

**COLLECTIVE BARGAINING AGREEMENT**

- between -

**STATE OF CONNECTICUT DIVISION OF CRIMINAL JUSTICE**

- and -

**CRIMINAL JUSTICE EMPLOYEES**

**LOCAL 749, COUNCIL 4, AFSCME, AFL-CIO**

July 1, 2016 - June 30, 2021

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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, gender identity or expression, age, national origin, ancestry, marital status, learning disability, intellectual disability, past or present history of mental disability, genetic information, military service, veteran status, 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 at least annually on or about January 1 of each calendar year. The Union shall notify the Employer whenever there is a change in stewards as soon as possible as required.

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 three hundred (300) hours for each year, plus up to one hundred (100) unused hours carried over from the prior year for the sole purpose and use in the event that the Union President is a Division employee, to a maximum of four hundred (400) 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). Effective upon the contract being available on the Division intranet, the Employer will no longer provide new employees with a hard copy of the contract; only an electronic copy will be provided. 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.

Section 10. Annual Meeting. The Division shall grant release time with pay for employees to attend an annual meeting of the Union subject to the following:

a. It is understood that sufficient employees must remain on duty to provide coverage for offices and/or to complete required work on the day of the meeting.

b. The Union shall provide to the Division a list of those attending the meeting.

c. An employee who does not attend all or part of the meeting shall be expected to work or to take vacation or personal leave for all or that part of the day on which he/she does not attend the meeting.

## **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 or electronic mail 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 Dispute Resolution Center (ADRC).

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 sixty (60) 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 through 52-420 and 52-423, 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 h. of this Article. In the case of an employee promoted to a higher position, an employee will be reviewed at least once prior to the conclusion of the three-month probationary period. 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 two (2) months and not less than one month prior to the employee's annual increase date. The employee shall be rated on a form developed by the Division and mutually agreed to by the Union which shall include the criteria, inter alia, of the quality of work, the quantity of the work, dependability, conduct, attendance, physical and mental capacity to perform the work assigned, judgment, ability to deal with people, and, if applicable, supervisory skill and performance of supervisory duties. A service rating will be conducted by the employee's immediate supervisor. When an employee is rated "unsatisfactory" or in "need of improvement," the rating supervisor shall state reasons and, if practicable, suggestions for improvement. All service ratings of overall "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. A copy of all service ratings of overall "unsatisfactory" shall also be provided to the Union President within seven (7) days after receipt of such service rating by the Director of Human Resources.

A Clerical Supervisor whose service rating includes areas related to his or her performance of supervisory duties which are unsatisfactory or in need of improvement shall be required to develop a performance improvement plan which shall be subject to the approval of his or her superior. A copy of any such performance improvement plan shall be provided to the Union President within seven (7) days after receipt of such performance improvement plan by the Director of Human Resources. Failure to satisfactorily complete the performance improvement plan shall result in reassignment to a non-supervisory position following a meeting with the employee and the Union.



An employee receiving an overall "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 unless otherwise permitted or required by law.

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.
- b. Divisional discipline may be imposed by the Chief State's Attorney or his designee.
- c. Preventive discipline in appropriate circumstances may be imposed by supervisors or officials outside the bargaining unit.

### Section 3. Appeal Procedures

- a.
  - 1. The Chief State's Attorney or his designee shall inform the employee in writing of the discharge, demotion, or suspension without pay, the effective date of such action, and the reasons for such action. Supporting facts shall be set forth in reasonable detail.
  - 2. Within fourteen (14) days of the imposition of serious discipline, an employee may file a Step II grievance.
  - 3. The imposition of serious discipline shall be for just cause. Within fourteen (14) days after the appropriate response at Step II, or if no response is forthcoming after the expiration of the time set forth in Article 10, the Union may invoke arbitration.
- b. Procedures for Imposition of Divisional Discipline. The Chief State's Attorney may consider, independent of the service rating, misconduct as grounds for denying an annual increment. In the event that an increment is denied as discipline for misconduct, the loss of the increment shall, contingent upon satisfactory performance in the period pertinent to the next service rating, be limited to one year; thus the employee would be restored after a year to the step he/she would have been on but for the original denial of the

increment. However, such employees will not recoup the loss sustained during the year for which the increment was denied.

Denial of an increment due to misconduct shall be for just cause and shall be arbitrable.

When, after investigation, the Chief State's Attorney or his designee determines that an employee shall be suspended or should forfeit annual leave, a written complaint shall be prepared which sets forth in reasonable detail supporting facts.

Prior to issuing the complaint, the Chief State's Attorney or his designee and the employee (and Union steward, if desired) shall meet to discuss the complaint with a view towards settlement. At the meeting the employee shall be apprised of the substance of the complaint and shall be given an opportunity to respond. Such response may include the suggestion that additional persons be interviewed or other additional investigation be conducted, but the meeting shall not be in the nature of a hearing and shall not involve appearances by witnesses.

Any settlement at or after the meeting shall be reduced to writing at the time it is agreed to. If the meeting does not produce a settlement within five (5) calendar days, the complaint shall be issued and a suspension or forfeiture of leave shall be imposed. In any action to impose a suspension or forfeiture of leave under Section 1(b) above, the maximum penalty for any offense or accumulation of offenses up to the date of the action shall be three (3) days.

Within three (3) days of receipt of the complaint an employee may file a grievance at Step II. The Employer's response, with or without a meeting, is due seven (7) days after receipt of the grievance. Within seven (7) days after the Employer's response is received or due, whichever is earlier, the Union may invoke arbitration to determine whether the discipline was for cause. The arbitrator shall issue a decision within (5) days after the record is closed.

Written reprimands shall be grievable, but shall not be arbitrable unless and until used as grounds, in whole or in part, for other disciplinary action, or 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 a reprimand constituted the basis of a decision not to select an employee for a promotion, the remedy if such reprimand was without just cause, shall be limited to:

- 1) the removal of the reprimand from the employee's personnel record, and
- 2) an order to re-do the promotion from among the original applicants without consideration of such reprimand, in recognition of the limited number of promotions and vacancies for unit employees.

Accordingly, no remedy ordering the selection of the grievant shall be available nor shall the employee originally selected forfeit pay received while serving in the promotional position.

c. Preventive Discipline.

1. Suspensions with pay shall not be grievable or arbitrable.
2. If, as a result of an investigation of allegations of facts leading to a suspension with pay, no action is taken, the record of the suspension shall be removed from the employee's file.

Section 4. The Employer shall not engage in any discipline without just cause.

Section 5. Penalty for Violation of No-Strike Article.

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

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

Section 6. Disciplinary Interviews.

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

1. The employee is being interviewed as part of an investigation of misconduct by a supervisor, official, or other representative of the Division. The employee will be informed that the interview is part of an investigation of misconduct.
2. Such discipline is considered likely at the time of the interview, but no final decision has been reached.
3. The employee requests the presence of a local steward.
4. A steward is available within a reasonable time, ordinarily not to exceed twenty-four (24) hours.
5. No emergency work situation involving the employee or the steward exists.

6. The steward does not interrupt or otherwise impede the interview.

7. Only one steward may attend an interview or series of interviews.

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

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

Section 7. Whenever practicable, the investigation, interrogation, or discipline of employees shall be scheduled in a manner intended to conform with the employee's work schedule, with an intent to avoid overtime or compensatory time. When an 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 Union stewards.

Section 8. Notwithstanding the above provisions of this Article, the Employer may impose any type of disciplinary action on employees who have not attained permanent status; such action shall not be grievable or arbitrable.

