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**ARTICLE 1  
PREAMBLE**

The State of Connecticut, acting by and through the Connecticut Division of Criminal Justice, hereinafter called the "Division" or the "Employer", and Local 749, AFSCME Council 4, hereinafter called the "Union" or "AFSCME":

Witnesseth:

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

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

Now, therefore, the parties mutually agree as follows:

**ARTICLE 2  
RECOGNITION**

Section 1. The Division of Criminal Justice of the State of Connecticut herein recognizes the Union as exclusive representative of the full-time employees in permanent positions whose job titles were placed within this bargaining unit by the Connecticut State Board of Labor Relations in Cases No. SEE-9659 and SEE-9660, and full-time employees in the classification of Juvenile Investigator and Appellate Secretary.

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

Section 2. If a newly created or acquired job classification is included in the unit by agreement or otherwise, the initial pay group placement shall be negotiated upon request of the Union. Disputes concerning pay groups shall not be grievable or arbitrable.

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

Section 1. Neither party shall discriminate against any employee, except by reason of bona fide occupational qualifications, on the basis of race, color, religious

creed, sex, sexual orientation, age, national origin, ancestry, marital or civil union status, learning disability, past or present history of mental disability, genetic information, veteran status, mental retardation or physical disability (including, but not limited to, blindness).

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

Section 3. In connection with Sections 1 and 2 above:

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

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

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

Section 4. Disputes involving alleged discrimination shall not be arbitrable if the obligations of Sections 3a and 3b have not been met.

#### ARTICLE 4 NO STRIKES - NO LOCKOUTS

Section 1.

a. The exclusive representative shall not engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slow-down, concerted withholding, interruption or disruption of services, sickout, or any interference with the mission of the Employer. This Article shall be deemed to prohibit the concerted refusal of overtime work.

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

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

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

## **ARTICLE 5 ENTIRE AGREEMENT**

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

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

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

## **ARTICLE 6 MANAGEMENT RIGHTS**

The parties recognize the central role of the Connecticut Division of Criminal Justice as an agency within the Executive Department with all management rights except appointment of all state's attorneys, in assuring compliance with the laws, the Constitution of the State of Connecticut, and the United States Constitution. The parties also recognize that the users of the Division's services, including the general

public, demand the prompt and efficient investigation and prosecution of all criminal matters, and insist upon the fullest protection of statutory, civil, and constitutional rights.

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

Such rights include, but are not limited to, establishing standards of productivity and performance of its employees, including establishing qualifications for ability to perform work in classes and/or ratings; determining its budget, its mission, and the methods, means and personnel necessary to fulfill that mission, including the contracting out, or the discontinuation of, services, positions, or programs, in whole or in part; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other disciplinary action against its employees; the layoff of its employees because of the lack of work or other legitimate reasons as stated in Article 15 (Reduction in Force) to determine the hours, days when, and locations where its offices will be in operation; to enforce existing rules and regulations as it deems appropriate; and to take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

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

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

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

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

Section 3. An employee who within thirty (30) days after initial employment in the bargaining unit covered by this Agreement fails to become a member of the Union which is the exclusive bargaining agent for his/her unit or an employee whose

membership is terminated for nonpayment of dues or who resigns from membership shall be required to pay an agency service fee under Section 4.

Section 4. The Division shall deduct an agency service fee or Union dues biweekly from the paycheck of each employee who is covered by this Agreement, provided, however, no such payment shall be required by employees:

- a) whose membership in the Union is terminated for reasons other than non-payment of Union dues; or
- b) who have initiated legal action to contest the legality of the agency fee, until such time as a final adjudication upholding the legality of such fee has been rendered.

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

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

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

Section 6. The Division shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues or agency service fees, provided any such payroll deduction has been approved by the Employer in advance.

Section 7. The Union shall indemnify the State of Connecticut for any liability or damages incurred by the Employer in compliance with this Article excluding attorneys' fees.

## **ARTICLE 8 UNION RIGHTS**

Section 1. The Union will furnish the Employer with a complete list of stewards designated to represent any segment or segments of the employees covered by this Agreement, specifying the jurisdiction and location of each steward or group of

stewards. The Union shall notify the Employer whenever there is a change in stewards or their assignments.

