ADMINISTRATIVE AND RESIDUAL
[P-5]
BARGAINING UNIT
CONTRACT

- BETWEEN -

STATE OF CONNECTICUT

- AND -

ADMINISTRATIVE & RESIDUAL
EMPLOYEES UNION
LOCAL 4200-AFT/AFTCT, AFL-CIO

EFFECTIVE: JULY 1, 2025 EXPIRING: JUNE 30, 2029

Notes

Table of Contents

PREAMBLE

STATE OF CONNECTICUT, acting by and through the Office of Labor Relations, hereinafter called "the State" or "the Employer" and the Administrative and Residual Employees Union,

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 1
RECOGNITION

The State of Connecticut herein recognizes the Administrative and Residual Employees Union, hereinafter the "Union", as the exclusive representative of the State Employees whose classifications were assigned to the certified unit by action of the Connecticut State Board of Labor Relations under Certification SE-5971, subject to such modifications or clarifications of the unit as the Board or a court of competent jurisdiction may order, or to which the parties may agree.

ARTICLE 2
CONTRACT COVERAGE

Section One. This Agreement shall pertain only to those employees whose job titles fall within Certification SE-5971 or by mutual Agreement of the parties and shall not apply to non-permanent employees appointed to nonpermanent temporary, emergency or seasonal positions, nor to durational positions of six (6) months or less. Employees appointed originally on a provisional basis, and/or employees appointed to

durational positions established for six (6) months or more shall be covered by this Agreement, but shall have no right of appeal from termination due to expiration of position or failure to successfully complete the required examination and appointment process. Persons serving a Working Test Period are not excluded except as otherwise indicated in this Agreement.

(a) New Classes. The Employer will notify the Union of the establishment of new classes and its position concerning the bargaining unit placement. Said notice shall precede the filling of any positions within said classification including the transfer of incumbents from existing titles.

(b) Changes in Job Specifications. The Employer shall notify the Union as far in advance as practicable to permit the parties to negotiate the impact of changes in job specifications.

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

Section Three. Temporary Employees. A temporary employee is defined as an employee who is hired to fill a temporary, durational or emergency position of six (6) months duration or the length of leave of absence of the employee replaced, whichever is longer. Due to the nature of temporary employment, temporary employees cannot be guaranteed continued employment beyond the termination date of the appointment. Termination is therefore without right of appeal. In

other respects, this Agreement shall apply to a temporary employee after completion of six (6) months of continuous service. When the service of such employee has been satisfactory for a period of six (6) months and a non-competitive vacancy exists in the bargaining unit which he/she is qualified to fill, the Employer shall offer the position to the employee after permanent employees have been considered. Upon appointment to a permanent position the employee shall serve a Working Test Period as provided in this Agreement. Seniority shall be retroactive to the date of last hire upon successful completion of the Working Test Period. The period for advance notice to durationals who are employed without a specified termination date of the impending termination of their employment shall be not less than three (3) weeks.

Item #1 of Appendix A - Cross Unit Handling of Durational Positions and Temporaries, as set forth in SEBAC 2017, is incorporated herein.

ARTICLE 3
MANAGEMENT RIGHTS

Section One. Except as otherwise limited by an express provision of this Agreement, the State reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include, but are not limited to, establishing standards of productivity and performance of its employees; determining the mission of an agency and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classification; classification and pay grade for newly created jobs; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the

taking of all necessary actions to carry out its mission in emergencies.

Section Two. Those inherent management rights not restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

ARTICLE 4
EMPLOYEE BILL OF RIGHTS

Section One. Each employee covered herein shall be expected to render a full and fair days work in an atmosphere of mutual respect and dignity, free from offensive, abusive, threatening, or hostile conduct.

Section Two. An employee's off-duty conduct, speech, beliefs, politics or preferences shall not in and of themselves impact on his/her employment unless clearly job related.

(a) In any off-duty conduct involving criminal charges or criminal investigation, which yields no charges, statements made by the accused shall not be admissible in a later administrative action unless clearly job related.

(b) Any complaints not alleging criminal conduct shall be given to the affected employee within four (4) business days of receipt by the employing agency.

Section Three. An employee shall be entitled to Union representation upon his/her request at each step of the grievance procedure and all predisciplinary hearings.

Section Four. No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding without being advised of his/her right to union representation. If the employee waives right to representation in this instance, such waiver shall be in writing. Any employee who has initially waived the right to union representation may retract such waiver, in writing, at any point during the grievance process.

Section Five. No record of complaint against any employee shall be kept in an employee's personnel file unless such record includes identification of the complainant.

Section Six. No employee shall be compelled to offer evidence under oath against himself/herself in any disciplinary action. Testimony by the employee in his/her own behalf shall constitute waiver of this protection. (See Article 14, Section Six [b]).

ARTICLE 5
NON DISCRIMINATION

Section One. The parties agree that neither shall discriminate against any employee, because of the individual's race, color, religious creed, age, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, history of mental disorder or mental retardation, except on the basis of bona fide occupational qualifications. The parties further agree in all aspects to follow the provisions of C.G.S. Sections 46a-81c,d,e, regarding the prohibition of discriminatory employment practices.

Section Two. The parties agree to work jointly to eliminate and to prevent discrimination and to ensure equal opportunity in the application of this Agreement.

Section Three. The Employer shall not discriminate against any employee who has utilized the statutory "whistle blower" provisions and filed information with the appropriate statutory officials.

Section Four. Notwithstanding any provision of this Agreement to the contrary, the Employer will have the right and duty to take all actions necessary to comply with the provision of the Americans with Disabilities Act, 42 U.S.C. 2101, et seq. (ADA) and the Pregnant Workers Fairness Act (PWFA). Upon request, the Employer will meet and discuss specific concerns identified by the Union; however, this shall not delay any actions taken to comply with the ADA and PWFA.

Section Five: Neither party shall discriminate against any employee on the basis of membership or non-membership or lawful activity on behalf of the exclusive bargaining agent.

ARTICLE 6
CONCERTED ACTIVITY

Section One. Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sickout or any interference with the mission of any State Agency. This Article shall be deemed to prohibit the concerted boycott or refusal of overtime work, but shall be interpreted consistent with any provisions of this Agreement on distribution and assignment of overtime work.

Section Two. In any appeal of disciplinary action taken as a result of an alleged violation of this Article, the arbitrator shall have no authority to alter or modify the disciplinary penalty imposed if such penalty is less than the equivalent of a five (5) day suspension.

Section Three. The Union shall exert its best efforts to prevent or terminate any violation of Section One of this Article. Immediate written notice to employees involved of their obligation under this Section, with copies of such notice served on the Employer, shall constitute compliance with this Section.

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

Section Five. The Employer will provide security for employees who continue to meet job obligations in spite of any illegal strike, picket line or other job action posing a hazard to the employees' safety.

ARTICLE 7
UNION SECURITY AND PAYROLL DEDUCTION

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

Section Two. The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State as soon as practicable, expected to be not later than the second pay cycle of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding payroll contact, a list of all employees who have authorized dues deductions, in a format dictated by the responsible payroll contact. In addition, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding payroll contact, in writing, of any revocations of said authorizations and the effective date of the same. Such revocations of collection of dues or other authorized, legitimate union deductions shall be effectuated by the State as soon as practicable, expected to be not later than the second pay cycle after notification by the Union has been provided to the corresponding payroll contact.

Section Three. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules.

Should a bargaining unit member approach the State or its agents seeking information on matters regarding Union membership, that bargaining unit member will be directed to the Union's website at www.andr.ct.aft.org for instructions as to how to communicate directly with the Union. In such case the State may notify the employee of its obligation to comply with this Article,

including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section Four.

Section Four. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. The State shall rely upon information provided by the Union regarding whether deductions for the Union were properly canceled or changed, and the Union shall indemnify the State for any claims made by the employee for deductions made in reliance upon such information. Deductions may be revoked only pursuant to the terms of an employee's written authorization.

Section Five. The amount of dues deducted, under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee as soon as practicable, expected to be not later than two (2) weeks after the payroll period in which such deductions are made.

Section Six. In accordance with the procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with the process outlined in Section Two above.

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

Section Eight. No other organizations shall be entitled to deduction of its dues or other authorized, legitimate union deductions from the payroll.

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

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

Section Eleven. (a) The existing system of voluntary payroll deductions for the Union's Political Action Fund shall be continued.

(b) The State will provide the Union with another deduction slot, if and when a slot can be provided on a bargaining unit basis.

Section Twelve. The Union will waive dues for employees who are on military leave for a qualifying operation as outlined in Comptroller's Memo 2013-24, and waives the deduction of dues and fees from "part pay". When the part pay status ends and the employee begins receiving their full state pay (due to returning to work or using accrued leave), the payroll deduction of union dues must be reinstated as soon as practicable, expected to be not later than the second pay cycle following the employee's return to full pay status.

ARTICLE 8
UNION RIGHTS

Section One. Employer representatives shall deal exclusively with Union designated stewards or representatives in the processing of grievances or any other aspect of contract administration. Employer representatives shall deal exclusively with Union designated members in any/all existing and future labor/management committees. In the case of a specialized meeting where Union representation is desired, the representative(s) will be appointed by the President or his/her designee.

Section Two. The Union will furnish the State employer with the list of stewards designated to represent any segment of employees covered by this Agreement, specifying the jurisdiction of each steward, and shall keep the list current on a monthly basis unless there is no change.

The State employer shall make available electronically to the union a list of Human Resource Officers designated to administer this contract specifying jurisdiction by agency and/or area of concentration, as well as a list of Office of Labor Relations/Department of Administrative services representatives, indicating the agencies and/or area of concentration they are designated to represent, and shall keep the list current on a monthly basis unless there is no change.

Section Three. Access to Premises. Union staff representatives shall be permitted to enter the facilities of an agency at any reasonable time for the purpose of discussing, processing or investigating filed grievances, or fulfilling its role as collective bargaining agent, provided that they give notice of their presence immediately to the supervisor in charge and do not interfere with the performance of duties.

The Union will furnish the State employer with a current list of its staff personnel and their jurisdictions, and shall maintain the currency of said list.

Section Four. Role of Steward in Processing Grievances. The steward will obtain permission from his/her immediate supervisor when leaving the work assignment to carry out steward duties in connection with this Agreement. When contacting an employee, the steward will first report to and obtain permission to see the employee from the employee's supervisor. Such permission will be granted unless the work situation or an emergency demands otherwise. If the immediate supervisor is unavailable, permission will be requested from the next level of supervision. Such requests shall include names (employee's), work location and approximate time (anticipated) that will be needed. The steward will report back to his/her supervisor upon completion of such duties and return to work without a loss in pay or benefits. The Union will cooperate in preventing abuse of this Section. Steward coverage shall be no greater than sixty-five (65) stewards, eight (8) of whom may be designated for general jurisdiction. Only one (1) steward shall represent a grievant at any given time.

(a) The selection and designation of stewards are recognized as exclusively Union functions.

(b) Stewards shall carry appropriate identification, provided by the Union, when performing steward duties.

(c) Stewards shall have reasonable access to work areas when performing steward duties associated with contract administration.

(d) Stewards shall be deemed to have the highest seniority in their classifications; on the condition they have permanent status therein, except as provided otherwise.

Section Five. Consistent with Public Act 21-25, the Union shall have the right to use the State's electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances or other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. With the implementation of Public Act 21-25, the State will discontinue the practice of

furnishing dedicated bulletin board space for Union use in each institution. Individual employees are permitted to use a State computer to visit the Union's website, and to use a State computer and email to interact with an authorized Union representative in matters involving representation and grievance processing.

Section Six. Access to Information. The Employer agrees to provide the Union, upon request and adequate notice, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. The Union shall reimburse the State for the expense and time spent for photocopying extensive information and otherwise as permitted under State Freedom of Information Law. The Union shall not have access to privileged or confidential information.

Information Prior to Loudermill. At least twenty-four hours prior to any Loudermill hearing, the Employer agrees to provide the Union with (at a minimum) investigative reports which resulted in the charges at hand.

Section Seven. Union Business Leave. Subject to prior written approval of the Office of Labor Relations, paid leave may be granted to Union officers, stewards, delegates or designees as follows:

(a) For each year of the contract, a bank of one and three quarter (1.75) hours per employee in the bargaining unit as of July 1 to be used for Union business and steward training shall be established.