## **ARTICLE 15 REDUCTION IN FORCE**

Section 1. Definition. A layoff is defined as the involuntary nondisciplinary separation of an employee due to a reduction in the work force. A layoff shall not be deemed to include a non-reappointment of a person appointed for a statutory term of office.

Section 2. Reason for Layoff. Employees may be laid off because of lack of work, economy, insufficient appropriation, a change in Division organization, abolition of position or any other cause. Any increased use of volunteers shall not form the basis for a layoff of any unit employee.

Section 3. Procedures for Reduction in Force.

a. Any necessary cutback in the number of employees shall be accomplished as far as practicable by normal attrition.

b. Scope of Layoff. Layoffs within the bargaining unit shall be instituted on a bargaining unit-wide basis or may be limited to one or more position classifications.

c. Seniority as used in this Article is defined as current, continuous service as a full-time employee in the Division of Criminal Justice in the employee's current classification. The term "current classification" includes:

- 1) for supervisory employees, both the job title held and non-supervisory job titles in the classification series.
- 2) for non-supervisory employees, all non-supervisory job titles in the classification series.

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

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

b. The Employer will be deemed in compliance with this Section if (1) the employee is offered a transfer to the same or 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 upon the employee's qualifications and skills. There shall be no reduction in pay during the training period.

#### Section 5. Notice of Layoffs.

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

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

#### Section 6. Order of Layoff; Bumping.

a. Within a facility or work location affected by a reduction in force, the least senior employee in the classification affected by said reduction shall be subject to layoff.

b. 1. An employee who is subject to layoff in accordance with subsection a above shall first be given the option to fill a vacancy in the same classification, in the Division, if there is any such vacancy available.

2. An employee who declines to fill an available vacancy shall be laid off and shall be deemed to have waived any bumping rights. In the event that there is more than one vacancy, the employee shall have the option to select the location of the vacancy he/she wishes to fill.

c. If there is no vacancy available, the following procedures shall be followed in order:

1. The employee shall be given the option to bump the least senior employee in the same classification within the Division, provided he/she has more seniority than the least senior employee.

2. If the least senior employee in the classification is at a location which would require the employee subject layoff to have his/her round-trip commute from home to office increase by more than thirty (30) miles, the employee may bump the least senior employee at his/her facility or work location in a lower classification in which the employee formerly held permanent status, provided the employee has more seniority than said least senior employee.
3. If no positions are available to the employee under items (1) and (2) above, the employee shall be laid off and shall be placed on a recall list for Division vacancies in his/her classification for a period of twenty-four (24) months, and any applicable statewide reemployment list.

d. An employee who bumps into a lower classification shall be paid at the rate of pay in the lower salary range that is closest to the rate of pay held by the employee at the time of reassignment. Provided that the employee is not paid more than the maximum rate of the lower salary range, the employee's placement shall be at a rate of pay which is not lower than that held prior to the time of bumping.

#### Section 7. Reemployment.

a. An employee who is laid off and placed on a reemployment list as provided in Section 6 above shall be subject to recall in order of seniority. The Division shall give written notice to an employee on the recall list when there is an available vacancy in the classification. The employee shall have ten (10) calendar days from receipt of the notice of recall within which to accept reemployment. If there is no response within the ten-day period, it shall be deemed a rejection.

b. An employee who rejects an offer of reemployment that is within a fifty (50) mile round trip commute shall be removed from the recall list. This provision may be waived for good cause in the Division's discretion.

c. An employee who has been laid off shall retain his/her seniority for twenty-four (24) months but shall not continue to accrue seniority during the period of layoff.

### **ARTICLE 16 SAFETY**

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



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

Disputes over unsafe or unhealthy working conditions shall be processed through the Labor Department for compliance with Conn-OSHA or otherwise with the Statewide Labor Management Advisory Committee, but shall not be subject to the grievance procedure.

## **ARTICLE 17 COMPENSATION**

### Section 1. Base Salary Increases.

- a. There shall be no increase in base salaries for the first year of this Agreement (2016-2017).
- b. There shall be no increase in base salaries for the second year of this Agreement (2017-2018).
- c. There shall be no increase in base salaries for the third year of this Agreement (2018-2019).
- d. Effective at the start of the pay period following July 1, 2019, the base annual salary of all employees shall be increased by three and one half percent (3.5%).
- e. Effective at the start of the pay period following July 1, 2020, the base annual salary of all employees shall be increased by three and one half percent (3.5%).

### Section 2. Annual Increments.

- a. There shall be no annual increments during the first year of this Agreement (2016-2017).
- b. There shall be no annual increments during the second year of this Agreement (2017-2018).
- c. There shall be no annual increments during the third year of this Agreement (2018-2019). During the 2018-2019 contract year, an employee shall instead receive a lump sum pensionable bonus payment of two thousand dollars \$2,000 in July, 2018.

- d. Employees will continue to be eligible for and receive annual increments during the 2019-2020 contract year in accordance with existing practice. During the 2019-2020 contract year, an employee who is at the maximum step of the salary schedule and does not receive an annual increment shall receive a lump sum payment of seven hundred fifty dollars (\$750.00) in the payroll period when the annual increment would have been effective.
- e. Employees will continue to be eligible for and receive annual increments during the 2020-2021 contract year in accordance with existing practice. During the 2020-2021 contract year, an employee who is at the maximum step of the salary schedule and does not receive an annual increment shall receive a lump sum payment of seven hundred fifty dollars (\$750.00) in the payroll period when the annual increment would have been effective.

Section 3. Classifications and Salary Schedules. The classifications of bargaining unit employees and the salary groups to which classifications are allocated are set forth in Appendix B. Salary schedules are set forth in Appendix C.

Section 4. Salary Upon Promotion from Clerk to Senior Clerk and from Senior Clerk to Secretary 1. When the Division decides to promote an employee from Clerk to Senior Clerk or from Senior Clerk to Secretary 1, the promotion shall be effective on the employee's next annual increment date. In effecting such promotion, the Division shall first calculate the annual increment (if any) in the old salary group and then move the employee to the new salary group using the "round-up" method. The intent of this provision is that these promotions shall be in lieu of the employee's annual increment for the contract year in which the promotion occurs.

Promotions may occur in a year in which there are no annual increments or annual increments delayed. In such years, the method of calculating the increase due shall be the same as provided herein and shall occur on the date (January or July) when the employee would have been promoted if annual increments were being given in the normal manner.

Section 5. Longevity.

- a. 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 has military service which would count toward longevity under current (pre-July 2011) rules shall be entitled to longevity if such individual obtains the requisite service in the future.
- b. For employees not excluded from eligibility for longevity by subsection a above, the following shall apply:

- (1) The schedule for longevity payments shall be as set forth in Appendix D.
- (2) The April, 2018 longevity payment will be delayed and made in July, 2018.
- (3) Except as provided herein, all State service, including war service, shall be counted in determining eligibility for longevity. Part-time service shall be prorated. Employees employed by the Division on July 1, 1996 in connection with the transfer of juvenile justice functions from the Judicial Department to the Division shall have their prior service in the Judicial Department counted for purposes of longevity.

#### Section 6. Travel Reimbursements.

- a. An employee who is required to travel on official state business shall be reimbursed in accordance with and subject to the conditions outlined in the Division's travel policy.
- b. 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 Division's travel policy. Advance approval must be obtained from the Office of the Chief State's Attorney.
- c. During the life of this Agreement, an employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the rate per mile set forth in the Division's travel policy. Reasonable parking fees and tolls shall also be reimbursed when the request is accompanied by receipts.
- d. It is the intent of the parties that the travel policy referenced herein shall be the policy adopted for all employees of the Division who are represented by the Union as well as non-bargaining unit employees.