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

Section 3. Access to Premises. AFSCME Council 4 staff shall be permitted to enter the work premises of the Employer at any reasonable time for the purpose of discussing, processing, or investigating filed or potential grievances or otherwise performing Union business, provided that:

- 1) they give reasonable notice in advance to the supervisor in charge of their intent to enter the work premises;
- 2) they give notice of their presence immediately upon arrival to the supervisor in charge; and
- 3) they do not interfere with the performance of duties.

The Union will furnish the Employer with a current list of its staff personnel and shall maintain the currency of said list.

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

Before contacting an employee, the steward will first report to and obtain permission to see the employee from the employee's supervisor. If the supervisor is not available, the steward will obtain permission from the person left in charge. Permission from supervisors, based upon the work situation, will not be unreasonably withheld.

Stewards thus engaged will report back to their supervisors on completion of such duties and return to their jobs and will suffer no loss of pay or other benefits as a result thereof. The Union will cooperate in preventing abuse of this section.

Section 5. Bulletin Boards. The Employer shall furnish reasonable bulletin board space, where presently available, in each location which the Union may utilize for its announcements. A bulletin board will be installed in any location presently leased by the Employer which does not have one.

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

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

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

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

Section 7. Release Time for Union Business.

a. Delegates to the biennial AFSCME Convention not to exceed two (2) for the AFSCME bargaining unit shall be granted, subject to operating needs and prior notification to the Chief State's Attorney, leave without loss of pay or benefits, for five (5) days to attend such convention.

b. Delegates to the annual Connecticut State AFL-CIO Convention not to exceed two (2) for the AFSCME bargaining unit shall be granted, subject to operating needs and prior notification to the Chief State's Attorney, leave without loss of pay or benefits for three (3) days to attend such convention.

c. In each contract year, there shall be a bank of hours for use by the Union to conduct its business during that year. The bank shall consist of two hundred twenty-six (226) hours for each year, plus up to one hundred (100) unused hours carried over from the prior year, to a maximum of three hundred twenty-six (326) hours in any one year. Time used for the conventions specified in subsections a and b of this Section, processing or investigating grievances, labor-management meetings pursuant to Article 9 of this Agreement, contract negotiations or steward training shall not be charged to this bank of hours. The Union shall give written notice to the Chief State's Attorney or his designee, ordinarily fourteen (14) days in advance, specifying the dates of release, the names of employees to be released and their work locations, and permission by the Chief State's Attorney shall not be unreasonably withheld. Time off under this Section shall be granted in no less than half-day units only.

Section 8. Orientation and Training. The Employer will provide each new employee with a copy of the collective bargaining agreement then in force and will furnish such employee with the name(s) of his/her steward(s). The Division shall provide the Union with a list of new employees and their work locations within a reasonable period of time after they are hired. Each new employee shall be released from work for one hour immediately before or after his/her meal period without loss of pay or benefits to attend a union orientation meeting. The time and location of such meeting shall be determined by mutual agreement of the Union and the Employer.

Section 9. Steward Training. The Division and AFSCME agree that in order to promote the precepts as incorporated in the Preamble of this Agreement and for the expeditious and reasonable processing of disputes under this Agreement, steward training shall be a valuable asset in promoting these goals. Stewards shall be granted time off for training and representational duties.

## **ARTICLE 9 LABOR MANAGEMENT MEETINGS**

Section 1. Upon request of either the Union or the Division, the parties shall schedule a meeting at a mutually agreeable time to discuss any matter of concern relating to working conditions, such as administration of this Agreement, labor-management relations, or efficiency and increased productivity. When making a request for a meeting, the requesting party shall indicate the topics it desires to discuss. Normally, each party shall not have more than three (3) representatives at such meeting. These meetings shall not be bargaining sessions.

Section 2. Meetings held in accordance with this Article shall be held during normal business hours without loss of pay or benefits provided that no compensatory time or overtime shall be granted for hours outside the employees' normal work schedule.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

Section 1. Definition. 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 2. Format, Filing and Communications. Grievances shall be filed in writing and shall specify in reasonable detail: (a) the facts; (b) the issues; (c) the date of the violation alleged; (d) the controlling contract provision; (e) the remedy of relief sought.