Union business leave shall be granted as follows:

(1) Usage shall be for no more than two (2) days per week per person and six (6) days per calendar month per person.. If the Union seeks additional usage, the State and the Union shall discuss the situation and may, by mutual Agreement, grant the leave usage.

(2) Usage shall not be unreasonably denied except where an agency emergency exists. However, if the usage would

cause significant impact on the agency operations, the State and the Union shall discuss the situation and may, by mutual Agreement, postpone or cancel the leave usage.

(3) Unless mutually agreed otherwise, the Union will give seven (7) calendar days written notice requesting Union Business Leave to the Office of Labor Relations. The Union shall provide a concurrent copy to the affected agency.

(b) Leave in the first year may be supplemented by not more than ten percent (10%) of the bank from year two. Leave in the second year may be supplemented by not more than ten percent (10%) of the bank from year three. Leave in the third year may be supplemented by not more than ten percent (10%) of the bank from year four. Likewise, a sum not to exceed ten percent (10%) of the annual bank may be carried over into a succeeding year, but all leave excess shall expire on the final date of this Agreement.

Upon expiration of this Agreement and prior to approval of a successor agreement, the Union shall continue to have available leave time as provided in subsection (a) of this Section Seven. Upon approval of a successor agreement, the leave time utilized during this transition period will be deducted from what approved leave time has been incorporated into the successor agreement.

(c) Officers Leave. Three (3) employees elected or appointed to a full-time office with the Union shall be eligible for an unpaid leave of absence not to exceed two (2) years. Extensions of said leave shall be requested and favorably considered on an annual basis.

One (1) additional employee elected or designated by the Union to a full-time Union assignment shall be eligible for full-time paid leave, which shall be remunerated by the Employer as follows:

(1) The Employer shall pay all salary and benefits. For the purpose of meeting this obligation, the Department of Administrative Services, at its discretion, may establish and fund

a position at the level necessary to cover the paid leave until return to service can be arranged.

(2) Not less than half of the annual work hours shall be deducted from the Union leave bank.

(3) Upon request from the State, the Union shall make reimbursement for any gross salary not compensated from the Union business leave bank (pursuant to Subsection (c) [2]).

Upon return from such leave, the Employer shall offer the employee a position at least equal to the former position in pay, benefits and duties at the wage rates in force at the time of return from such leave. It is intended that the employee on leave shall return to service with all the classification and benefit adjustments attendant to the vacated position, which have accrued in his/her absence. This Article does not obligate the Employer to offer the employee a position in the employee's former agency unless such placement is practicable.

Upon return from leave, the employee on unpaid leave shall have the right to purchase back retirement credits for the period of the leave, provided that, in addition, the employee or the Union contribute the State's share of the cost of such retirement credit.

Section Eight. Orientation.

(b) Except by mutual agreement of the parties, all new members of the bargaining unit shall be eligible for paid release time of one (1) hour to attend a Union orientation, if they so desire. The Employer shall have the option to choose for the orientation to be combined with a new hire orientation conducted by the Employer; in such case, the Employer will provide the Union with ten (10) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation. One (1) Union designated representative shall be released from normal duty to attend. Any additional Union designated representative(s) attending an orientation meeting shall be required to attend such using union business leave.

If the Employer chooses not to schedule its orientation within thirty (30) days after the employee's hire or not to add the Union

orientation to the Employer orientation, the Union shall schedule its orientation at its discretion but consistent with the Employer's operational needs. Ten (10) days in advance of the proposed orientation date, the Union shall contact the Employer to arrange for meeting space at the Employer's facility. The Employer shall make every effort to make meeting space available within a timeframe acceptable to the Union.

Section Nine. The Employer shall provide space for Union meetings during non-working hours (including lunch periods) provided rooms are available and there is no disruption of work.

Section Ten. The existing practices within Agencies for paid leave time for employees serving as witnesses in administrative or judicial proceedings involving contract administration or enforcement shall continue for the duration of the Agreement.

Section Eleven. The State will provide notice to the Union of new members of the bargaining unit, by forwarding the Union a simultaneous copy of the position appointment letter which initiates entry into the bargaining unit (via any relevant transaction, including hire, promotion, transfer, demotion, accretion, etc.). The hiring Agency shall transmit said position appointment letter to a union-designated email address.

ARTICLE 9
WORKING TEST PERIOD

Section One. The Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during a Working Test Period shall be tantamount to a failure of the competitive exam. Dismissal of employees during the original Working Test Period shall not be subject to the grievance or arbitration procedure.

Section Two. (a) The Working Test Period for classes in the A&R Unit shall be six (6) months except for those classes established under C.G. S. Section 5-234, in which case the Working Test Period shall be for the duration of the established training program. Within ten (10) days preceding the termination

of the Working Test Period, and at such other times as the Commissioner of Administrative Services requires, the appointing authority shall report to said Commissioner of Administrative Services whether such employee is able and willing to perform the duties in a manner so as to merit permanent appointment. The Working Test Period may, with the approval of the Commissioner of Administrative Services, be extended on an individual basis for a definite period of time not to exceed six (6) months.

(b) The Working Test Period for a promotion within the bargaining unit is four (4) months.

There shall be no Working Test Period for any employee with permanent status in the position who is involuntarily transferred in that job classification.

Any employee who is promoted to a position, which requires a Working Test Period, shall be advised by the immediate supervisor of his/her performance at the midway point of the Working Test Period. At the employee's request, such progress report shall be put in writing within ten (10) working days.

(1) If the employee's performance is "less than good", the immediate supervisor must offer suggestions for improvement, if requested by the employee. These suggestions shall be reduced to writing within two (2) weeks.

(2) If at the end of the Working Test Period the employee's performance in the new position is rated as unsatisfactory, he/she must be returned to the previous position or a comparable position without loss of any benefits or seniority rights.

Section Three. The Working Test Period shall commence on the date of appointment from the employment list if the position is competitive. Otherwise, the Working Test Period shall commence on the date of original appointment. Employees provisionally promoted will have said provisional service credited toward completion of the Working Test Period when/if a permanent appointment is made.

Section Four. This contract shall not be deemed to terminate any right of appeal which may have existed prior to the Agreement alleging patent unfairness of the Working Test Period due to evaluator bias or variance from the pertinent job specification, provided, however, no such claim will be processed under the grievance and arbitration procedure, and further provided this provision shall be deemed subordinate to Article 14 (Dismissal, Suspension, Demotion or Other Discipline), Section One.

Section Five. The State will waive the Working Test Period for trainees and pre-professional trainees who satisfactorily complete two (2) year training programs. For trainees and pre-professional trainees with program duration of less than two (2) years, the total time which may be served before permanent appointment shall not exceed two (2) years, assuming satisfactory performance. Employees successfully completing a one (1) year training class shall be subject to a four (4) month Working Test Period in the target class. In all other instances, the State retains the discretion to count time spent in professional trainee or pre-professional positions toward completion of the prescribed Working Test Period.

Section Six. Appeal rights for employee in two (2) year training classes. Notwithstanding the provisions of Section Four above, the following applies to employees in two (2) year training classes:

The parties acknowledge that training classes are created for the purpose of preparing employees for their target class. It is agreed that one (1) year of employment in pay status is sufficient to evaluate the potential of an employee, but said evaluation period may be extended by the equivalent of any long term illness (greater than five (5) consecutive days) or leave without pay. Training class employees who have performed in the class as defined above, for the equivalent of one (1) year and are subsequently determined by the Employer to be incapable of performing the job duties of the training class, shall be entitled to the right of appeal to the second step of the grievance procedure,

when the employee alleges patent employer unfairness, or variation from the assigned job classification.

An employee who is determined by the Employer to be incapable of performing the job duties of the training class, but who is considered by the Commissioner of Administrative Services to be suitable for employment in some other department, may be restored to the employment list.

ARTICLE 10
SERVICE RATINGS

Section One. All employees shall receive an annual evaluation three months prior to their anniversary date (January 1, or July 1, as applicable). (C.G.S. Section 5-210(b) for reference). When the month end falls on a holiday or weekend the rating shall be deemed timely if tendered on the first business day after said weekend or holiday. Service ratings may be issued: **(1)** during any Working Test Period, **(2)** when the employer wishes to amend a previously submitted less than good rating due to marked improvement, **(3)** and at such other times as the appointing authority deems that the quality of service of an employee should be recorded.

No second "less than good" rating shall be given until the employer has implemented a remedial plan which specifically identifies the deficiencies and the steps the employee needs to take to cure the deficiencies. In any event, said remedial plan must be in place for at least six (6) months before a second "less than good" rating is issued.

The Employer retains all other contractually or statutorily permitted mechanisms for assessing employee performance. Any files maintained concerning interim conferences shall be in the form of supervisory notes and shall not be on the established rating form.

Section Two. A service rating will be conducted by the management designee familiar with the employee's performance in his/her current job assignment. No supervisor shall make

comments within a service rating where such comments are inconsistent with said rating. However, constructive suggestions for improvement shall not be considered to be inconsistent with the rating.

(a) If each of the rating categories is rated as "Good or Better", the following shall govern supervisory comments included with such rating. In cases where an employee has received "Good or Better" in every job factor on the designated form (PER-127), the rater has the option to complete a comment sheet. The form for recording such comments has been negotiated by the parties, and is designated as PER-127-A. Any comments will be associated with one or more of the factors on the PER-127. Comments are limited to the one page of the PER-127-A. Once the rater has shared the comments with the employee, the employee will have the option of attaching the comment sheet to the rating form, through an affirmative signature. The employee shall have until the close of the third business day from the date he or she has received the comment sheet to inform the supervisor of the decision as to whether or not to have the PER-127-A attached to the PER-127. If the employee provides an affirmative signature prior to the end of the third business day, the employee may choose to revoke said signature prior to the end of the third business day. If the employee does not wish to have the PER-127-A attached to the PER-127, the employee shall not sign the PER-127-A, and the PER-127-A will not be placed in the personnel file; the employee may retain copy for his or her records. The content of the PER-127-A is not subject to the grievance and arbitration process, regardless of whether the employee chooses to have the PER-127-A attached to the PER-127.

Section Three. Ratings of fair in two (2) categories and/or unsatisfactory in one (1) or more categories shall constitute an overall rating of "less than good". Any other rating shall be considered good, except that a fair rating in a rating category shall indicate a need for improvement. An employee who has received a "less than good" rating in any category should be counseled prior to the issuance of said rating. The supervisor shall attach to

the service rating a supporting narrative for each category that is rated as "less than good".

(a) **"Overall Fair Rating".** Ratings of "fair" in two (2) categories shall constitute and overall rating of "Fair", which will not affect payment of the Annual Increment for the first year in which the overall "Fair" rating is issued. Two (2) consecutive overall "Fair" ratings may result in the withholding of the Annual Increment, but are not considered just cause for dismissal pursuant to section 5-240 of the regulations for State Agencies.

(b) "Overall Unsatisfactory Rating". Ratings of "fair" in three (3) categories and/or "unsatisfactory" in one (1) or more categories shall constitute an overall rating of "Unsatisfactory". Two consecutive overall "Unsatisfactory" ratings are considered just cause for dismissal pursuant to section 5-240 of the regulations for State Agencies.

Section Four. An employee may appeal any overall evaluation or evaluation category in which the rating was other than "good or better". The evaluator bears the burden of demonstrating the appropriateness of said evaluation.

Section Five. The service rating form and comment sheet remain negotiated documents.

ARTICLE 11
PERSONNEL RECORDS

Section One. An employee's personnel file or "personnel record" is defined as that which is maintained at the agency level, exclusive of any other file or record, provided however, in certain agencies which do not maintain personnel files or records at the agency level, the defined file or record shall be that which is maintained at the institution level.

Section Two. An employee covered hereunder shall, on the employee's request, be permitted to examine, all materials in his/her personnel file, other than pre-employment material or any other material that is confidential or privileged under law. An

employee may request a copy of material in the personnel file that is permitted for examination under this Section. If said material is available electronically, it shall be provided free of charge; if said material is not available electronically, it shall be provided at a cost of twenty-five (25) cents per page. The State employer reserves the right to require its designee to be present while such file is being inspected or copied. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee. The Union and/or member has the right to take an inventory of the contents of the personnel file at any time.