### **ARTICLE 18 TEMPORARY SERVICE IN A HIGHER CLASS**

Section 1. An employee who is assigned to perform temporary service in a higher class shall, commencing with the twentieth (20th) consecutive workday, 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.

Section 2. Such assignments may be made when there is a vacancy in a permanent position 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 twenty (20) working days.

Eligibility for temporary assignment to a higher classification requires that the employee meet the minimum qualifications for the higher classification as defined in the official job specification.

Section 3. A management designee 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 written approval of the assignment from the Chief State's Attorney or his designee.

The Chief State's Attorney or his designee shall expedite requests for approval of assignments to temporary service in a higher class.

If on or after the thirty-first (31st) consecutive working day of such service, the Chief State's Attorney or his designee has not approved the assignment, or in the event the Chief State's Attorney or his designee disapproves the requested assignment, the employee upon request shall be reassigned to his/her former position.

If the employee does not request reassignment to his/her former position, the employee shall continue working as assigned with recourse under the appeal procedure for reclassification. The form certifying the assignment will specify the rights and obligations of the parties under this Agreement.

Section 4. Temporary assignments to a higher class for periods of twenty (20) working days or less shall not be utilized to defeat the basic contractual obligation herein.

## **ARTICLE 19 HOURS OF WORK**

### Section 1. Regular Workweek.

a. The regular standard workweek is defined as the number of hours of work normally scheduled to be performed in a seven day period beginning Friday (12:01 a.m.) and ending Thursday (midnight).

b. The standard work week shall be thirty-seven and one-half (37.5) hours per week.

### Section 2. Scheduling of Hours.

a. Full-time employees shall normally work Monday to Friday.

b. The normal work schedule for all employees shall be 8:30 a.m. to 5:00 p.m.

c. Work schedules other than as set forth in b above, including modification of the meal period provided in Section 2 below, may be adopted after consultation between the parties, for operational reasons or based on the needs of employees.

d. The Chief State's Attorney reserves the right for operating purposes to establish second and third shifts. In the event that new hours of work are contemplated, the parties shall negotiate the effects of such schedule. Said negotiations shall not be limited to staffing, wages or Judicial District. Notice of such changes, if any, initiated by the Employer, shall be sent directly to Council 4 Headquarters, with a copy to the President of Local.

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

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

## **ARTICLE 20 OVERTIME**

The Employer will pay overtime to eligible employees at the straight time rate for hours worked in excess of the standard work hours set forth in Article 19, Section 1 but under forty (40) hours, and at the time and one-half (1.5) rate for hours worked over forty (40).

Except in emergency situations, volunteers qualified to do the work will be solicited before employees are assigned.

## **ARTICLE 21 VACATION-PERSONAL-MILITARY LEAVE**

Section 1. Eligibility for Vacation Leave. Each full-time, permanent employee in the bargaining unit who is included in the regular biweekly payroll and whose salary is allocated to a particular group and step, is eligible to accrue vacation time with pay.

Section 2. Accrual of Vacation Time.

a. Eligible employees who are on the full-time Division of Criminal Justice payroll shall accrue 9.375 vacation hours per month for each completed month of continuous full-time service except that employees who have completed twenty (20) years of service shall accrue 12.5 vacation hours for each completed month of continuous full-time service.

b. In computing the effective date of an employee's first month's accrual at the twenty (20) year rate, all service time accepted for purposes of computing longevity payments to such employee shall apply. Employees employed by the Division on July 1, 1996 in connection with the transfer of juvenile justice functions from the Judicial Department to the Division shall have their prior service in the Judicial Department counted for purposes of vacation accrual eligibility.

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

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

e. Unused vacation hours may accumulate to a maximum of the hourly equivalent of one hundred twenty (120) days. After an employee has attained this maximum accrual, vacation hours shall begin to reaccrue in the month when some of such leave is taken.

### Section 3. Taking Vacation Time.

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

b. In no event shall an employee take more than forty (40) working days accrued vacation time in any one calendar year without first having obtained the approval of the Office of the Chief State's Attorney.

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

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

b. In the event an employee, other than one whose compensation is fixed by statute, dies, a lump sum payment shall be made for all vacation leave accrued to him/her and

unused at the time of his/her death. The amount paid shall be equal to the salary the deceased employee would have received had he/she remained in the service of the Division until the expiration of such vacation period. Such payment shall be made to the surviving beneficiary or beneficiaries lawfully designated by the employee under the state employees retirement system or, if there is no such designated beneficiary or beneficiaries, to the estate of the deceased.

#### Section 5. Personal Leave Days.

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

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

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

Section 6. Records. All vacation leave and personal leave shall be recorded in the State's electronic attendance records which shall reflect for each eligible employee the current amount of vacation leave accrued, the amount and dates when such leave was taken, the current balance of such leave available, and the number of personal leave hours taken during the calendar year. Employees receive information concerning their leave balances on pay stubs/direct deposit reports.

Section 7. Military Leave. A full-time permanent employee of the Division shall be granted military leave and the benefits attendant thereto as provided by State and Federal law. Such military leave shall be granted upon submission to the Chief State's Attorney of acceptable and official military orders.

## **ARTICLE 22 SICK LEAVE AND LEAVE WITHOUT PAY**

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

## Section 2. Sick Leave Accrual.

- a. Sick leave accrues at the rate of 9.375 hours per completed calendar month of continuous full-time service which includes the period of time an employee is on an authorized leave of absence without pay.
- b. Sick leave continues to accrue in the month when some of such leave is taken.
- c. No sick leave hours shall accrue for any calendar month in which an employee is on leave of absence without pay for an aggregate of more than three (3) working days.
- d. Sick leave shall accrue for the first twelve (12) months in which a Division employee eligible to receive workers' compensation and sick leave benefits is actually receiving workers' compensation benefits under the provisions of the General Statutes.
- e. Employees employed by the Division on July 1, 1996 in connection with the transfer of juvenile justice functions from the Judicial Department to the Division shall have their sick leave accumulation from the Judicial Department transferred to the Division.

## Section 3. Granting Sick Leave.

- a. Sick leave, to the extent accumulated by the employee and credited to his/her account in the attendance and leave records maintained by the Chief State's Attorney shall be granted to an eligible employee upon satisfactory proof of illness or injury, including pregnancy, incapacitating such employee from duty, in order that such employee may recuperate from such illness or injury. During such leave the employee shall be compensated in full and retain employment benefits.
- b. Sick leave, to the extent accumulated by the employee and credited to the employee's account in the attendance and leave records maintained by the Chief State's Attorney, shall be granted to an employee during the period of time that the employee is disabled as the result of pregnancy. Disability may be presumed starting not more than four (4) weeks prior to the expected date of delivery as certified by the employee's physician, and ending not more than four (4) weeks following the actual date of birth.
- c. The time an employee is sick while on annual vacation leave, other than terminal vacation leave, shall be charged against accrued sick leave if the employee files an acceptable medical certificate with the Chief State's Attorney attesting to the fact that the he/she was sick and would have been unable to work on the day or days claimed as sick.
- d. A holiday occurring when an employee is on sick leave will be counted as a holiday and not charged as sick leave. When special time off is granted, however, an employee on sick leave shall be charged as prescribed by the Chief State's Attorney.



