon their intellectual capacity for trustworthy service or pioneering research at the Station.

The Station encourages and aids its employees in pioneering research and scholarship, including the publication of that research and scholarship in scientific and popular journals,

Station publications, and in books. The Station will pay reasonable costs of publication as reprint or page charges or cost of a Station publication. Employees may keep royalties from any scholarly publication of their research.

The Station encourages and aids its scientists in verbal reporting of their scholarship and research at the Station. The reports may take the form of lectures, speeches, or seminars before scholarly societies, academic groups, agricultural gatherings or service clubs. Within the State, transportation will be furnished, and Station staff shall report or inform citizens of the State freely and without accepting any money or substantial gift.

The Station encourages its scientists to report their research outside Connecticut, too, for science advances by wide and free communications and criticism of results and conclusions. Scientists need not take vacation to report their work to technical or learned groups and may accept travel expenses so long as the absence cannot be reasonably thought to deplete the time for research at the Station, and the forum is clearly a serious one.

In addition, the Station shall strive to aid each scientist financially to report his/her research at learned or agricultural societies.

The Station does not aid its staff in undertakings, as writing or art, unrelated to their individual research at the Station. The staff will employ neither Station facilities nor material in outside activities, nor will they involve colleagues in such activities during working hours. They shall not sell information or services that citizens normally receive freely from the Station.

ARTICLE 16 - SABBATICAL

Since 1929, the Station has granted sabbatical leave to scientists. Since most Station scientists have full time for research and scholarship, it is recognized that the reasons for granting leave from a research institute and university differ. A sabbatical leave may provide the opportunity for the scientist to expand his capacities by collaborative research with an outstanding scientist, establish a long-term reciprocal research relationship, learn techniques (by long or short-term visits) needed for work already in progress, or gain insight into totally new areas to promote creative research by allowing unexpected juxtaposition of ideas. Further, recognizing the reciprocal relationship between research institutions and universities, a sabbatical leave could provide the opportunity for a scientist to advance his knowledge by either writing or teaching or by advanced academic studies, provided these undertakings shall be deemed relevant to the mission of the Station.

Therefore, the normal expectation of scientists shall be that after 7 years full-time service, they will be eligible for sabbatical leave for 6 months at full pay and benefits or 7 to 12 months at prorated pay, vacation, sick leave and retirement and longevity credit. During sabbatical leave of 7 to 12 months the Station will make its full contribution to existing insurance and social security and the scientist will be eligible for longevity payments or annual increment. Within thirty days of the end of the leave, the scientist shall submit a preliminary written report of his accomplishments and within a year shall submit a final report, preferably in the form of a scientific publication.

Since sabbatical leave is neither an inherent right nor a form of earned compensation, but an integral part of the mission of the Station, the above formula shall be regarded as a guideline rather than a fixed rule. Creative and innovative requests for sabbatical leave are encouraged.

Application shall be made through a chief scientist and the Director to the Board of Control of the Connecticut Agricultural Experiment Station. Approval or disapproval shall be made within thirty days of application. Any disapproval shall be

without prejudice for reconsideration and shall be accompanied by a written statement detailing in full the reasons for disapproval. A new or revised application may be submitted by the applicant to the Board of Control at any time thereafter for reconsideration. Reasons for disapproval may include but not be limited to budgetary constraints and operational requirements of the Station.

ARTICLE 17 - LAYOFF

For the purposes of layoffs at the Connecticut Agricultural Experiment Station, the following procedures will apply to the classes of Senior Scientist, Scientist, Associate Scientist, Analytical Scientist, Assistant Scientist 2 and Assistant Scientist 1:

1. A position shall be designated for layoff. In addition to identification by job classification a discipline shall also be specified.
2. The individual holding the designated position shall displace the least senior employee within the same job classification and discipline.
3. The least senior employee in the job classification may bump the least senior employee in a lower classification within the same class series and discipline, provided the bumper has greater seniority.
4. If no employee with less seniority is available in any lower classification in the same class series and discipline, the employee shall be allowed to bump a less senior employee in a lower classification in the class series in another discipline, provided he/she is capable of performing the duties required in such other discipline without further training.
5. The disciplines identified at the Connecticut Agricultural Experiment Station are:

Plant Pathology
Entomology
Environmental Sciences

IN WITNESS WHEREOF, the parties execute this Agreement, on behalf of the Engineering, Scientific & Technical (P-4) Bargaining Unit effective July 1, 2021, expiring June 30, 2025.

Bargaining Team for the State

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David Kraveski, Chief Negotiator, Office of Labor Relations
Michael Carey, Chief Negotiator, Office of Labor Relations
Richard Maddon, OLR/Dept. of Energy and Environmental Protection
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Carlos Esguerra
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Kristal Kallenberg
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Ned Statchen
Falk von Plachecki
Travis Woodward, Bargaining Team Chair

Scan this QR code to read your digital contract online and view your pay scales.