Section Three. No new material derogatory to an employee shall be placed in the employee's personnel file unless the employee or the Union Steward has been afforded an opportunity to sign (indicating receipt of such material) and has received a copy of such material.

An employee may file a rebuttal within thirty (30) days of receipt. Absent any subsequent documented repetition of the underlying cause generating the derogatory material, the material(s) shall be deemed void as set forth below (15 months following receipt of the derogatory material) unless the parties agree otherwise.

A written reprimand which is not merged in a service rating within fifteen (15) months following the date of issuance shall be considered VOID, unless any subsequent documented corrective measure has been taken within that period of time to address a similar underlying cause as that which resulted in the reprimand.

Notices of proven or accepted discipline and stipulated resolutions thereof are recognized as records to be retained in the personnel file unless the parties mutually agree otherwise, and such agreement is incorporated as part of the terms of said stipulation.

For purposes of this Section VOIDED shall be defined as:

1) the document has been removed and placed in another non-personnel file,

2) no negative presumption can be drawn from the document, and

3) the document is not usable in the future as a reference or a document.

Section Four. This Article shall not be deemed to prohibit supervisors from maintaining written notes or records of employee's performance for the purpose of preparing service ratings. However, such notes or records shall not be admissible in any appeal unless the material has been included in the employee's personnel file in a manner consistent with this Section. The supervisor shall forewarn or notify the employee of any deficiency in advance of the preparation of service ratings or taking disciplinary action.

Section Five. When an employee seeks access to his/her personnel file, the Employer shall provide time off, charged as work time, to travel to the agency office to examine the file or have the file or copies of its contents transferred to the employee's work site for inspection in accordance with Section Two, but not more than a total of twice per calendar year, except in conjunction with grievance processing, service rating review and/or merit promotional procedures.

Section Six. Requests for information contained within a Personnel File ("Record") shall be complied with to the extent required under existing law (e.g. court order, Freedom of Information).

ARTICLE 12
SENIORITY

Section One. (a) Seniority shall be defined as an employee's length of state service since date of last hire.

For part-time employees, seniority shall be pro-rated in accordance with the number of hours worked by the employee.

(b) An employee's seniority shall accrue during the following periods:

(1) War service (including service prior to State employment)

(2) Military leave

(3) Paid leave

(4) Workers' Compensation

(5) Unpaid sick leave, disability, family emergency due to illness, and authorized leaves of absence

(6) Non-disability maternity leave of up to six (6) months

(7) Layoff, to a maximum of twelve (12) months or the length of employee's service, whichever is less; Union leave of any length; and/or sick leave bank time.

(c) For purposes of vacation selection, Union stewards with permanent status shall be deemed to have the highest seniority in their agency.

Section Two. Seniority shall not be computed until after completion of the initial Working Test Period.

Section Three. State service while working in a provisional or trainee position shall not accrue until permanent appointment, whereupon it shall be retroactively applied to include such service. This limitation shall not apply when the employee has achieved permanent status prior to appointment to the trainee position or on a provisional basis.

Section Four. Seniority shall be deemed broken by: (a) termination of employment caused by dismissal, (b) failure to report for five (5) working days without authorization unless the employee provides a valid reason for not notifying the agency or (c) any other termination not in good standing.

Credit will be granted to any employee with permanent status who is reemployed within one (1) year after termination in good standing, including reemployment from retirement.

Section Five. Seniority lists shall be maintained annually with September 1 the target date for completion of seniority lists.

Section Six. Seniority shall be the controlling factor for: (a) holiday staffing, (b) overtime, or (c) shift assignments providing the more senior employee is capable of doing the available work.

Section Seven. Seniority as defined above shall be utilized for the following purposes: (a) longevity, (b) length of vacation leave, and (c) vacation period selection. Effective July 1, 1984 and limited to leaves which begin on or after said date, longevity shall not include those leaves described in Section One(b)(5) and Section One(b)(6) supra. Notwithstanding the foregoing, all periods of state service shall count towards the determination of an employee's longevity entitlement. Effective with the legislative approval of this Agreement, total state service shall count toward the determination of ongoing vacation accrual rate; adjusted rates of vacation accrual resulting from changes in length of service calculation based on total state service shall commence with the accrual awarded as of the first complete month following legislative approval of this Agreement.

ARTICLE 13
ORDER OF LAYOFF OR REEMPLOYMENT

Section One. (a) A layoff is defined as the involuntary, non-disciplinary separation of an employee from State service because of lack of work or economic necessity.

(b) Employees who have not attained permanent status in the classification in which the layoff is to occur shall be removed before any permanent employee.

Section Two. (a) For the purpose of layoff selection, seniority shall be defined as accumulated service in the P-5 bargaining unit. If seniority of two (2) or more employees is exactly the same, the more senior employee shall be determined

by considering: 1) total state service 2) time in classification; 3) a coin toss.

(b) The Employer may designate certain persons as "key persons" within the agency. A key person shall be deemed to have greater seniority than any other bargaining unit employee who would seek to displace him/her under the provisions of Article 13(3), following layoff from another agency. A "key person" shall be bypassed by the lateral displacer, who shall displace the next, more senior person in that title, if one exists.

A "key person" may not be retained over another, more senior, agency employee, nor may the privilege be asserted against an employee with super seniority, under the Article.

The agency shall resolve any conflict(s) caused by competing claims for employees with rights asserted under this section and Section (b), above. Agencies shall be entitled to the designation, based upon the following formula:

Agencies with fewer than 75 unit employees	2 key persons per year.
Agencies with fewer than 125 unit employees	3 key persons per year.
Agencies with 125 + unit employees	4 key persons per year.

No employee may be designated as "key" until that person shall have either one (1) year in the classification; or three (3) years in the job series.

The agency lists shall be forwarded, annually to the Union; no later than April 30, of each year. The list may be changed for the next declaration period; but there shall be no right of substitution (during that contract year) unless the designee leaves the bargaining unit, or the employ of the agency.

The decision to designate or not, is deemed to be an exclusive managerial decision. No employee may grieve the Employer's decision to exercise said right; nor may an employee grieve the loss of designation as "key person".

Section Three. No employee shall be laid off if any employee within the same class with less bargaining unit seniority is retained (subject to Section Two supra). This provision shall not apply to Union stewards who are deemed to have the highest seniority in their classification.

(a) An employee whose position is to be eliminated who is not the least senior in his/her classification shall laterally displace the least senior employee in that classification in his/her agency who may then elect as follows:

(1) To accept the layoff and exercise Section Six rights

(2) To laterally displace the least senior employee in the classification statewide, or

(3) To bump down within his/her agency pursuant to Subsection Five infra.

If the employee elects (3) above, that employee shall have an absolute right to the first agency vacancy in his/her former classification, in addition to and notwithstanding any of the other provisions of this article (See Section Six [e]).

(b) Any employee displaced from his/her classification by exercise of Section Three (a) (2) or (3) supra shall exercise bumping rights as defined in Section Five, infra in the agency from which the original layoff occurs, if his/her employing agency cannot arrange to absorb the employee to be displaced.

Section Four. The State employer shall give an employee and the Union not less than one six (6) weeks written notice of layoff, stating the reason for such action. When practicable, additional advance notice shall be given. An employee shall have four (4) weeks from receipt of notification of layoff in which to exercise bumping rights pursuant to Section Five, herein. The Commissioner of Administrative Services shall arrange to have the employee transferred to a vacancy in the same or comparable class or in any other position which, in the judgment of the State employer, the employee is qualified to fill within the department, agency or institution in which the employee works. If the

employee refuses to accept the transfer, an eligible employee may exercise bumping rights as specified in Section Five**.**

(a) The Employer shall attempt to provide training for employees who, but for the absence of certain identifiable skills, would be eligible for employment in currently vacant positions within the bargaining unit.

(b) When addressing questions of position to be considered as comparable the comparability listing promulgated by the Department of Administrative (DAS) dated October 1995 shall be utilized. As new classifications are established or existing classifications are restructured, DAS shall identify the proper and appropriate comparability for these new/restructured classes using the same or similar criteria utilized for the October 1995 comparability tables.

Section Five. In lieu of layoff, an employee with more than two (2) years of continuous State service may bump into a lower class within the same classification series or a class declared comparable within the agency in which the layoff occurs, and shall bump the employee with the lowest bargaining unit seniority in such lower class subject to the provision of Section Two.

The bumper shall be paid for service in such lower class as provided in Regulation 5-239-2(f).

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

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

(c) An employee appointed to a position from a lower class from which the employee was laid off, shall remain eligible for reemployment to the higher classification. An employee appointed to a position from the reemployment list to a lower class shall be paid for the service in such lower classification at the closest rate in the lower salary range to the employee's former salary in the higher classification from which laid off, but not more than the rate the employee was receiving at that time of layoff.

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

(e) Any employee who elects to accept another position in his/her former classification shall forfeit the absolute right described in Section Three (a)(3) of this Article.

(f) For the purpose of layoff selection, it is understood that an employee in a training class is deemed to be an incumbent in his/her target class. This provision shall not alter the reemployment rights, if any, to which such individual is entitled by contract.

Section Seven. For the purposes of this Article, the Employment Security Division may, at the discretion of the Labor Commissioner, be excluded from the remainder of the Labor Department and deemed to be a separate agency.

Section Eight. 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 State employer of its right to contract out.

(b) The State employer will be deemed in compliance with this Section if:

(1) The employee is offered a transfer to the same or similar position which, in the Employer's judgment, he/she is qualified to perform, with no reduction in pay; or

(2) The Employer offers to train an employee for a position, which reasonably appears to be suitable based on the employee's qualifications and skills. There shall be no reduction in pay during the training period.

(c) Sunset Clause: The provisions of this Section expires automatically on the expiration date of this Agreement.

ARTICLE 14
DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

Section One. (a) No employee shall be suspended, demoted, or reprimanded except for just cause.

(b) No permanent employee in the classified service who has completed the Working Test Period and no unclassified employee who has completed six (6) months of service or the pre-tenure period, whichever is longer, shall be dismissed except for just cause.

Section Two. Grievances concerning dismissal, suspension or disciplinary demotion shall be submitted directly to Step II of the grievance procedure within fifteen (15) days of the receipt of official notification of such action. The fifteen (15) days referenced herein commence with receipt by the Union (Union representative) of a copy of the notification of discipline. In the event the notification is mailed to the Union, it shall be by certified mail. When feasible, the Union will provide the agency with a concurrent copy of the Step II filing. All other grievances shall be filed at Step I.

A notice of a suspension may be issued to an employee, but no suspension of 10 days or fewer shall be served until the Office of Labor Relations has issued a Step 2 response. If the grievant or union postpones the scheduled Step 2 meeting the Office of Labor Relations may direct the agency to impose the suspension.

Section Three. The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and will supersede any preexisting forums.

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

Section Five. Placement of an employee on a paid leave of absence shall be governed by Regulation 5-240-5a to permit investigation. The State may extend paid administrative leave beyond fifteen (15) days to allow for the completion of an ongoing investigation, and any admin processes resulting therefrom. The Union may address with the Office of Labor Relations any concerns resulting from extension of paid admin leave, including offering alternative suggestions.

Provided, however, nothing shall preclude an employee from electing to be placed on an unpaid leave of absence for up to thirty (30) days. In such event, the employee may draw accrued vacation pay.

At the expiration of the thirty (30) day period, the employee shall be either:

(1) charged with the appropriate violation;
(2) reinstated and reassigned to other duties determined appropriate by the appointing authority pending completion of the investigation; or
(3) reinstated from leave.

Section Six. Interrogation. (a) An employee who is being interrogated concerning an incident or action which may subject him/her to disciplinary action shall be notified of his/her right to have a Union Steward or other representative present upon request, provided however, this provision shall not unreasonably delay completion of the interrogation. The interrogation shall not in any case be delayed beyond twelve (12) working hours irrespective of the ability of the Union to provide the required representation. However, no employee will be forced to appear on the day/shift of such notice. This provision shall be applicable to interrogation before, during or after the filing of a charge

against an employee or notification to the employee of disciplinary action.

(b) No employee shall be compelled to offer oral or written evidence against himself/herself in any investigation or (pre) disciplinary action. Statements by the employee in his/her own behalf shall constitute waiver of this protection.

(c) An employee who is not the subject of the disciplinary investigation may be questioned by management regarding their knowledge or understanding of the matter under investigation. Said employee may request to be accompanied by a Union Steward or other representative at any meeting with management for the purpose of this questioning. Said request shall not be unreasonably denied.