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

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

Section 4. Qualified Reasons for Usage of Accrued Sick Leave. Any eligible employee may be granted permission and approval to utilize accrued sick leave, for the following reasons:

- a) for medical or dental treatment for which arrangement cannot be made outside of working hours;
- b) when presence at work will expose others to contagious disease;
- c) in the event of death in the immediate family when as much as five (5) working days' leave with pay may be granted for the death of a spouse, child or parent and as much as three (3) working days' leave with pay may be granted for the death of a sister, brother, grandparents or child, and other relative who is domiciled in the employee's household;
- d) in the event of critical illness or severe injury in the immediate family creating an emergency requiring the attendance or aid of the employee, when as much as five (5) days leave with pay in a calendar year may be granted;
- e) up to one (1) day of leave will be provided to an employee for the purpose of going to, attending, and returning from funerals of persons other than members of the immediate family, if prior permission is requested of and granted by the employee's supervisor;
- f) up to five (5) days of paid leave, deducted from sick leave, will be provided to a spouse in connection with the birth, adoption, or taking custody of a child, or the prenatal or postnatal care of a spouse. Vacation or personal leave may also be used for such purposes, subject to Division approval.

Section 5. Advanced Sick Leave.

a. No sick leave with pay in excess of the sick leave hours accumulated to an eligible employee's credit shall be granted unless authorized in advance by the Chief State's Attorney. Such authorizations shall be granted only in cases involving extended periods of illness or injury. No advance of sick leave shall be authorized unless the employee has first exhausted all accrual to his/her credit for sick leave and vacation leave, including current

accruals. No advance of sick leave shall be granted until an employee has completed at least five (5) years of full-time employment in state service.

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

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

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

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

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

Section 7. Removal from Payroll. Any eligible employee in the Division absent from duty by reason of illness or injury who has exhausted all of his/her accrued sick leave, vacation leave including current accrual, and personal leave days and advanced sick leave when applicable, and who thereafter does not return to duty, will receive no further compensation and will be removed from the active payroll of the Division until such time as he/she returns to duty. This section shall not be construed to abridge the rights of employees pursuant to Conn. Gen. Stat. § 5-142.

Section 8. Leave of Absence Without Pay.

- a. 1. If an employee has exhausted all available vacation and personal leave, a leave of absence without pay for a continuous period of time for the protection of or improvement of an employee's health, or for any other cause considered reasonable or proper, may be granted to an employee upon approval of the Chief State's Attorney for a period not to exceed one (1) year. Requests for such leave must be submitted in writing to the Office of the Chief State's Attorney. Such

leave may be extended beyond one (1) year by the Chief State's Attorney.

2. Upon expiration of paid leave for disability resulting from pregnancy, in accordance with Section 5-248a of the Connecticut General Statutes, the employee may request, and shall be granted, a medical leave of absence without pay, position held, for a period not to exceed six (6) months following the date of termination of the pregnancy. Such medical leave of absence may, at the exclusive option of the Chief State's Attorney or his designee, be extended beyond the six (6) month period, with or without holding the position. Requests for such extensions shall be submitted to the Office of the Chief State's Attorney.

- b. Military leave shall be provided in accordance with State and Federal law as amended from time to time.

Section 9. Status of Accrued Sick Leave and Paid Leave Upon Reemployment of Resigned Employee. Any employee who resigns in good standing from the Division and who is reemployed within one (1) year from the date of his/her resignation shall be credited with the amount of sick leave accrued to his/her credit on the effective date of his/her resignation, provided the employee did not receive any compensation for said unused sick leave.

Section 10. Compensation for Unused Sick Leave Accrual Upon Retirement. Each eligible employee in the Division who retires on or after July 1, 1978, shall be compensated, effective as of the date of his/her retirement, at the rate of one-fourth (1/4) of his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days' pay.

Section 11. Records. All leave with or without pay shall be recorded in the State's electronic attendance records/system.

Section 12. Compensation for Unused Sick Leave Upon Death of Employee. Upon death of 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.

Section 13. Emergency Sick Leave Bank.

a. There shall continue to be an Emergency Sick Leave Bank composed of the contributions of bargaining unit employees. All permanent bargaining unit employees shall contribute fifteen (15) hours from accrued sick leave to the sick leave bank. Hours contributed shall not revert to employees if not used. It is understood that all employees within the bargaining unit must contribute fifteen (15) hours to the sick leave bank. This is

effective for all bargaining unit employees who are employed on or after July 1, 1988.  
Therefore:

1. All permanent employees in the bargaining unit who did not have sufficient accrual of sick leave to satisfy their contribution to the sick leave bank will be required to donate sick leave as accrued until they satisfy the fifteen (15) hour requirement.
2. New employees and probationary employees who become permanent will be required to make the contribution at that time.

The term "effective with this Agreement" after July 1, 1988, shall mean "upon receipt of notification to the Division from the Union that the membership has voted to replenish the sick leave bank."

b. Days contributed to the bank shall thereafter be allocated to non-probationary employees with catastrophic or extended, long-term illnesses.

c. To be eligible for allocation of sick days from the bank an employee must meet the following conditions.

- 1) exhaustion of all sick leave, personal and vacation leave, including advance sick leave under Section 5 of this Article;
- 2) the illness or injury is not covered by workers' compensation and/or such benefit has been exhausted;
- 3) an acceptable medical certificate supporting the absence is on file; and
- 4) The bank is not depleted.

d. Days shall be allocated by a Labor Management Advisory Committee with equal representation of the Division and the Union, not to exceed three (3) representatives of each party. This Committee shall have full authority to grant benefits and administer the program in accordance with guidelines outlined in subparagraph b. above. In addition, the Committee shall consider as a factor the extent and circumstances of the applicant's usage of sick leave prior to the illness in question.

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

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

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

## **ARTICLE 23 CIVIL LEAVE**

### **Section 1. Jury Service.**

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

b. Time off for jury duty shall occur on the same day as the jury duty.

c. If the employee reports to jury duty and is released early so that court time and reasonable travel time to the work site (including time to stop at home if necessary) do not exceed three and one-half (3-1/2) hours in total, the employee shall return to work for the balance of the day.

Section 2. An employee called as a witness outside normal working hours in a matter arising out of the performance of customary duties of employment shall, upon request, be granted compensatory time off in accordance with provisions of Article 19.

## **ARTICLE 24 HOLIDAYS**

Section 1. Holidays. 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, and Christmas Day.

## **ARTICLE 25 GROUP HEALTH AND LIFE INSURANCE**

Section 1. Health Insurance. The terms of employee health benefits are covered by a separate agreement pursuant to Conn. Gen. Stat. § 5-278(f).

Section 2. Life Insurance. Division Employees shall continue to be eligible to purchase life insurance in accordance with existing practice. In addition to any life insurance coverage available pursuant to Section 5-257(b) of the Connecticut General Statutes, optional

group life insurance coverage up to a maximum of fifty thousand dollars (\$50,000) may be purchased by an employee in the bargaining unit whose yearly gross earnings are at least forty-five thousand dollars (\$45,000). The actual cost of such optional group life insurance shall be fully borne by the employee. The State Comptroller shall deduct the necessary amount from the employee's pay and shall pay the premiums on such policy or policies. Any dividend or other refunds or rate credits shall inure to the benefit of the State and shall be applied to the cost of such insurance. Such optional coverage shall not be included when calculating the amount of reduced life insurance coverage due retired employees pursuant to Section 5-257(d) of the Connecticut General Statutes.

## **ARTICLE 26 EMPLOYEE RIGHTS**

Employees covered by this Agreement shall suffer no reprisals for exercising their rights under this Agreement.

## **ARTICLE 27 TRANSFERS FOR OPERATIONAL REASONS**

Section 1. The Employer decides the job class involved in transfers, and determines the location from which and to which such transfers will be made. In determining such locations, commuting distances shall be a factor considered.