In the event a grievance is unclear or incomplete and not in compliance with this Section, the grievant shall be so informed and asked to provide additional information. If it remains unclear, the Employer shall make its best efforts to handle the grievance as he/she understands it.

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

A steward may use Division photocopying machines to make copies of a grievance to be filed with a representative of the Division and may use a Division fax machine to transmit a grievance or arbitration filing if time constraints do not permit mailing. In all cases, Division business shall take priority in use of photocopying or fax machines. Management and Union officers, stewards or representatives shall continue to use such methods of communication as they have used in the past for scheduling and resolving grievances.

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

Section 4. Time Limit. A grievance shall be deemed waived unless submitted at Step I:

- a) either within forty-five (45) days from the act or omission from which the grievance arises; or
- b) within forty-five (45) days from the date the grievant or any Union representative or steward through reasonable diligence should have known of the act or omission, whichever is later.

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

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

Section 6. Grievance Procedure.

Step I. A grievance may be submitted within the forty-five (45) day period specified in Section 4 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. Chief State's Attorney. The parties acknowledge that orderly administration of the contract grievance procedure requires the Chief State's Attorney or his/her designee 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 Chief State's Attorney or designee has had the opportunity to resolve the grievance. An unresolved grievance may be appealed to the Chief State's Attorney within fourteen (14) days of the date of the Step I response. Said Chief State's Attorney or his/her designated representative may hold a conference within forty-five (45) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

Step III. Arbitration. Within fourteen (14) working days after the State's answer is due at Step II or if no conference is held within forty-five (45) days, within fourteen (14) working days after the expiration of the forty-five (45) day period an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee(s).

Section 7. Extension of Time Limits. For the purpose of the time limits hereunder, "days" means calendar days unless otherwise specified. The parties by mutual agreement may extend time limits. The Division may waive Step I by notifying the steward and/or Step II by notifying the Union office.

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

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

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

## Section 10. Arbitration.

- a. **Submission.** Submission to arbitration by the Union shall be by letter, with the grievance attached, to the Chief State's Attorney or his/her designee. If the Employer invokes the provisions of this Section, submission to arbitration shall be by letter, with the grievance attached, to the Executive Director of AFSCME.
- b. **Selection of Arbitrator.** Upon receipt of a submission to arbitration, the Chief State's Attorney or his/her designee and the Union shall confer regarding the selection of a mutually acceptable arbitrator. In the event that no agreement is reached within ten (10) calendar days, the Union shall file with the American Arbitration Association.
- c. **Procedures.** The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his appointment.
- d. **Costs.** The expenses for the arbitrator's service and for the hearing shall be shared equally by the parties. Unless requested by a party, no verbatim record of the proceedings shall be made. Costs of making a record shall be borne by the requesting party. The costs of a transcript shall be borne by the party requesting same. If the arbitrator requests a copy of the record, the costs of said record shall be shared equally.
- e. **Attendance.** The Employer shall grant reasonable time off to employees to attend an arbitration proceeding for the purpose of testifying. The Union shall provide reasonable notice, ordinarily three (3) or more days, of the employees it wishes to be excused for such attendance.
- f. **Arbitrability Claims.** On grievances when the question of arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator, the arbitrator shall, at the request of either party, conduct a separate hearing on the issue of arbitrability and shall determine that issue before further proceedings are held. In determining such questions a rebuttable presumption of arbitrability shall be applied.
- g. **Authority of Arbitrator.** The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the pertinent provision of this Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was first submitted. Except as expressly provided by a specific provision of this Agreement, the exercise of rights under Article 6 (Management Rights) as well as any other matter dealing with the administration of the

Division shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

h. Arbitrator's Decision. The arbitrator shall render his decision in writing no later than 30 calendar days after the conclusion of the hearing or receipt of briefs, whichever is later, unless the parties agree otherwise.

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

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

Section 11. Reclassification Grievances -- Disputes over an employee's job classification (reclassification grievances) shall be subject to the grievance procedure set forth in Article 10, but shall not be arbitrable. The final step of appeal shall be to a three (3) person panel consisting of two (2) members appointed by the Chief State's Attorney and one (1) member appointed by the Union. Pay retroactivity, if warranted, may not apply earlier than thirty (30) calendar days prior to the date of the filing of the grievance at the earliest step.