Section Seven. 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. When any employee is called to appear at any time beyond his/her normal work time and actually testifies, he/she shall be deemed to be actually working. This provision shall not apply to Union stewards. The applicability of this Section to employees on unscheduled work weeks shall be a subject of continuing discussion at local unit levels by the appropriate Labor Management Committees.

Section Eight. C.G.S. Section 5-240 and the regulations appurtenant thereto in effect on January 1, 1994 are hereby incorporated by reference.

ARTICLE 15
GRIEVANCE PROCEDURE

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

Section Two. Grievances shall be filed on mutually agreed forms which specify: (a) the facts, (b) the issue, (c) the date of the violation alleged, (d) the specific controlling contract provision, and (e) the remedy or relief sought. Any grievance may be amended up to and including Step II of the grievance procedure so long as the factual basis of the complaint is not materially altered.

Section Three. Grievant. A Union representative, with or without the aggrieved employee, may submit a grievance, and the Union may in appropriate cases submit an "institutional" or "general" grievance in its own behalf. When individual employee(s) or group of employees elect(s) to submit a grievance without Union representation, the Union's representative or steward shall be notified of the pending grievance, shall be provided a copy thereof, and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting but shall be provided with a copy of the written response to the grievance. The steward shall be entitled to receive from the Employer all documents pertinent to the disposition of the grievance and to file statements of position. In any such case, where an individual has executed a release in favor of the Union, the individual Grievant shall be responsible for all fees and costs ascribed to the individual Grievant.

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

Section Five. A grievance shall be deemed waived unless submitted at Step I within thirty (30) days from the date of the cause of the grievance or within (30) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance.

(a) In an arbitration proceeding developing from Article 4, the arbitrator's remedy shall be limited to a "cease and desist" order or comparable corrective action.

Section Six. The Grievance Procedure.

Step I. Agency Head or Designee. A grievance shall be submitted to the Agency Head or designee. A meeting with the Union representative and/or grievant shall be held within ten (10) days of receipt of the grievance and a written response shall be issued within ten (10) days thereafter.

Step II. The Office of Labor Relations. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary for Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the Undersecretary for Labor Relations has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to the Undersecretary for Labor Relations within twenty (20) days of the date of the Step I response. Said Undersecretary may hold a conference within sixty (60) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

The Union shall submit grievances to Step II by electronic mail, directed to a designated email address as identified by the Undersecretary for Labor Relations; the Office of Labor Relations shall provide email confirmation to the Union of receipt. If an individual member submits a timely grievance via paper, said method of submittal shall not, in and of itself, constitute grounds for the grievance to be deemed procedurally flawed. The Union shall establish an email address for the purpose of receipt of Step II grievance responses from the Office of Labor Relations; the Union shall provide email confirmation to the Office of Labor Relations of receipt of Step II responses.

Step III Arbitration. Within ten (10) working days after the State's answer is due at Step II or if no conference is held within sixty (60) days, within ten (10) working days after the expiration

of the sixty (60) day period, an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee(s) except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of not less than five working days.

Section Seven. For the purpose of the time limits hereunder, "day" means calendar day unless otherwise specified. The parties by mutual agreement may extend time limits. The State Employer may waive Step I by notifying the steward and/or notifying the Union Office.

Section Eight. In the event that the State 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 therefore shall apply as if the State Employer's answer had been filed timely on that last day.

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

Section Nine. Arbitration. (a) The parties shall agree to maintain the arbitration panel of seven (7) arbitrators from which a specific arbitrator shall be selected on a rotational basis. Each party retains the right to strike any particular arbitrator from the panel following said artibrator's having convened a hearing on his/her third arbitration case between the parties. In such case, a replacement arbitrator shall be jointly agreed upon to replace each rejected arbitrator. Submission to arbitration shall be by letter, postage prepaid, addressed to the Undersecretary for Labor Relations. The submission shall specify that the arbitrator must be available to schedule the beginning hearing within twenty (20) days of his/her appointment. For Arbitrators selected to the panel after July 1, 2017 the arbitrator shall not have a cancellation period greater than 3 calendar weeks.

The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases when the Union is not a party one-half the

cost shall be borne by the State and the other half by the party submitting to arbitration.

On grievances when the question of arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator a separate arbitrator shall be appointed at the request of either party to determine the issue of arbitrability. Cases involving discharges, transfers, layoffs, or actions in which delay might render any remedy moot shall be given preferential scheduling.

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

In cases of dismissals, demotions or suspension in excess of five (5) days, the parties may request the arbitrator to maintain a cassette recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the costs thereof.

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

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

The arbitrator's decision shall be final and binding on the parties in accordance with C. G. S. Section 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission

shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on competent jurisdiction to construe any such award as contravening the public interest.

Late Arbitration Awards. On those cases in which an arbitrator fails, without permission of the parties, to render a decision within the contractual time limits:

(a) The award shall be void.

(b) The arbitrator shall be dropped from the panel.

(c) The arbitrator shall not be paid.

Expedited Arbitration. Expedited arbitration shall be available in those cases where time based issues are critical and for other grievances where the parties agree that such speedier process is mutually advantageous.

The procedure for said grievances shall be as follows:

(1) Grievance files at Step II within ten (10) days of notice of the action.

(2) Step II conference within ten (10) work days of receipt.

(3) Employer response within three (3) work days of conference.

(4) Claim for arbitration to be filed within seven (7) work days of receipt of the Step II response.

(5) Arbitration to be scheduled within twenty (20) work days of claim.

(6) Arbitration decision may be issued as bench decision, by mutual agreement of the parties, but in all cases the award will be issued within ten (10) days of the close of the hearing.

All deadlines specified in this section may be waived by mutual, written consent of the parties. It is recognized that in scheduling an expedited arbitration, a regular grievance scheduled for arbitration may be replaced by the expedited grievance with mutual agreement of the parties. Furthermore, it

is recognized that the failure to meet the appeal time frames established for the Union to move the grievance forward serves as removal of the grievance from expedited status to regular grievance status.

Section Ten. (a) Notwithstanding any other provision of this Agreement, the following matters shall be subject to the grievance procedure but not to arbitration:

(1) compliance with health and safety standards covered by CONN OSHA:

(2) disputes over claimed unlawful discrimination shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact.

(b) Notwithstanding any other provision of this Agreement, the following matters shall not be subject to either the grievance procedure or arbitration:

(1) dismissal of non-permanent employees.

(2) the decision to make a layoff and non-disciplinary termination of employees.

Section Eleven. The existing procedures for handling appeal of rejection from admission to examination shall remain in force. Employees shall have recourse to pursue disputes over reclassification and Temporary Service in a Higher Class payments under the appeal procedure for reclassification per Article 15a, but not under the grievance or arbitration process.

Section Twelve: Conferences and Hearings. All Step II Conferences, Arbitrations, Facilitations and grievance related meetings shall be closed to the press and the public, unless the parties jointly agree to the contrary.

Section Thirteen: Grievance and Arbitration Remedies and Make Whole Procedures. If an employee is reinstated following a termination, after having been paid out for his/her accrued leave, he/she may reinstate said banked leave, or any

portion thereof, by offering repayment at the same cost at which it was paid out.

ARTICLE 15A

RECLASSIFICATION APPEAL PROCEDURE

Section One. Step 1 (Agency). The first step of the reclassification grievance shall be the Commissioner of Administrative Services (DAS), or designee. The DAS Human Resources Business Partner or Agency Human Resources Professional from the Agency in which the grievant is employed, or designee, will hold a meeting with the Union designee, the grievant, and any witnesses virtually and issue a written response within thirty (30) calendar days after the conference is held. Grievance meetings shall include documentation of what witnesses would relate in the form of statements or other offers of proof.

Section Two. 2 (Panel).

(a) An unresolved reclassification grievance may be appealed to the Commissioner of Administrative Services within seven (7) working days of receipt of the Step 1 response or its due date. An appeal panel shall be appointed consisting of one (1) Human Resources Professional experienced in job classification, appointed by the Commissioner of Administrative Services or designee, one (1) Union representative, experienced in job classification, appointed by the Union, and one (1) Management representative, appointed by the Appointing Authority of the Agency from which the grievance originated. The Commissioner or designee, shall designate the Chairperson for the panel. The panel shall, at all times, consist of three (3) members. The preferred method for conducting the panel conference shall be through virtual means; however, upon mutual agreement, the conference may be held in person. The Classification Panel shall hold a conference (either virtual or in

person) on a date mutually agreed upon by the State and the Union.

(b) Any and all conference and grievance-related meetings held under this Article shall be held consistent with the terms specified under Article 15, Section Twelve. The panel chairperson may exclude any person who engages in improper conduct. No formal transcripts or stenographic records of proceedings shall be required. Technical rules of evidence shall not prevail. The panel may not grant any remedy other than the specific remedy requested in the grievance filed at Step I or as modified by mutual agreement of the parties concerned and may not add to, subtract from, alter or modify a bargaining agreement or grant either party matters which were not obtained in the bargaining process. Witnesses shall be compensated in accordance with Article 15, Section Nine. Management may be represented by either the appointing authority (or designee), the Commissioner of Administrative Services designee(s) or both. The burden of proof shall be on the employee to show that management's denial of the reclassification was arbitrary or unreasonable.

Section Three. Panel Action. The Panel shall hear and decide and issue a written response within thirty (30) calendar days of the conference. Time limits for scheduling and response may be extended by agreement of the panel only for good cause. The panel's decision shall be in writing, signed by the Chairperson, and shall be binding on the parties provided the decision is consistent with the merit system conditions. Such decision shall include a brief statement of facts supporting the decision. The original grievance, along with all documents, evidence, and other written data relating to the case shall be filed with the Commissioner of Administrative Services. Copies of the decision only shall be forwarded to the Union representative (or grievant), the appointing authority and any other party deemed by the panel to be entitled to such copy.

Section Four. Panel Decision. The Panel Decision referenced in Section Three above shall be by majority vote, and may be any of the following:

(a) The Panel votes in favor of reclassification, and proceeds as follows:

(1) The Chairperson shall forward to the Commissioner of Administrative Services (through the Chief Human Resources Officer (Chief HRO)) a recommendation for reclassification, along with a complete record of grievance material.

(2) The Chief HRO shall then appoint an HR Professional experienced in classification to review the grievance material, and to convene a brief meeting with the entire Reclass Panel, to discuss their recommendation.

(3) The HR Professional appointed by the Chief HRO shall review the Panel's recommendation, and, on behalf of the Chief HRO, sustain or deny the grievance. Such decision shall be final and binding upon the parties.

(b) The Panel sustains the appeal and payment for service in the higher class is authorized, consistent with Section Six, but reclassification is not recommended because:

(1) Existing merit system conditions do not permit appointment;

(2) The organizational structure and/or staffing conditions do not support the additional position;

(3) Of other reason (state reason).

The Department of Administrative Services will review the work experience of the employee, to validate that s/he meets the minimum experience and training requirements for the higher-level classification, which is a condition of TSHC payment.

(c) The Panel denies the appeal.

Section Five. In any finding referred to in Section Two (b) above, the panel must issue a cease and desist order, or may order back payment as a remedy if deemed appropriate consistent with this Article.

Section Six. An employee whose reclassification appeal is sustained shall be eligible for payment in the higher class beginning with the thirty-first (31st) working day from the date which the panel finds the employee began working in the higher class. In no case may this latter day be earlier than thirty (30) calendar days prior the submission of the grievance at Step I.

Section Seven. TSHC Appeals. Appeal rights for employees seeking payment for Temporary Service in a Higher Class are specified in Article 28. The appeal process for TSHC payment shall be the same as for reclassification, under the pilot program described in Sections Two, Three, and Four of this Article. A Panel Decision in a TSHC appeal may be either:

(a) The panel votes in favor of TSHC, and proceeds as follows:

(1) The Chairperson shall forward to the Commissioner of Administrative Services (through the Chief HRO) a recommendation for TSHC, along with a complete record of the grievance material.

(2) The Chief HRO shall then appoint a human resources professional experienced in classification to review the grievance material, and to convene a brief meeting with the entire Panel, to discuss their recommendation.

(3) The human resources professional appointed by the Chief HRO shall review the Panel's recommendation, and, on behalf of the Chief HRO, sustain or deny the grievance. Such decision shall be final and binding upon the parties.