Section 2. Permanent Transfers.

a. A permanent transfer is defined as a permanent, indefinite change in duty station. Permanent transfers shall first be attempted on a voluntary basis. Involuntary permanent transfers shall be made in accordance with inverse seniority in the job class involved and in the location from which the transfer is being made. Seniority for the purposes of this Article is defined as aggregate service as a full-time permanent employee in the Connecticut Division of Criminal Justice.

b. If such a transfer will require an employee to commute a distance of fifteen (15) miles or greater one way in addition to the distance he/she commuted before the transfer, the Employer and the Union shall meet to discuss alternatives at the request of the Union. Any agreement reached by the parties at this meeting shall supersede the provisions of this Section regarding seniority as a factor in transfers. An employee who has been involuntarily transferred shall have the right to return to his/her original duty station prior to the hiring of a new employee or transfer of an employee in the same job classification at that duty station.

Section 3. Temporary Transfers. A temporary transfer is defined as a temporary assignment away from the duty station. Ordinarily such transfers shall not exceed sixty (60) calendar days. No employee will be required to be in temporary transfer status for more than one hundred twenty (120) calendar days in any calendar year. In making temporary transfers

the Employer shall consider the wishes of employees, seniority, and operational needs; provided, however, its determination shall not be subject to review under Article 10. Employees in temporary transfer status shall receive mileage in accordance with existing practice.

## **ARTICLE 28 RETIREMENT**

The terms and conditions of employee retirement benefits have been negotiated separately by the State and the Union and shall continue under the terms of the Agreement.

## **ARTICLE 29 SAVINGS CLAUSE**

Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of this Agreement shall continue in force, and the parties shall immediately negotiate a substitute provision. Disputes concerning the appropriate substitute provision shall be handled as provided under the State Employees Collective Bargaining Act.

## **ARTICLE 30 LEGISLATIVE ACTION**

The cost items contained in this Agreement and the provisions of this Agreement which supersede pre-existing statutes shall not become effective unless and until legislative approval has been granted pursuant to the State Employees Collective Bargaining Act. The Employer shall request such approval as provided in said Act. If the legislature rejects such request as a whole, the parties shall return to the bargaining table.

## **ARTICLE 31 SUPERSEDEENCE**

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

Section 2. Changes in Practices.

a. Except to the extent that a particular personnel or operational practice is specifically modified or restricted by an express provision of this Agreement or specifically

incorporated by reference in this Agreement, and Employer reserves and retains the right to add to, alter, or eliminate such practices.

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

1. The Employer shall give notice of its contemplated action.
2. The Union may request that the parties convene pursuant to Article 9 to discuss such impact.
3. The parties shall commence discussions in a timely fashion.
4. (i) The fact that such discussions have not commenced or concluded shall not operate to delay the exercise of the Employer's rights under this Agreement, including but not limited to the right to implement all or part of the contemplated action.  
  
(ii) Prior to any such implementation, the Employer shall give notice to the Union and schedule a meeting in accordance with Article 9.
5. The fact that the Employer has exercised its rights shall not operate to terminate the obligation to continue such discussions for a reasonable period of time.



**ARTICLE 32  
SENIORITY**

Section 1. Definition and Computation of Seniority.

a. Except as otherwise defined herein, seniority is defined as current continuous service as a full-time employee of the Criminal Justice Division and shall include all of the following: all paid leave, provided that the employee returns to work immediately following the leave; military leave granted in accordance with Article 21 of this Agreement; unpaid medical leave of absence following exhaustion of sick leave, for up to seven (7) months for any employee who has permanent status, provided that the employee returns to work immediately following the leave. The seniority of employees who were employed by the Division on July 1, 1996 in connection with the transfer of juvenile justice functions from the Judicial Department to the Division shall include their full-time service with the Judicial Department except as provided in Article 15, Section 3-c.

b. Seniority shall not be computed until after completion of the working test period. Upon successful completion of the working test period, seniority shall be retroactive to the date of hire.

c. Seniority shall be deemed broken by: (1) termination of employment caused by resignation, dismissal or retirement; (2) normally, failure to report for five (5) consecutive working days without authorization, layoff in excess of twenty-four (24) months. Credit for seniority up to a break in service shall be restored to an employee who is reemployed within eighteen (18) months of a service break.

Section 2. Seniority shall be a relevant or controlling factor in the following areas:

- a) selection for layoff, as provided in Article 15;
- b) selection of vacation leave and personal leave, as provided in Article 21;
- c) transfers, as provided in Article 27.

Section 3. On an annual basis, the Division shall prepare a seniority list, the form of which shall be subject to the mutual agreement of the parties. Said list will be submitted to the Union as soon as possible after it is prepared.

**ARTICLE 33  
MISCELLANEOUS**

Section 1. Except where varied in this Agreement the Criminal Justice Division will continue in force the following written rules and regulations: (a) eligibility for meals and reimbursement therefor; and (b) paid or unpaid leave of absence.

Section 2. Method of Salary Payment. Employees shall continue to be paid on a bi-weekly basis for the duration of this Agreement.

Section 3. Workers' Compensation Payments. Accrued sick leave, to the extent available, then personal leave, to the extent available, and accrued vacation leave, to the extent available, and finally, accrued compensatory time, to the extent available may be used to supplement worker's compensation payments up to but not beyond an employee's regular salary.

Section 4. Claims. The Employer agrees to facilitate the expeditious processing of claims for lost or damaged property to the Claims Commission.

Section 5. Indemnification. Indemnification shall be provided pursuant to Conn. Gen. Stat. § 4-165. The decision whether to provide counsel to an employee being sued for malpractice shall be based upon whether such employee was acting within the scope of his/her employment, without regard to whether the suit alleges wanton or willful conduct. The question whether the employee was acting within the scope of employment shall be sympathetically considered consistent with the purpose of the indemnification statutes. The Employer shall cooperate in expediting the decision of state officials whether to provide counsel.

Section 6. Notice of Openings. Notice of vacancies to be filled in the bargaining unit shall be distributed via e-mail on a division-wide basis. A concurrent notice via e-mail will be sent to the Union's President. A notice shall remain open and valid for ten (10) work days from the initial e-mail distribution. Interested employees must submit applications within ten (10) days of the initial e-mail distribution. Vacancies will not be filled within this ten (10) day period. The Employer may advertise such vacancies in any other way simultaneously with this distribution and may interview external candidates at any time in the process. The Director of Human Resources shall notify the Union President of the individual who is appointed to the position.

Section 7. The use of the word "he" or "him" in this contract shall be construed in its generic meaning, unless otherwise indicated.

Section 8. Inclement Weather. When an employee is late for work due to inclement weather conditions, the employee shall not be charged for such lateness, provided that he/she reports such conditions to the Employer within a reasonable time and arrives at work as soon as possible.

Section 9. Unless otherwise provided in this Agreement, all leave time may be requested and granted in increments of fifteen (15) minutes.

Section 10. The parties shall equally share the costs of printing the contract. The Union shall have the contract printed.

Section 11. The Division shall arrange for on-site, on-the-job orientation for a new or transferred/promoted employee to assist the employee in becoming familiar with the duties of the position, the functions of the office to which the employee is assigned, and the role of the office within the Division and criminal justice system. Bargaining unit employees may be asked to assist in this orientation process.

Section 12. The Division shall offer training for all employees. If a training session is offered during regular work hours, the employee shall be released with pay to attend. If a training session is offered outside of regular work hours, the employee shall be paid for time spent in attending. The cost of providing the training shall be borne by the Division.

The Division and the Union shall cooperate in identifying no-fee training opportunities for employees through other State agencies. In addition, the Division shall offer in-house training in such areas as the new case management and records systems to those employees of the Division who will have responsibilities for using those systems.