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

- a) discipline of employees, except as provided in Article 14 (Discipline);
- b) dismissal of employees during a probationary period;
- c) disputes over an employee's job classification (reclassification grievances);
- d) the decision to lay off employees, subject to Article 15 (Reduction in Force);
- e) classification and salary group for newly created jobs, provided, however, this clause shall neither enlarge nor diminish the Union's right to negotiate on such grades;

- f) compliance with health and safety standards and CONN OSHA;
- g) any incident which occurred or failed to occur prior to the effective date of the pertinent provision of this Agreement, subject to Article 34 (Duration); and
- h) disputes over claimed unlawful discrimination, except as provided in Article 3 (Non-Discrimination and Affirmative Action).

## ARTICLE 11 PROBATIONARY PERIOD

### Section 1. Duration and Extension of Probation.

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

b. The employee shall be rated on the criteria, inter alia, of the quality of work, the quantity of work, dependability, conduct, attendance, physical and mental capacity to perform the work assigned, judgment, ability to deal with people, and, if applicable, supervisory ability. Upon receipt of such written notification at any time within the six (6) month period, the Chief State's Attorney or his designee may direct the removal of the employee's name from the payroll effective on the date specified in the written notification, unless the employee is appointed to another position in the Division of Criminal Justice for which he/she may be better suited.

c. The probation period may be extended up to ninety (90) days beyond the probationary period of six (6) months of continuous employment for corrective action.

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

Section 3. Employees promoted to a higher position shall serve a three (3) month probationary period in that position, subject to the pertinent provisions of Section 1 a. and b. of this Article. Upon receipt of written notification of

unsatisfactory performance, the employee shall be offered a position similar to that from which he/she was promoted. Neither the offer nor the acceptance of such a position shall be deemed a demotion.

## ARTICLE 12 SERVICE RATINGS

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

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

### Section 2. Disputes.

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

b. Notwithstanding paragraph a of this section, disputes concerning the grounds for an "unsatisfactory" rating, and thus the denial of an increment, shall be subject to arbitration, but the increment may only be restored if the evaluator's decision, in light of all the credible evidence, is clearly shown to be arbitrary and capricious. The arbitrator shall not substitute his/her judgment for the judgment of the evaluator in applying and weighing evaluation standards.

Section 3. The Union shall be consulted prior to final adoption by the Division of any written regulations, procedures, or forms which relate to evaluation of employee performance. Nothing in this Article shall be deemed to impair the continuing use of existing evaluation procedures and forms or the implementation of existing regulations concerning matters covered by this Article.

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

## ARTICLE 13 PERSONNEL FILES

Section 1. Definitions. An employee's "personnel file" is defined as the personnel file maintained by the Division of Criminal Justice.

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

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

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

Within thirty (30) days following receipt of a copy of the material, an employee may file a written rebuttal to such material. Such material not subsequently incorporated into a service rating shall, upon request of the employee, be expunged after twelve (12) months.

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

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

Section 4. This Article shall not be deemed to prohibit supervisors from maintaining written notes or records on an employee's performance or conduct for the purpose of preparing service ratings and other appropriate purposes. Such notes or records shall ordinarily be merged into a service rating or personnel record within twelve (12) months of the date such notes or records were prepared. Such notes or records shall be made available to the employee if and when they are used as grounds, in whole or in part, for disciplinary action or when they constitute the basis of a decision not to select an employee for a promotion as defined in this Agreement.

## ARTICLE 14 DISCIPLINE

### Section 1. Types of Discipline.

a. **Serious Discipline.** Serious discipline includes discharge, demotion, or suspension without pay of an employee who has attained permanent status.

b. **Divisional Discipline.**

1. Divisional discipline shall be defined as follows:

- a) denial of annual increment due to misconduct;
- b) suspension without pay, not to exceed three (3) days;
- c) written reprimand.

2. The transfer of an employee due to misconduct shall not require that the employee commute a distance of more than fifty (50) miles round trip (unless the employee commuted a greater distance prior to the transfer).

c. Preventive discipline shall be defined as suspension with pay up to three (3) days. A suspension or administrative leave with pay pending the outcome of an investigation shall not be considered "discipline" and shall not be subject to the provisions of this Article.

### Section 2. Authority to Discipline

a. Serious discipline may be imposed by the Chief State's Attorney or his designee.