(b) The Panel denies the appeal. At the discretion of the Panel, a denial may also include instruction to remove one or more duties.

(c) Remedy for a sustained appeal shall be consistent with the terms specified in Article 28. The Department of Administrative Services will review the work experience of the employee, to validate that s/he meets the minimum experience and training requirements for the higher-level classification, which is a condition of TSHC payment.

ARTICLE 16
HOURS OF WORK

Section One. (a) The standard workweek for all full-time employees shall be forty (40) hours, normally Monday through Friday, eight (8) hours per day between the hours of 8:00 a.m. and 5:00 p.m.

The establishment or disestablishment of non-standard workweeks or schedules shall be made only to meet changing agency operation needs and only after advance approval by the Office of Labor Relations, and prior negotiation with the Union and not less than two (2) weeks advance notice to affected employees, except when:

(1) The standard workweek is being established; or,

(2) An emergency situation exists. For such exception, notification and/or consultation shall be made as soon as practicable. As soon as the emergency is alleviated, the employee shall revert to his/her regular schedule.

(b) Employees' request for compressed work schedules (including a four (4) day work week) may be implemented when the following conditions prevail:

(1) The employee initiates said request along with supportive justification.

(2) Such a request is compatible with agency operating needs.

(3) Such a request receives the review and approval of the Agency Head.

(4) The Agency Head shall forward said endorsement to the Office of Labor Relations and it shall be treated as a request for a non-standard work week.

(5) Disputes hereunder are neither grievable nor arbitrable.

Section Two. For the purpose of determining hours of work, a duty station shall be defined as the State-owned or leased building, or other locations at which an employee reports for duty. An employee's work day shall begin at the duty station except as outlined below.

(a) For designated field employees, the duty station shall be defined as the first business call. However, if the first or last business call is more than thirty (30) minutes from home (if by personal vehicle), pickup point (if by State vehicle) or hotel/motel (if traveling outside of the State on State business), the excess over thirty (30) minutes shall be considered as time worked. Provided, however, if the employee resides outside of the State of Connecticut, the standard work day will be measured from the State line when conducting field assignments in Connecticut or passing through Connecticut on field assignments. Such employee conducting field assignments in his/her State of residence will use his/her personal residence as the point of reference for measuring the thirty (30) minute time period above. Provided, however, designated field employees who conduct field assignments in other States will use the hotel/motel in which they stayed the night prior to the call as the point of reference for measuring the thirty (30) minute time period above. The out of State lunch reimbursement policy shall not apply to designated field employees living out-of-state who perform field assignments in their State of residence and/or in Connecticut. Meal reimbursement shall apply for all field assignments outside

of Connecticut and outside the individual's State of residence unless a full meal is included in the cost of a conference or other training assignment.. Meal reimbursements shall be paid at rates specified in Article 25, Section Thirteen.

(b) For designated office employees whose duty station is periodically rotated to meet agency operating needs, said provision (a) shall be equally applicable, except that the facility to which the employee is assigned shall be considered as the first (and last) business call.

Any such employee whose duty station is changed shall be given a minimum of two (2) weeks advance notice of such change except in unusual circumstances.

Section Three. Meal Periods. Meal periods shall be scheduled close to the middle of a shift consistent with the operating needs of the agency. Airport Managers assigned by the appointing authority to be on call during the meal break shall be paid for such meal breaks.

Section Four. Rest Periods. Unless precluded by existing agency policy and subject to the operating needs of any agency, employees will be scheduled to receive a fifteen (15) minute rest period in each half shift.

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

(b) (1) Time and one half shall be paid for all hours in excess of forty (40), except as may otherwise be provided in Article 16A, or C.G.S. Section 5-245 for employees on approved rotating shifts, unscheduled positions or classes, and averaging schedules.

(2) Employees shall continue to be paid overtime consistent with this Agreement, although the parties recognize the statutory obligation that eligible employees be paid overtime in compliance with the provisions of the federal Fair Labor Standards Act (FLSA).

After the payment of overtime in accordance with the Collective Bargaining Agreement (see generally, this Article), an employee's additional FLSA payment, if any, shall be computed according to the rules set forth in the FLSA (29, CFR Part 778 et seq). In determining whether said employee is eligible for FLSA overtime payment, only "hours worked" as defined in the Act shall be counted. Furthermore, the FLSA liability shall be offset by the amount of overtime payments already paid to said employee in accordance with this Agreement and existing practice, for that FLSA work period.

(c) Call Back Pay. Employees who have left work after the end of their scheduled work shift and who are called back to work or called to perform business related tasks, shall receive a minimum of four (4) hours of overtime, including portal-to-portal travel, if applicable. This provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift.

(d) Exempt Employees. (1) Except as may otherwise be provided by specific terms of this Agreement, C.G.S. Section 5-245(b)(1) shall be deemed to exempt from overtime payment all employees being paid above Salary Grade 24, and those unclassified positions which on June 30, 1977 were deemed exempt positions. Subject to the operating needs of the agency:

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

(3) Exempt employees who are required by the State to perform extended service outside the normal workweek to complete a project or for other State purpose shall be authorized to receive compensatory time off.

Employees shall be allowed to bank up to but not more than 100 hours of compensatory time. If, at any time an employee's personal compensatory time bank exceeds the 100 hour maximum, the employee shall be paid for the time in excess of

100 hours as soon thereafter as is practicable. Said monies shall be paid at the pay rate in force on the date of the payment. Employees who exceed the 100 hour maximum on the date of legislative ratification of this Agreement shall arrange with their Agency to eliminate the excess by use of release time and/or payment, but in no case may they continue to bank new compensatory time until their bank is less than 100 hours.

(4) In no event shall such compensatory time be deemed to accrue in any matter or be the basis for compensation upon termination of employment.

(5) Employees who are consistently denied compensatory time off under Subsection 1 or 2 may grieve up to but not beyond the Secretary of the Office of Policy and Management.

The Secretary or designee may direct the granting of the compensatory time off or authorize payment of such compensatory time in lieu of time off. The employee will either receive compensatory time off or payment.

(6) In cases of national or State emergency or where prior approval has been given by the Office of Policy and Management, exempt employees may be paid overtime consistent with this Article. This paragraph is not intended to preempt or nullify any existing provisions which vary the exemption rules.

(e) Overtime pay shall not be pyramided. When practicable, overtime shall be paid no later than the second payroll period following the overtime worked.

(f) Employees assigned to work out of state shall be compensated at the same rate of compensation as would be applicable if the work was performed in the state. Employees assigned to travel out of state as part of a regular work assignment, shall be compensated for the actual time spent in such travel.

(g) Each organization unit of a State agency shall establish a volunteer overtime list. An employee may remove/add his/her name from/to the list with two (2) weeks notice. In the event no

volunteer is available, the State has the right to require overtime when practicable. Overtime equalization shall be practiced consistent with agency operating needs. An employee who has not volunteered for overtime shall not be penalized for such refusal. The State shall designate job titles where mandatory paid overtime can be required. There shall be no compensatory time for employees eligible to receive overtime pay.

Section Six. When the employee is late for work due to inclement weather, hazardous driving conditions, or mass transportation failures, the employee shall not be charged for such lateness provided that he/she arrives at work within an hour of the start of the shift. In exceptional circumstances, up to 2-1/2 hours may be excused without charge to the employee's leave balances if the severity of conditions so warrants. In assessing whether or not to excuse lateness in excess of an hour, consideration will be given to the time the employee arrives at work when compared to other employees traveling to work under similar circumstances.

Failure to excuse lateness of up to 2-1/2 hours shall be subject to the grievance and arbitration provisions of this Agreement. In any arbitration of a dispute under this Section, unless the Employer can be shown to have acted arbitrarily and capriciously, the arbitrator shall give substantial weight to the judgment of the Employer.

In those cases in which either the additional 1-1/2 hours are not credited to the employee, or the lateness exceeds 2-1/2 hours, said employee may opt to either make up said time or charge said excess time to accrued leave.

In the instance of a Governor (designee) delayed opening of 11:00AM or later, Article 16 Section 6 of the A&R contract shall not apply and employees shall be expected to arrive at the Governor (designee) declared start time. In instances where an employee arrives after the Governor (designee) declared start time, said employee may opt to either make up the extended delay or charge said excess time to accrued leave. In all other regards, including delayed openings prior to 11:00 AM, Article 16 Section 6 and MOU VIII language shall control.

Section Seven. Essential Employees. (a) When an employee is required to physically report to work despite the Governor (designee) ordering a closing of some or all of that employee's normal shift, the following shall apply: In addition to any overtime involving the shift, the employee shall receive straight compensatory time, in addition to the employee's regular pay, for the hours worked during the employee's normal shift when the State has been ordered closed.

(b) When an essential employee is not afforded the opportunity to decline telework on a closure day that falls on a non-telework day, said essential employee will be treated as if he or she were required to physically report to work.

Section Eight. Consistent with C.G.S. Section 5-248c and the regulations promulgated there under, a permanent employee may submit a request to the appointing authority for a voluntary schedule reduction. The appointing authority shall promptly review such request and notify the employee of the approval or denial of the request. The approval or denial of such request is neither grievable nor arbitrable.

ARTICLE 16 A
ALTERNATIVE WORK SCHEDULES

Section One. The State shall continue to implement and operate for employees in all agencies, AWS schedules; the degree of employee free choice and band-width may vary from agency to agency or subunit to subunit, but the preference shall be for maximum employee free choice where feasible. Any bargaining unit employee not otherwise exempted by agreement, or by action of the employer as set forth below, may participate in the available options.

Employees whose salaries are currently below the (Article 16, Section 5 [d]) Overtime Cap may nevertheless participate in pure flextime, averaging and compressed workweek options to the same degree as those above the cap. Any such employee who voluntarily chooses such a schedule option, shall be

allowed to work up to eighty (80) hours in any pay period before qualifying for paid overtime. This provision shall supersede relevant statutes in accordance with the provisions of the State Employee Relations Act, C.G.S. Section 5-278b.

(a) Each State Agency will have established a menu of alternative work schedule options. The menu of options shall be available to full-time permanent employees. Said menu may include the following:

1. unrestricted daily starting/quitting time; around a core hour structure.
2. 5/4 or 4/5 bi-weekly.
3. weekly variable starting and quitting time.

Notwithstanding any previously published AWS menu of options, agencies may be exempt from offering alternative schedules based on business needs. In requesting such exemption the agency must provide its justification to the Office of Labor Relations, who shall in turn inform the Union of its determination concerning the exemption. Upon request from the Union, through the Office of Labor Relations, the parties shall meet and discuss the exemption. If no agreement is reached, either party may submit the issue to Arbitration for resolution. At their discretion, either party may elect either the regular arbitration process or the Expedited Arbitration. The arbitrator in rendering a decision must give weight to the following factors: the impact on clients, consumers and/or the public, the impact on the Agency/Department, and the impact on the Employees. Any such request for an exemption of employees currently participating in an AWS program shall be stayed until receipt of the Arbitration Award.

(b) Assignment to any variation of the standard workweek, is not considered an alternative work schedule.

(c) An AWS Committee shall exist for each agency, comprised of an equal number of representatives of the Union. The union representatives shall be designated by the Union President. The Agency representatives shall be designated by the Appointing Authority, and shall include either an employee of

OLR or DAS/Human Resources. The Committee shall review and vote upon all new and/or revised AWS programs and offerings.

(d) Employees on an AWS schedule may be required to attend meetings scheduled outside the standard workweek as defined in Article 16 with no less than 10 (ten) days notice. Employees not otherwise scheduled to work during the required meeting time, outside the standard workweek, will be eligible for overtime/compensatory time as prescribed by this Agreement.

Employees on an AWS schedule may be required to attend meetings scheduled within the standard workweek as defined in Article 16, provided they receive no less than 10 (ten) days notice. Such timely notice will preclude overtime or compensatory time for such meetings. Employees shall adjust their schedule accordingly. Such notice shall not be required when such employees are scheduled to work during the scheduled meeting times according to their approved AWS scheduled hours or core hours for employees on unrestricted daily starting and quitting times.

Section Two. Except as otherwise determined by the AWS Committee, employees shall submit quarterly the schedule from the menu of options that the employee wishes to be working for the following quarter. The submittal will be to the employee's supervisor (non-bargaining unit). The grant or denial of this submitted schedule will be based on business needs. Staffing complements required during a workday are to be determined solely by management.