Section 13. Representatives of the Division and the Union shall meet no less than two (2) times per year, upon the request of the Union, and confer regarding what in-service training shall be available to employees, which will be of value to the employee in the performance of his/her job duties and therefore will also benefit the Division.

#### **ARTICLE 34 DURATION**

Section 1. Except as otherwise provided, this Agreement shall be effective July 1, 2016, and shall expire June 30, 2021.

Section 2. Negotiations for a successor agreement shall commence in February 2021. The parties may, by mutual agreement, commence negotiations on a different date.

**SIGNATURES**

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

**DIVISION OF CRIMINAL  
JUSTICE**

**LOCAL 749, COUNCIL 4,  
AFSCME, AFL-CIO**

By:   
John J. Rusotto  
Deputy Chief State's Attorney

By:   
Charles DellaRocca  
President

Date: 5/31/18

Date: 5/31/18

## **APPENDIX A SUPERSEDEENCE**

To the extent applicable and necessary, certain provisions of the Agreement supersede pre-existing statutes and any regulations promulgated thereunder by the Commissioner of Administrative Services, as follows:

(1) The waiver of jury service fee by acceptance of regular salary, pursuant to Article 33 (Miscellaneous), Section 2, shall supersede Conn. Gen. Stat. § 51-47, Compensation of Jurors.

(2) The exclusive deduction of dues for members of AFSCME under Article 7 (Union Security and Payroll Deductions), shall be deemed to supersede the words "any organization" in Conn. Gen. Stat. § 5-260.

(3) Article 5 (Entire Agreement), Section 2 and Article 31 (Supersedence), Section 2 shall be deemed to supersede Conn. Gen. Stat. § 5-271 (a) and (e) and Section 5-272 (c).

(4) Disciplinary interviews (Article 14, Sec. 6) shall be deemed to supersede Conn. Gen. Stat. § 5-271(a).

(5) Longevity (Article 16, Section 3) and Appendix D shall be deemed to supersede Conn. Gen. Stat. § 5-213.

(6) Article 22 (Sick Leave--Leave Without Pay) shall be deemed to supersede Conn. Gen. Stat. § 5-247 and any regulations thereunder promulgated by the Commissioner of Administrative Services.

(7) Article 17 (Compensation), Appendix B, Job Classifications and Salary Groups, and the Salary Schedules of Appendix C shall supersede the provisions of Conn. Gen. Stat. § 5-200a concerning objective job evaluation and the statewide SCOPE agreement.

(8) Appendix F, Furlough days shall be deemed to supersede Conn. Gen. Stat. § 5-248c and any regulations thereunder promulgated by the Commissioner of Administrative Services.

**APPENDIX B  
JOB CLASSIFICATIONS AND SALARY GROUPS**

JOB TITLE	CLASS CODE	SALARY GROUP
Appellate Secretary 1	2625	DC 16
Appellate Secretary 2	2627	DC 18
Clerical Supervisor	2607	DC 19-20
Clerk	2618	DC 10
Forensic Fraud Examiner 1	2600	DC 26
Forensic Fraud Examiner 2	2626	DC 29
Investigator	2616	DC 19-21
Purchasing Assistant	8502	DC 17
Secretary 1	2636	DC 15
Secretary 2	2622	DC 17-18
Senior Clerk	2603	DC 13
Telephone Operator	2676	DC 10

Note: Classifications are allocated to salary groups in accordance with the objective job evaluation point-to-pay-grade assignments as provided in Section 4 of the statewide SCOPE Agreement, as effective June 23, 1995, as modified by this Agreement.

**APPENDIX C - SALARY SCHEDULE**  
**July 1, 2016 June 30, 2019**  
**(Subject to Modification by CORE-CT)**

Salary group	Step								AI
	1	2	3	4	5	6	7	8	
10 ANNUAL	35,328.46	36,428.35	37,528.23	38,628.12	39,728.00	40,827.89	41,927.77	43,027.66	\$1,099.88
BI-WEEKLY	1,353.58	1,395.72	1,437.86	1,480.00	1,522.15	1,564.29	1,606.43	1,648.57	
HOURLY	18.0477	18.6096	19.1715	19.7334	20.2953	20.8572	21.4190	21.9809	
13 ANNUAL	40,062.90	41,541.36	43,019.82	44,498.27	45,976.73	47,455.19	48,933.65	50,412.11	\$1,478.46
BI-WEEKLY	1,534.98	1,591.62	1,648.27	1,704.91	1,761.56	1,818.21	1,874.85	1,931.50	
HOURLY	20.4664	21.2216	21.9769	22.7322	23.4875	24.2428	24.9980	25.7533	
15 ANNUAL	43,791.53	45,392.07	46,992.62	48,593.16	50,193.70	51,794.25	53,394.79	54,995.34	\$1,600.54
BI-WEEKLY	1,677.84	1,739.16	1,800.48	1,861.81	1,923.13	1,984.45	2,045.78	2,107.10	
HOURLY	22.3712	23.1888	24.0064	24.8241	25.6417	26.4594	27.2770	28.0947	
16 ANNUAL	45,869.21	47,525.76	49,182.30	50,838.85	52,495.40	54,151.94	55,808.49	57,465.04	\$1,656.55
BI-WEEKLY	1,757.44	1,820.91	1,884.38	1,947.85	2,011.32	2,074.79	2,138.26	2,201.73	
HOURLY	23.4325	24.2788	25.1251	25.9713	26.8176	27.6638	28.5101	29.3563	
17 ANNUAL	48,145.14	49,842.01	51,538.88	53,235.75	54,932.62	56,629.48	58,326.35	60,023.22	\$1,696.87
BI-WEEKLY	1,844.64	1,909.66	1,974.67	2,039.68	2,104.70	2,169.71	2,234.73	2,299.74	
HOURLY	24.5952	25.4621	26.3289	27.1958	28.0626	28.9295	29.7963	30.6632	
18 ANNUAL	50,575.64	52,320.67	54,065.70	55,810.73	57,555.76	59,300.79	61,045.82	62,790.85	\$1,745.03
BI-WEEKLY	1,937.76	2,004.62	2,071.48	2,138.34	2,205.20	2,272.06	2,338.92	2,405.78	
HOURLY	25.8369	26.7283	27.6198	28.5112	29.4027	30.2941	31.1856	32.0771	
19 ANNUAL	53,063.26	54,854.21	56,645.16	58,436.12	60,227.07	62,018.02	63,808.97	65,599.93	\$1,790.95
BI-WEEKLY	2,033.08	2,101.69	2,170.31	2,238.93	2,307.55	2,376.17	2,444.79	2,513.41	
HOURLY	27.1077	28.0226	28.9375	29.8524	30.7673	31.6823	32.5972	33.5121	
20 ANNUAL	55,769.29	57,608.40	59,447.52	61,286.63	63,125.75	64,964.86	66,803.97	68,643.09	\$1,839.11
BI-WEEKLY	2,136.75	2,207.22	2,277.68	2,348.15	2,418.61	2,489.08	2,559.54	2,630.00	
HOURLY	28.4901	29.4296	30.3691	31.3086	32.2481	33.1877	34.1272	35.0667	
21 ANNUAL	58,517.88	60,401.80	62,285.71	64,169.63	66,053.54	67,937.46	69,821.38	71,705.29	\$1,883.92
BI-WEEKLY	2,242.06	2,314.25	2,386.43	2,458.61	2,530.79	2,602.97	2,675.15	2,747.33	
HOURLY	29.8942	30.8566	31.8190	32.7814	33.7438	34.7062	35.6686	36.6311	
23 ANNUAL	62,964.46	65,306.47	67,648.49	69,990.50	72,332.52	74,674.53	77,016.55	79,358.56	\$2,342.01
BI-WEEKLY	2,412.43	2,502.16	2,591.90	2,681.63	2,771.36	2,861.09	2,950.83	3,040.56	
HOURLY	32.1658	33.3622	34.5586	35.7550	36.9515	38.1479	39.3443	40.5408	

Salary group	Step								AI
	1	2	3	4	5	6	7	8	
26 ANNUAL	72,631.57	75,333.12	78,034.67	80,736.22	83,437.77	86,139.31	88,840.86	91,542.41	\$2,701.55
BI-									
WEEKLY	2,782.82	2,886.33	2,989.83	3,093.34	3,196.85	3,300.36	3,403.86	3,507.37	
HOURLY	37.1043	38.4844	39.8645	41.2446	42.6247	44.0048	45.3849	46.7650	
29 ANNUAL	81,084.55	84,301.32	87,518.09	90,734.86	93,951.63	97,168.40	100,385.17	103,601.94	\$3,216.77
BI-									
WEEKLY	3,106.69	3,229.94	3,353.18	3,476.43	3,599.68	3,722.93	3,846.18	3,969.42	
HOURLY	41.4225	43.0658	44.7091	46.3524	47.9957	49.6390	51.2823	52.9256	



**APPENDIX C - SALARY SCHEDULE**  
**July 1, 2019 June 30, 2020**  
**(Subject to Modification by CORE-CT)**

Salary group	Step								AI
	1	2	3	4	5	6	7	8	
<b>10</b> ANNUAL	36,564.96	37,703.34	38,841.72	39,980.10	41,118.48	42,256.86	43,395.24	44,533.62	\$1,138.38
BI- WEEKLY	1,400.96	1,444.57	1,488.19	1,531.80	1,575.42	1,619.04	1,662.65	1,706.27	
HOURLY	18.6794	19.2610	19.8425	20.4241	21.0056	21.5872	22.1687	22.7503	
<b>13</b> ANNUAL	41,465.10	42,995.30	44,525.51	46,055.71	47,585.92	49,116.13	50,646.33	52,176.54	\$1,530.21
BI- WEEKLY	1,588.70	1,647.33	1,705.96	1,764.59	1,823.22	1,881.84	1,940.47	1,999.10	
HOURLY	21.1827	21.9644	22.7461	23.5278	24.3095	25.0913	25.8730	26.6547	
<b>15</b> ANNUAL	45,324.23	46,980.79	48,637.36	50,293.92	51,950.48	53,607.05	55,263.61	56,920.18	\$1,656.56
BI- WEEKLY	1,736.56	1,800.03	1,863.50	1,926.97	1,990.44	2,053.91	2,117.38	2,180.85	
HOURLY	23.1541	24.0004	24.8467	25.6929	26.5392	27.3855	28.2317	29.0780	
<b>16</b> ANNUAL	47,474.63	49,189.16	50,903.68	52,618.21	54,332.74	56,047.26	57,761.79	59,476.31	\$1,714.53
BI- WEEKLY	1,818.95	1,884.64	1,950.33	2,016.02	2,081.71	2,147.40	2,213.10	2,278.79	
HOURLY	24.2527	25.1286	26.0044	26.8803	27.7562	28.6321	29.5079	30.3838	
<b>17</b> ANNUAL	49,830.22	51,586.48	53,342.74	55,099.00	56,855.26	58,611.52	60,367.77	62,124.03	\$1,756.26
BI- WEEKLY	1,909.20	1,976.49	2,043.78	2,111.07	2,178.36	2,245.65	2,312.94	2,380.23	
HOURLY	25.4561	26.3532	27.2504	28.1476	29.0448	29.9420	30.8392	31.7364	
<b>18</b> ANNUAL	52,345.79	54,151.89	55,958.00	57,764.11	59,570.21	61,376.32	63,182.43	64,988.53	\$1,806.11
BI- WEEKLY	2,005.59	2,074.79	2,143.98	2,213.18	2,282.38	2,351.58	2,420.78	2,489.98	
HOURLY	26.7411	27.6638	28.5865	29.5091	30.4318	31.3544	32.2771	33.1998	
<b>19</b> ANNUAL	54,920.47	56,774.11	58,627.75	60,481.38	62,335.02	64,188.65	66,042.29	67,895.92	\$1,853.64
BI- WEEKLY	2,104.23	2,175.25	2,246.27	2,317.29	2,388.31	2,459.34	2,530.36	2,601.38	
HOURLY	28.0564	29.0034	29.9503	30.8973	31.8442	32.7911	33.7381	34.6850	
<b>20</b> ANNUAL	57,721.21	59,624.70	61,528.18	63,431.66	65,335.15	67,238.63	69,142.11	71,045.60	\$1,903.48
BI- WEEKLY	2,211.54	2,284.47	2,357.40	2,430.33	2,503.26	2,576.19	2,649.12	2,722.05	
HOURLY	29.4872	30.4596	31.4320	32.4044	33.3768	34.3492	35.3216	36.2940	
<b>21</b> ANNUAL	60,566.01	62,515.86	64,465.71	66,415.57	68,365.42	70,315.27	72,265.12	74,214.98	\$1,949.85
BI- WEEKLY	2,320.54	2,395.24	2,469.95	2,544.66	2,619.36	2,694.07	2,768.78	2,843.49	
HOURLY	30.9405	31.9366	32.9327	33.9288	34.9249	35.9210	36.9171	37.9131	
<b>23</b> ANNUAL	65,168.22	67,592.20	70,016.19	72,440.17	74,864.16	77,288.14	79,712.13	82,136.11	\$2,423.99
BI- WEEKLY	2,496.87	2,589.74	2,682.61	2,775.49	2,868.36	2,961.23	3,054.10	3,146.98	
HOURLY	33.2916	34.5299	35.7682	37.0065	38.2448	39.4831	40.7214	41.9597	

Salary group	Step								AI
	1	2	3	4	5	6	7	8	
26 ANNUAL	75,173.67	77,969.78	80,765.88	83,561.98	86,358.09	89,154.19	91,950.29	94,746.40	\$2,796.10
BI-									
WEEKLY	2,880.22	2,987.35	3,094.48	3,201.61	3,308.74	3,415.87	3,523.00	3,630.13	
HOURLY	38.4029	39.8313	41.2597	42.6881	44.1165	45.5449	46.9733	48.4017	
29 ANNUAL	83,922.51	87,251.87	90,581.22	93,910.58	97,239.94	100,569.29	103,898.65	107,228.01	\$3,329.36
BI-									
WEEKLY	3,215.42	3,342.98	3,470.55	3,598.11	3,725.67	3,853.23	3,980.79	4,108.35	
HOURLY	42.8723	44.5731	46.2739	47.9748	49.6756	51.3764	53.0772	54.7780	