Section Three. **Reduction and/or Elimination**

Except as otherwise provided herein, the employee and the Union must receive not less than ten (10) days notice of an Agency's intent to modify, suspend, or discontinue any alternative work schedule. Agencies may reduce, or eliminate alternative work schedules based upon written supportive factual evidence of one or more of the following:

a. increased cost or unduly burdensome

b. inconvenience or decrease in service to the public

c. decrease in work productivity
d. inability of the employer to maintain or sustain adequate staffing levels

Except as otherwise provided herein, a reduction or elimination of an alternative work schedule is subject to direct arbitral appeal pursuant to the arbitration provisions of this Agreement. Unless the Union agrees to the contrary, actions to reduce or eliminate programs, including the failure to maintain the employee's currently approved schedule, shall be stayed until receipt of the Arbitration Award.

Section Four. Individual Options

(a) There shall be an AWS Facilitator, who shall be knowledgeable in flexible schedule issues. The Facilitator shall be available to resolve such matters as are set forth hereafter. The State and the Union shall share equally the Facilitator's expenses.

(b) An employee who can demonstrate a need for a non-AWS option, schedule modification based upon childcare responsibilities, eldercare, family or personal medical condition or treatment, or other care obligations, educational programs, carpooling or mass transportation considerations, shall be accommodated whenever possible. The AWS Facilitator shall have binding authority to resolve these disputes. Such request shall be reviewed quarterly.

(c) An employee shall qualify for said accommodation unless the Agency can establish that the employee has demonstrated a pattern of a lack of dependability during the preceding twelve (12) months. Said pattern must have been documented in writing, and the employee must have been provided with an opportunity to acknowledge receipt of said documentation. Management shall give due consideration as to whether the grant of said schedule might logically cure the dependability problem.

(d) The Appointing Authority may revoke a preferred schedule if an employee has been found to have misconducted him/herself in any manner with respect to the schedule. The

removal of said schedule shall be stayed until the matter can be reviewed initially by the AWS Facilitator, who may issue an interim order regarding the schedule. Said order shall be limited to the issue of whether the stay should continue pending submission of the threshold issue to the [disciplinary] arbitrator [Grievance Panel].

Section Five. Conflicts

Whenever possible, Article 12 "seniority" shall apply in resolving conflicts between similarly classified employees and competing requests for schedules. Medical requests, ADA accommodations, and employee performance shortcomings considerations are examples of agreed exceptions to the seniority rule.

ARTICLE 17
HOLIDAYS

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

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

Section Three. Holiday Pay. Each full time employee shall receive pay for the holidays as designated in Section One as follows.

1. When an employee's schedule includes a holiday, but the employee is not obligated to work on that designated holiday, said employee shall receive his/her regular week's pay for the week in which the holiday falls [said holiday pay is equal to eight (8) hours].

2. When an employee is neither scheduled to work, nor called-in on the holiday the employee shall receive a compensatory day of eight (8) hours.

3. If an employee works on the holiday as part of his/her regular schedule, the employee shall receive a compensatory day off plus he/she shall be paid time and one-half for all hours worked on the holiday.

(a) By mutual agreement between the employee and the agency, any single holiday listed above, may be worked in exchange for a day off on the day following Thanksgiving.

4. An employee who is scheduled to be off on a holiday but is called in on that holiday shall receive pay at time and one-half for all hours worked plus a compensatory day off.

5. An employee regularly scheduled for less than a full day on a holiday shall be compensated as follows:

(a) An employee who works shall be paid time and one-half plus a compensatory day as in Section Three above.

(b) An employee who does not work shall receive a total of eight (8) hours holiday credit, which shall be applied so as to guarantee a full week's pay in the week of the holiday. The excess shall be banked as compensatory time.

6. Except where otherwise provided herein, a compensatory day paid to an employee who actually worked on the holiday shall be equal to eight (8) hours. Any current stipulated agreements regarding the length of the compensatory day shall be deemed void by virtue of this provision.

Section Four. At agencies where a regular schedule requires an employee to work on a holiday, staffing needs to be met by volunteers before employees are assigned, provided there are sufficient volunteers qualified and available to meet the agency's operating needs. The Employer may schedule an employee for a compensatory day off within thirty (30) days of the date the holiday was worked, at the mutual convenience of the parties. If such compensatory day cannot be scheduled within the thirty (30)

day period, the employee may request, within forty-five (45) days of the date the holiday was worked, payment at the regular rate of pay earned at the time the holiday was worked. Otherwise, the Employer may schedule a compensatory day off within ninety (90) days of the date the holiday was worked, or at the conclusion of the ninety (90) day period, pay the employee at the regular rate of pay earned at the time the holiday was worked. Seniority shall be considered in meeting staffing needs, consistent with the above.

Section Five. Premium Holidays. Any employee required to work on a premium holiday (Christmas, New Years, Thanksgiving, Memorial Day, July 4th, Labor Day), shall be paid at the rate of time plus one-half (1-1/2) for all hours worked on the holiday plus his/her regular pay for the day, unless the employee wishes compensatory time in lieu of the day's pay.

Section Six. In the case of any premium holiday, the premium pay described in this Section Five shall be applicable on both the actual holiday and the observation day. Nothing herein shall permit any given employee who works both the holiday date and the observation date to claim premium holiday payment for more than one (1) of the dates worked.

ARTICLE 18
VACATIONS

Section One. Employees who were on the State payroll as of June 30, 1977 shall accrue one and one quarter (1-1/4) vacation days per month, except that employees who have completed twenty (20) years of service shall earn paid vacation credits at the rate of one and two-thirds (1-2/3) work days for each completed calendar month of service. For employees hired on or after 7/1/77, the following vacation leave shall apply:

0-5 years	1 day per month
Over 5 and under 20 years	1-1/4 day per month
Over 20 years	1-2/3 day per month

Section Two. Employees are urged, however, to schedule use of vacation leave to preclude build-up of accrued vacation. For employees hired on or before June 30, 1977, the maximum accumulation of vacation shall be one hundred twenty (120) days. For employees hired on and after July 1, 1977, the maximum accumulation shall be seventy (70) days, but the maximum payout upon leaving state service shall be 60 days.

Section Three. Except as provided herein, the written rules and regulations relative to vacation leave will continue in force.

(a) No vacation leave shall accrue for any calendar month in which an employee is on leave of absence without pay for an aggregate of more than five (5) working days.

(b) When a shift off (or any portion thereof) is granted by the act of the Governor (or designee) an employee scheduled to charge vacation accruals or personal leave on that shift shall not be charged. However, this provision shall not apply in the event the employee had leave scheduled for the entire work week (e.g.: Monday – Friday).

Section Four. Subject to operating needs, agencies shall attempt to provide each employee who so requests with a total of one (1) week vacation leave during prime vacation period (June 15 through September 15 and November 20 through January 30). Arbitrary denials under this provision may be appealed through the grievance and arbitration procedure.

Section Five. Advanced Vacation Pay. Upon written request to the agency, no later than three (3) weeks prior to the commencement of a scheduled vacation period, an employee shall receive such earned and accrued pay for vacation time as he/she may request, such payment to be made prior to the commencement of the employee vacation period. Such advances shall be for the period of not less than one (1) pay week.

Section Six. Personal Leave. In addition to annual vacation, each appointing authority shall grant three (3) days of personal leave with pay each calendar year to each employee in a

full-time permanent position, full-time durational position, or full-time trainee position who has six (6) months of State service since date of last hire. Personal leave of absence shall be 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 days not taken in a calendar year shall not be accumulated.

ARTICLE 19
SICK LEAVE

Section One. Each full-time employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) days per completed calendar month of service.

(a) Such leave starts to accrue only on the first working day of the calendar month and is credited upon completion of the month.

(b) No sick leave will accrue when an employee is on leave of absence without pay for an aggregate of more than five (5) working days.

Section Two. The appointing authority shall grant sick leave to the eligible employee who is incapacitated for duty. During such leave, the employee is compensated in full and retains his/her employment benefits. Such leave shall not be granted for periods of time during which the employee is receiving compensation in accordance with C.G.S. Section 5-142 or Section 5-143 except to the extent permitted by said Sections or for recuperation from an illness or injury which is directly traceable to employment by an employer other than the State of Connecticut.

Section Three. An eligible employee shall be granted sick leave:

(a) for medical, dental, or eye examination or treatment for which arrangements cannot be made outside of working hours;

(b) In the event of death in the immediate family when as much as five (5) working days leave with pay shall be granted. Immediate family means spouse, father, mother, sister, brother, mother-in-law, father-in-law, grandparent, or child, and also any relative who is domiciled in the employee's household.

(c) in the event of illness or injury to a member of the immediate family as defined in Section (b) creating a need for the employee to provide in-person care and/or support, provided that not more than ten (10) days of sick leave per calendar year shall be granted therefore;

(d) for going to, attending, and returning from funerals or memorial services of persons other than members of the immediate family, if permission is requested and approved in advance by the appointing authority and provided that not more than three (3) days of sick leave per calendar year shall be granted therefore.

Section Four. If an employee is sick while on annual vacation leave, the time shall be charged against accrued sick leave.

Section Five. A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave. Employees scheduled to be out sick shall not be charged a sick day if the State is closed by act of the Governor (or designee) during that employee's normal work shift (or any portion thereof) however, this provision shall not apply in the event the employee had leave scheduled for the entire workweek (e.g.: Monday-Friday).

Section Six. An employee laid off shall regain accrued sick leave to his/her credit provided he/she returns to State service on a permanent basis pursuant to Article 13, Section Six.

Section Seven. An employee who has resigned from State service in good standing and who is reemployed within one (1) year from the effective date of his/her resignation shall retain sick leave accrued to his/her credit as of the effective date of his/her resignation.

Section Eight. All sick leave shall be recorded in the attendance records of the appointing authority. Such records shall reflect the current amount of accrued leave, the amount and dates when leave was taken, and the current balance available to each employee. The records shall be subject to review by the Commissioner of Administrative Services, and said records shall be available at reasonable times to the employee concerned. Except as otherwise provided in this Agreement or applicable Statute or Regulations, no employee shall be required to disclose the nature of the illness underlying a sick leave request.

Section Nine. Sick leave shall accrue for the first twelve (12) months in which an employee is receiving Workers' Compensation benefits.

Section Ten. Medical Certificate. An acceptable medical certificate, which shall be on the form prescribed by the Commissioner of Administrative Services or a form signed by a licensed physician or other practitioner whose method of healing is recognized by the State providing the same basic information, may be required of an employee by his/her appointing authority to substantiate a request for sick leave for the following reasons:

(1) any period of absence consisting of more than five (5) consecutive working days;

(2) to support request for sick leave of two (2) days or more during annual vacation;

(3) leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified that a certificate will be required;

(4) leave of any duration when evidence indicates reasonable cause for requiring such a certificate, except cases of alleged misconduct, which shall continue to be covered by Article 14.

The employee may grieve the imposition of the prospective medical certificate requirement. In such event the arbitrator may deny imposition of the requirement if the Agency can be shown to have acted arbitrarily or capriciously. During the pendency of

the grievance, the imposition of the medical certificate requirement shall be stayed. The stay shall be in the nature of a temporary restraining order pending an expedited review arbitration on the validity of the stay, or the appropriateness of the medical certificate requirement.

Section Eleven. 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 of sixty (60) days' pay. The provisions of this section shall take effect July 1, 1980.

Section Twelve. This Article supersedes Regulations 5-247-1 through 5-247-4 and 5-247-7 through 5-247-11.

Section Thirteen. Family Leave Provision. An employee who is seriously ill, or who has a seriously ill relative, as described by statute, may request and shall be granted;

(a) a leave of absence subject to the provisions of C.G.S. Section 31-51kk (and amendments thereto) and the regulations appurtenant thereto;

(b) contractually permitted use of accrued sick leave or vacation leave for family care purposes.

In addition thereto, an employee who is seriously ill, or who has a seriously ill relative, as described by the statute, may, without loss of statutory benefits, request and may, at the Employer's discretion, be granted part-time work, where said work can be arranged. The duration of such part-time work arrangements will be determined by the Employer. Denial of part-time work arrangements shall not be grievable or arbitrable.