**APPENDIX C - SALARY SCHEDULE**  
**July 1, 2020 June 30, 2021**  
**(Subject to Modification by CORE-CT)**

Salary group	Step								AI
	1	2	3	4	5	6	7	8	
10 ANNUAL	37,844.73	39,022.96	40,201.18	41,379.41	42,557.63	43,735.85	44,914.08	46,092.30	\$1,178.22
BI-WEEKLY	1,449.99	1,495.13	1,540.28	1,585.42	1,630.56	1,675.70	1,720.85	1,765.99	
HOURLY	19.3332	19.9351	20.5370	21.1389	21.7408	22.3427	22.9446	23.5465	
13 ANNUAL	42,916.38	44,500.14	46,083.90	47,667.66	49,251.43	50,835.19	52,418.95	54,002.72	\$1,583.76
BI-WEEKLY	1,644.31	1,704.99	1,765.67	1,826.35	1,887.03	1,947.71	2,008.39	2,069.07	
HOURLY	21.9241	22.7331	23.5422	24.3513	25.1604	25.9694	26.7785	27.5876	
15 ANNUAL	46,910.58	48,625.12	50,339.66	52,054.21	53,768.75	55,483.29	57,197.84	58,912.38	\$1,714.54
BI-WEEKLY	1,797.34	1,863.03	1,928.72	1,994.41	2,060.11	2,125.80	2,191.49	2,257.18	
HOURLY	23.9645	24.8404	25.7163	26.5922	27.4681	28.3440	29.2198	30.0957	
16 ANNUAL	49,136.24	50,910.78	52,685.31	54,459.85	56,234.38	58,008.92	59,783.45	61,557.99	\$1,774.53
BI-WEEKLY	1,882.61	1,950.60	2,018.59	2,086.58	2,154.57	2,222.56	2,290.55	2,358.54	
HOURLY	25.1015	26.0081	26.9146	27.8211	28.7277	29.6342	30.5407	31.4472	
17 ANNUAL	51,574.28	53,392.01	55,209.74	57,027.46	58,845.19	60,662.92	62,480.65	64,298.37	\$1,817.73
BI-WEEKLY	1,976.03	2,045.67	2,115.32	2,184.96	2,254.61	2,324.25	2,393.89	2,463.54	
HOURLY	26.3470	27.2756	28.2042	29.1328	30.0614	30.9900	31.9186	32.8472	
18 ANNUAL	54,177.89	56,047.21	57,916.53	59,785.85	61,655.17	63,524.49	65,393.81	67,263.13	\$1,869.32
BI-WEEKLY	2,075.78	2,147.40	2,219.02	2,290.65	2,362.27	2,433.89	2,505.51	2,577.13	
HOURLY	27.6771	28.6320	29.5870	30.5419	31.4969	32.4518	33.4068	34.3618	
19 ANNUAL	56,842.69	58,761.20	60,679.72	62,598.23	64,516.74	66,435.25	68,353.77	70,272.28	\$1,918.51
BI-WEEKLY	2,177.88	2,251.39	2,324.89	2,398.40	2,471.91	2,545.41	2,618.92	2,692.42	
HOURLY	29.0384	30.0185	30.9986	31.9787	32.9587	33.9388	34.9189	35.8990	
20 ANNUAL	59,741.46	61,711.56	63,681.67	65,651.77	67,621.88	69,591.98	71,562.09	73,532.19	\$1,970.11
BI-WEEKLY	2,288.94	2,364.43	2,439.91	2,515.39	2,590.88	2,666.36	2,741.84	2,817.33	
HOURLY	30.5193	31.5257	32.5321	33.5386	34.5450	35.5515	36.5579	37.5643	
21 ANNUAL	62,685.82	64,703.91	66,722.01	68,740.11	70,758.21	72,776.31	74,794.40	76,812.50	\$2,018.10
BI-WEEKLY	2,401.76	2,479.08	2,556.40	2,633.72	2,711.04	2,788.36	2,865.69	2,943.01	
HOURLY	32.0234	33.0544	34.0853	35.1163	36.1472	37.1782	38.2091	39.2401	
23 ANNUAL	67,449.10	69,957.93	72,466.75	74,975.58	77,484.40	79,993.23	82,502.05	85,010.87	\$2,508.82
BI-WEEKLY	2,584.26	2,680.38	2,776.50	2,872.63	2,968.75	3,064.87	3,161.00	3,257.12	
HOURLY	34.4568	35.7384	37.0201	38.3017	39.5833	40.8650	42.1466	43.4283	

Salary group	Step								AI
	1	2	3	4	5	6	7	8	
26 ANNUAL	77,804.75	80,698.72	83,592.69	86,486.65	89,380.62	92,274.59	95,168.55	98,062.52	\$2,893.97
BI-									
WEEKLY	2,981.03	3,091.91	3,202.79	3,313.66	3,424.54	3,535.42	3,646.30	3,757.18	
HOURLY	39.7470	41.2254	42.7038	44.1822	45.6606	47.1390	48.6174	50.0958	
29 ANNUAL	86,859.80	90,305.68	93,751.57	97,197.45	100,643.33	104,089.22	107,535.10	110,980.99	\$3,445.88
BI-									
WEEKLY	3,327.96	3,459.99	3,592.01	3,724.04	3,856.07	3,988.09	4,120.12	4,252.15	
HOURLY	44.3728	46.1332	47.8935	49.6539	51.4142	53.1746	54.9349	56.6953	

## APPENDIX D

### LONGEVITY

Longevity for the period July 1, 2016 through June 30, 2019 shall remain the same, except the April, 2018 payment shall be delayed until July, 2018:

Salary Grade	10years	15years	20 years	25 years
DC 10	\$275.00	\$550.00	\$825.00	\$1,100.00
DC 13	\$369.75	\$739.50	\$1,109.25	\$1,479.00
DC 15	\$400.25	\$800.50	\$1,200.75	\$1,601.00
DC 16	\$414.25	\$828.50	\$1,242.75	\$1,657.00
DC 17	\$424.25	\$848.50	\$1,272.75	\$1,697.00
DC 18	\$436.50	\$873.00	\$1,309.50	\$1,746.00
DC 19	\$447.75	\$895.50	\$1,343.25	\$1,791.00
DC 20	\$460.00	\$920.00	\$1,380.00	\$1,840.00
DC 21	\$471.00	\$942.00	\$1,413.00	\$1,884.00
DC 23	\$585.50	\$1,171.00	\$1,756.50	\$2,342.00
DC 26	\$675.50	\$1,351.00	\$2,026.50	\$2,702.00
DC 29	\$804.25	\$1,608.50	\$2,412.75	\$3,217.00

Longevity for contract years July 1, 2019 through June 30, 2021 shall be adjusted based on wage increases and resulting changes in average annual increment amounts as computed by CORE-CT.

## APPENDIX E

### JOB SECURITY

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

1. Protection from loss of employment is for permanent employees and does not apply to:
  - employees in the initial probationary period established under Article 11, Section 1 of the collective bargaining agreement;
  - expiration of a temporary or durational appointment;
  - termination of grant or other outside funding specified for a particular position.
2. This protection from loss of employment does not prevent the Division from restructuring and eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the collective bargaining agreement, particularly Articles 15 and 27, or the Placement and Training process of the SEBAC agreement. An employee who is laid off under the rules of the collective bargaining agreement or the SEBAC Placement and Training process because of the refusal of an offered position will not be considered a layoff for purposes of this agreement.
3. The Division is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs outside the July 1, 2017-June 30, 2021 period.

## APPENDIX F

### FURLOUGH DAYS

In accordance with the SEBAC framework, all employees are to take three (3) unpaid furlough days during Fiscal Year 2017-2018.

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

1. For the furlough days for FY2017-2018, the paychecks for the pay period beginning after ratification and ending with the last pay period of this fiscal year shall be reduced by the amount necessary to accommodate the value of the furlough day (daily rate of pay).
2. Employees shall make arrangements to take the required three furlough days with the approval of the employee's supervisor. Furlough days shall be selected in the same manner as vacation pursuant to Article 21 of the collective bargaining agreement.
3. Furlough days shall be treated in the same manner as voluntary schedule reductions under Conn. Gen. Stat. § 5-248c.
4. There shall be no compensation for unused furlough days under any circumstances.