When family sick leave is utilized in conjunction with provision of C.G.S. Section 31-51kk (and amendments thereto) the statutory leave shall be extended by the actual duration of the contractual sick leave usage.

ARTICLE 20
SICK LEAVE BANK

Section One. Definition. There shall be an Emergency Sick Leave Bank to be used by full-time permanent employees.

Section Two. Eligibility. An employee shall be eligible to use sick leave benefits from the bank when:

(a) The employee has been employed by the State for at least 6 months

(b) The employee has exhausted all sick leave, and personal leave.

(c) The employee has exhausted vacation leave in excess of sixty (60) days and any other compensatory time.

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

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

(f) The employee has not been disciplined for sick leave abuse during the two (2) year period preceding application for the benefit; provided, however, the committee may waive this requirement.

Section Three. Benefit Amount. Benefits under this Article shall be paid at the rate of one-half (1/2) day for each day of illness or injury. Payments shall begin on the fifteenth (15^{th}) calendar day after the exhaustion of leave or Workers' Compensation as outlined above. No employee shall be eligible to draw from the bank more than once per contract year; more than two hundred (200) one-half (1/2) days per year of illness or injury; or if the fund is depleted. Employees receiving benefits under this Article shall not accrue vacation or sick leave during the period of eligibility or be eligible for holiday or other paid leave benefits.

Section Four. Retention of Position. The Employer shall hold the position for any employee who has been placed on sick leave bank for a period of not less than forty-two (42) calendar days. If an employee remains on the sick leave bank for more than forty-two (42) calendar days, the employee shall provide the

employer with at least four weeks notice of the employee's anticipated date of return. Upon receiving said notice, the employer shall identify an available vacancy, in State service, the employer is authorized to fill in which to transfer the employee. Said transfer shall be to an equivalent position with equivalent pay in state service if he/she returns to work within twenty-four (24) weeks of his/her initial placement on the sick leave bank pursuant to C.G.S. Section 31-51kk. If no such vacancy exists, the employee shall be placed on a reemployment list for any position within the classification in which the employee held permanent status, or any position the employee is otherwise deemed qualified to fill. This provision shall not preclude agencies from holding the position for longer periods up to and including the actual length of the leave.

Section Five. The Fund. The fund has been established through contributions of hours from both the State and employees. Effective on the first day of the payroll period following legislative approval of this contract, each full-time permanent employee employed for at least 6 months shall contribute four (4) hours toward the sick leave bank. Said contribution shall be deducted from their individual sick leave balance on such date. Effective that same date, the Employer shall contribute an additional 1,000 hours to the fund. Eight (8) hours shall be deducted from the sick leave balance of any full time permanent employee who has not made the above contribution, subject to the provisions of Section Two above. Additionally, four (4) hours shall be deducted from the sick leave balance of those employees who made the first contribution.

If at any time the fund should fall below 3,000 hours, the Committee shall recommend a contribution from each full-time permanent employee. Said contribution shall not exceed eight (8) hours in any calendar year and shall only be made by mutual agreement of the parties.

Section Six. Administration of the Program. An eligible employee requesting use of emergency sick leave may make application on the prescribed form to a Labor-Management committee established to administer the program. Said

committee shall be comprised of two (2) members; one (1) from the Employer and one (1) from the Union. The Committee shall have full authority to grant benefits and administer the program in accordance with the guidelines above or as mutually agreed to. When an employee returns to work, or when sick leave benefits have been exhausted, the agency will notify the Committee, in writing, with the total number of hours used by said employee. Time off without loss of pay or benefits shall be granted to Committee members to attend meetings as necessary to administer this program.

The actions or non-actions of the Committee shall in no way be subject to collateral attack or subject to the grievance-arbitration process. The panel shall not be considered a State agency, nor shall it be considered a board or other subdivision of the Employer. All actions shall be taken at the discretion of the Committee, and no requests shall be conducted as contested cases. The parties agree to continue to share in the administration of the bank.

This Article supersedes Regulations 5-247-5 and 5-247-6.

Section Seven. The parties agree that the SLB Committee may, from time to time, make reasonable modifications/accommodations in its rules of operations. When such modifications are to be adopted, the changes shall be approved by the respective parties, signed and dated. If any modifications necessitate Legislative notice of Supersedence, said proposed change shall become effective upon Legislative approval.

ARTICLE 21
PREGNANCY, MATERNAL, AND PARENTAL LEAVE

Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion, childbirth or maternity, defined as the hospital stay and any period before or after the hospital stay certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job, may be charged to any accrued paid leaves. Upon expiration of paid leave, the employee may request and shall be granted a medical

leave of absence without pay position held. The total period of medical leave of absence without pay with position being held shall not exceed six (6) months following the date of termination of the pregnancy (also see provisions of Article Twelve, Seniority). A request to continue on a medical leave of absence due to disability as outlined above must be in writing and supplemented by an appropriate medical certificate. Such requests will be granted for an additional period not to exceed three (3) additional months. If granted, the position may or may not be held for the extended period subject to the appointing authority's decision.

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

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

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

Up to five (5) days of paid leave, deducted from sick leave, will be provided to an employee in connection with the birth, adoption or taking custody of a child.

ARTICLE 22
HEALTH PROGRAM

Section One. Where an employee's job specification requires a physical examination or when, in the judgment of the Employer, a physical examination is directly related to job performance and is required, the Employer will provide such examination free of charge. The State will continue to offer free immunization programs, subject to operating needs of the Employer.

Section Two. Disputes over the application of this Article shall be neither grievable nor arbitrable.

ARTICLE 23
GROUP HEALTH INSURANCE

Section One. Health Insurance. For the duration of this Agreement, the State shall continue in force the health insurance coverage previously effective unless modified through the Health Care Cost Containment process or by mutual agreement of the State and SEBAC as prescribed by statute.

Section Two. Life Insurance. The existing group life insurance program shall continue in force for the duration of this Agreement unless varied by mutual agreement of the State and SEBAC as prescribed by statute or legislative action.

ARTICLE 24
COMPENSATION

Section One. General Wage Increase

Effective and retroactive to July 1, 2025 and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for P-5 employees who are active employees in the bargaining unit on the date of legislative ratification, and those who have retired between July 1, 2025 and the date of legislative ratification.

Effective with the pay period that includes July 1, 2026, the base annual salary for all P-5 employees shall be increased by two and one-half percent (2.5%). The increase shall apply to all

P-5 employees who are active employees in the bargaining unit on July 1, 2026.

Effective with the pay period that includes July 1, 2027, the base annual salary for all P-5 employees shall be increased by two and one-half percent (2.5%). The increase shall apply to all P-5 employees who are active employees in the bargaining unit on July 1, 2027.

Wage reopener for 2028-2029 (for effective date July 1, 2028). Either party, by a notice in writing no sooner than January 1, 2028, may reopen Article 24 (Compensation), Section 1 (General Wage Increase) and Section 2(a) (Annual Increments). All other provisions of this Agreement shall remain in full force and effect and shall not be subject to the reopener.

Section Two. Annual Increments and Special Lump Sums.

(a) Annual Increments. Retroactive to July 1, 2025 and upon legislative approval, the annual increment for the 2025-2026 contract year shall be paid for those who are an active employee in the bargaining unit on the date of legislative ratification, and to those who have retired between July 1, 2025 and the date of legislative ratification. Those employees eligible for a top step payment shall receive such payments when increments would normally apply.

Employees will continue to be eligible for and receive annual increments and top step payments during the terms of this contract and in accordance with the existing practice for contract years 2026-2027 and 2027-2028.

Wage Re-opener for 2028-2029 (for effective date July 1, 2028). Either party, by a notice in writing no sooner than January 1, 2028, may reopen Article 24 Section 1 andSection 2. All other provisions of this Agreement shall remain in full force and effect and shall not be subject to the reopener.

Effective July 1, 2022, employees in accreted classifications using the “modified/range” plan shall be eligible for a three percent (3%) annual increment increase when the bargaining unit is awarded an annual increment. Such an increase may not

allow an employee to receive a rate of pay above the maximum range. Any time a 3% would result in a calculation exceeding the maximum of the range, the employee will receive the percentage increase that would place the employee at the maximum of the range; the balance of the increase will be payable in a lump sum.

Employees who are on the maximum step of the salary schedule, who receive no annual increment, shall receive a lump sum payment of two and one-half percent (2.5%) of the employee's annual rate of pay in effect when the payment is made. Such payment shall be made on the date when the annual increment would normally apply. The same two and one-half percent (2.5%) payment shall apply to individuals who are at the maximum of the range on a "modified/range" plan. The Top Step Payment, once earned, shall be a continuing component part of the employee's wages *salary*, as defined by CGS Section 5-278a and shall be included for all calculations thereafter, so long as the employee remains in that salary grade. The Top Step Payment shall be typically paid on or about January 1st of each year.

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

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

Section Three. Longevity.

(a) Employees shall continue to be eligible for longevity payments for the life of this contract in accordance with existing practice. Longevity shall be paid in the final paycheck of each April and October

(b) No employee hired on or after July 1, 2011 shall be entitled to a longevity payment, provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future

Section Four. Shift and Weekend Differential. (a) The existing rules, regulations and rates for night shift differential will continue in force except as follows:

(1) Effective the pay period including, July 1, 2026. The night shift differential shall be two dollars and twenty-five cents ($2.25) Those employees who have selected an alternative work schedule shall not receive shift differential for any hours within the bandwidth hours of AWS.

(2) Employees at or below Salary Grade 24 shall be eligible for shift differential. Teletrack Line Supervisors shall qualify for the night shift differential provided all other eligibility criteria are met.

(b) Weekend Differential. For the purpose of this Article, a weekend is defined as the forty-eight (48) hour period beginning at 11:00 p.m. on Friday night and ending at 11:00 p.m. on Sunday night.

(1) Weekend differential shall be paid for working a full shift with the majority of shift hours falling on the weekend.

(2) Weekend differential shall be paid only for hours worked and not while such an employee is on leave of any nature.

(3) Effective the pay period including, July 1, 2026 the weekend differential will be one-dollar twenty five cents ($1.25) per hour.

(4) Employees at or below Salary Grade 24 shall be eligible for the weekend differential. Teletrack Line Supervisors shall be eligible for said differential provided that all other eligibility criteria are met.

Section Five. An employee who is promoted to a position on a Step plan, whether provisionally or permanently, shall receive an increase equivalent to not less than the amount of an increment in the salary group of the classification to which he/she is promoted, but not to exceed the maximum for the new classification. Effective July 1, 2022, employees promoted to a position on a P-5 "modified/range" plan or promoted within a P-5 "modified/range" plan shall receive an increase to the minimum of the promotional range, or 3%, whichever is greater (except that the wage calculation shall not exceed the maximum for the new classification).

Section Six. By March 31st of each contract year, the Union shall advise the Office of Labor Relations that it would like to transfer uncommitted balances, or any portion thereof, existing in the P-5 Professional Development and Conference Fund to the P-5 Tuition Reimbursement Fund and use it to offset shortfalls in tuition reimbursements. The parties shall notify the Office of the State Comptroller that they reached mutual agreement on the amount that shall be transferred from the Professional Development and Conference Fund to the Tuition Reimbursement Fund. Once any Professional Development and Conference Funds balance or any portion thereof, has been transferred to the Tuition Reimbursement Fund, those funds may be used to reimburse tuition reimbursement applications per current practice.

Effective July 1, 2025, the State will allocate two hundred seventy-five thousand dollars ($275,000) to the Tuition Reimbursement Fund.

Effective July 1, 2026, the State will allocate two hundred seventy-five thousand dollars ($275,000) to the Tuition Fund. Effective July 1, 2027, the State three hundred thousand dollars ($300,000)to the Tuition Fund.

Effective July 1, 2028, the State will allocate three hundred thousand dollars ($300,000) to the Tuition Fund.

Unused funds from one contract year will be carried forward into the following contract year; however, unused funds at the expiration of the contract term shall lapse.

Tuition reimbursement shall be equal to seventy-five percent (75%) of the per credit rate for undergraduate and graduate courses at the University of Connecticut, Storrs; however, such reimbursement shall not exceed the actual cost of each course. Employees shall be eligible for tuition reimbursement for a maximum of twelve (12) credits or the equivalent per year.

Section Seven. Licensing Fees. An employee whose job specification requires a professional license or certification as a condition of employment and who uses such license for State business shall be reimbursed for the cost of such license or certification.

Section Eight. Accidental Death and Dismemberment Policy. Effective July 1, 1985, the State shall provide a ten thousand dollar ($10,000) accidental death and dismemberment policy to cover employees traveling on State business.

Section Nine. Effective upon legislative ratification, employees who are required on a regular and recurring basis to wear safety shoes shall receive an annual allowance of one hundred fifty dollars ($150)

Section Ten. On-Call/Standby Pay. For those employees who are by managerial direction, assigned on-call/standby status and must be available for service and must respond if contacted, a sum of one dollar fifty cents ($1.50) per hour shall be paid for each hour so assigned and for holiday on-call/standby the rate will be two dollars fifty cents($2.50) per hour. Effective July 1, 2022, the rate shall be increased to two dollars twenty-five cents ($2.25) per hour and for holiday on-call/stand-by, the rate will be three dollars ($3.00) per hour. Notwithstanding the duration of any on-call/standby assignment, compensation shall not exceed one hundred seventy-five dollars ($175) per employee per week. Effective July 1, 2022, the weekly compensation for any on-call/standby assignment shall not exceed two hundred fifty dollars ($250) per employee per week.

Section Eleven. Overpayment Procedure. (a) When the Employer determines that an employee has been overpaid, it shall notify the employee of this and the reasons therefore. The Employer shall arrange to recover such overpayment from the employee over the same period in which the employee was overpaid unless the Employer and employee agree to some other arrangements. (For example: an employee who has been overpaid by five dollars ($5.00) per pay period for six months shall refund the Employer at the rate of five dollars ($5.00) per pay period over six months.)

In the event the employee contests whether or how much he/she was actually overpaid, the Employer shall not institute the above refund procedure until the appeal is finally resolved through the grievance procedure. This section shall apply to overpayments, which occur after July 1, 1987.

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

Section Twelve. Home Office Premium. On or about December 1 of each contract year, employees in the following

classifications who are expected to use their home to conduct State business shall receive three hundred dollars ($300): Agriculture Marketing and Inspection Representative 1, Agriculture Marketing and Inspection Representative 2, and Agriculture Marketing and Inspection Supervisor.

Said payments shall be proportionately reduced for those employees who use their home to conduct State business for less than a full year, measured from July 1 – June 30. Notwithstanding the above provision, the current practice pertaining to Hours of Work, Section Two shall continue in force.

Section Thirteen. Any employee who is required by the State to garage a State vehicle at his/her home and whose gross income is reported to be increased by the provision of an employer provided vehicle pursuant to Federal Public Law 99-44 shall receive a two hundred dollar ($200) annual payment on or about January 15 of each contract year. Eligibility for the annual payment shall be limited to those employees who are required to home-garage the vehicle for an aggregate of ten (10) months or more between November 1 and October 31. Those employees who are required to home-garage a vehicle for an aggregate of four (4) months but less than ten (10) months between November 1 and October 31 shall receive a one hundred dollar ($100) annual payment on or about January 15 of each contract year.

In order for an employee to be deemed "required" to garage at home and therefore be eligible for the above payment, the Agency Head or designee must certify to the Director of State Fleet Operations and obtain his/her approval, that due to the nature of the duties the employee must be required to garage the State vehicle at his/her home.

Employees who are allowed, but not required to home garage a State vehicle shall have the option to park at an approved State owned or leased facility consistent with General Letter No. 115.

This section shall not be interpreted to limit the State's right to remove garaging under the provisions of Article 25, Section Fifteen.

Section Fourteen. Lottery Incentives. Connecticut Lottery Corporation shall continue at its discretion, the practice of providing entrepreneurial incentives to designated State Lottery employees.

Section Fifteen. Bilingual Stipend. Effective July 1, 2017, one thousand dollars ($1,000) to be paid quarterly at two hundred and fifty dollars ($250) to be provided to anyone designated by management to interpret a foreign language (including sign language) on an assignment. Receipt of the quarterly payment will be dependent upon the actual necessary utilization during the quarter. Members performing such services shall be drawn from agency volunteer lists, which shall be maintained and updated twice a year.

ARTICLE 25
TRAVEL EXPENSES AND REIMBURSEMENTS

Section One. The standard state travel regulations in force on January 1, 1990, shall be incorporated by reference, except as superseded herein. Employees on the payroll as of July 1, 1982, who currently qualify for benefits in excess of those delineated in the current travel regulations, which rights have been previously arbitrated successfully, shall retain the benefit of said prior practice.

Section Two. An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the General Service Administration (GSA) rate. Such rate shall be adjusted upward or downward within thirty (30) days of any adjustment made by the GSA.

Section Three. Mileage reimbursement for use of personal vehicle on authorized State business shall be computed as the lesser of the following:

(a) From the duty station to and around the employee's work area and return.

(b) From home to and around the employee's work area and return.

Section Four. Field employees or employees with rotating duty stations whose work day begins at a location not owned, leased or occupied by the State shall be paid mileage portal to portal. Such employees whose work day begins at a location owned, leased or occupied by the State shall be paid mileage in accordance with Section Three above.

Section Five. (a) No employee required to use his/her personal vehicle for State business shall receive mileage reimbursement of less than two dollars ($2.00) per day. Effective July 1, 2022, the minimum daily mileage reimbursement provided under the terms of this Section shall be increased to three dollars ($3.00).

(b) Auto Usage Fee. Employees required to utilize (or have available for work related response) a personal vehicle for fifty percent (50%) of the assigned monthly work days shall be paid a daily auto usage fee equal to four dollars ($4.00) for each day of required availability or five dollars ($5.00) for each day of required usage, for each work day of such month which shall be in addition to the mileage reimbursement described in Section Two. Effective July 1, 2022, the Auto Usage Fee amounts provided under the terms of this Section shall be increased to five dollars ($5.00) for each day of required availability or six dollars ($6.00) for each day of required usage.

Said Usage shall be evaluated and paid on a monthly basis upon presentation of travel expense reimbursement.

Section Six. In the event of a federally or state imposed gas rationing program, no employee shall be directed to utilize his/her personal vehicle unless the Employer makes provisions for adequate additional gasoline for employees so directed.

Section Seven. Each employee required by the Employer to use a personally-owned motor vehicle for official State business shall produce an insurance policy for review by the Employer showing that the vehicle to be used is insured in at least the following amounts: **(a)** $50,000/100,000 minimum liability and $5,000 property damage; **(b)** $100,000 minimum for liability for bodily injury and property damage.

No employee shall be terminated from employment solely because an insurer refuses to grant more than the minimum amount of insurance required by law.

Section Eight. Upon request, any employee traveling out of State in a State vehicle shall be issued a commercial gasoline credit card for any emergency repairs which occur after the normal work day. Every effort must be made to secure permission from a supervisory employee prior to making such repairs. Emergency telephone numbers will be provided in each State passenger car for vehicle breakdowns.

Section Nine. When an employee is involved in an accident, damage to State property caused by the driver shall be the responsibility of the agency. The driver may only be assessed for property damage if **(a)** his/her actions constitute willful or wanton misconduct; **(b)** he/she was under the influence of alcohol or unprescribed narcotics.

Section Ten. (a) Out of State Travel. An employee who is required to travel overnight and out of state on State business for a period of two (2) or more consecutive days shall receive a ten dollar ($10.00) lump sum undocumented reimbursement for each day, or partial day, of said business trips, but shall receive no payment for the return day if said return travel ends prior to 7:00 a.m. on that day. Effective July 1, 2022, the lump sum reimbursement provided under the terms of this Section shall be increased to twelve dollars ($12.00).

(b) Premium City Supplement. The Employer shall pay a premium to each employee assigned out of state to cities within Zone 1 and 1A on the Travel Reimbursement policy or outside of the continental United States of America in accordance with current qualification practices. The premium shall be six dollars

($6.00) per day for contract years 2003-2004. In contract year 2005-2006, the Supplement shall be increased to eight dollars ($8.00) per day.

Section Eleven. (a) Travel Advance. Upon request of the employee, the State shall advance a sum of two hundred dollars ($200.00) to each bargaining unit employee who regularly and recurringly accrues travel expenses on an average of seventy-five dollars ($75.00) a month for which reimbursement is claimed. Each employee who wishes to accept said advance shall execute a promissory note which shall make the monies advanced deductible from the employees last paycheck as a State employee within the unit (effective date July 1, 1986). This provision shall not limit or diminish an employee's right to the benefit provided pursuant to Article 25 (11)(b).

Effective July 1, 1988, when a request for repayment is occasioned by a change in circumstances wherein the employee is no longer deemed to be qualified for such advance, payment shall be deducted from:

(1) The first salary payment following ninety (90) days from agency notification to the employee, OR

(2) Where said employee has appealed the agency decision regarding qualification, the first paycheck following the end of the appeal process.

(b) In the event an employee is required to travel out of state on employer business, that employee shall be provided with a cash advance in an amount requested by the employee to cover necessary allowable expenses as outlined in the state travel regulations. At the conclusion of the trip, the employee shall submit the proper vouchers or receipts to justify the advance. If the advance taken was less than justified, the employee shall be reimbursed for the out of pocket expenses within two (2) weeks of filing his/her expense report.

Section Twelve. The Employer will reimburse the full amount of a single hotel room under the following conditions:

(a) When the employee is engaged in a regular job assignment requiring an overnight stay, authorized in advance by the appointing authority.

(b) When the employee is engaged in a regular job assignment and an emergency develops requiring an overnight stay.

(c) When the employee is at a job related conference approved in advance by the Employer, which requires an overnight stay at a specifically designated hotel.

Every effort shall be made to make advance arrangements through the Comptroller or at hotels/motels on the Comptroller's list of approved hotels. The employee is expected to obtain the lowest priced room available. However, where no approved accommodation is available, the employee shall be compensated for the maximum payment on the Comptroller's list.

By October 1, 1988 the State and the Union will agree on a list of acceptable hotels/hotel chains. From among these the employee will make every effort to obtain the lowest priced room available. However, where no approved accommodation is available, the employee shall be compensated at the maximum lodging rate provided for in General Letter 212 or subsequent upward revision.

Employees will attempt to secure government rates where available. This will not preclude those attending approved conferences from conference hotel accommodations as per section 12(c) above.

Section Thirteen. (a) An employee who qualifies for a reimbursable meal shall be compensated as follows:

Breakfast	$ 11.00
Lunch	$ 15.00
Dinner	$ 26.00
	$ 52.00

Effective July 1, 2022, an employee who qualifies for a reimbursable meal shall be compensated as follows:

Breakfast	$ 12.00

Lunch	$ 16.00
Dinner	$ 27.00
	$ 55.00

An employee is not eligible for meal reimbursement for any full meal that is included in the cost of a conference or other training assignment.

(b) An employee who qualifies for a "midnight" meal shall be compensated at a rate equal to the luncheon reimbursement.

(c) Taxes on meals shall continue to be fully reimbursed.

(d) Gratuities shall be reimbursed to a maximum of fifteen percent (15%) of the allowable meal maximum.

Section Fourteen. Airport Managers who are designated to respond to snow and ice season emergencies shall, during the period of such season, be assigned a State vehicle for business use only.

Section Fifteen. (a) The State, upon six (6) weeks notice, may remove vehicle assignment and/or home garaging. The Agency must demonstrate a business reason to effectuate such removal.

(b) In instances when an employee grieves such removal, the grievance will be filed directly at Step II. In any such arbitration, the arbitrator shall not substitute his/her judgment for that of the Agency, unless the Agency can be shown to have acted arbitrarily or capriciously.

(c) The only exception to the notice requirement outlined in Subsection (a) above shall be instances of disciplinary removal of either privilege.

Section Sixteen. Other Business-Related Expenses. Employees shall be fully reimbursed for all other business-related expenses, including but not limited to telephones, telegrams, tolls, parking charges, and ground transportation, so long as they were incurred in the conduct of State business and to the extent that such charges exceed twenty-five dollars ($25.00), verified by receipts. Employees shall be reimbursed

for gratuities to housekeeping staff at the rate of up to two dollars ($2.00) per night for stays of three (3) or more consecutive nights. Effective with the pay period that includes July 1, 2022, the rate of reimbursement for gratuities to housekeeping staff shall be increased to three dollars ($3.00) per night for stays of three (3) or more consecutive nights.

This provision shall be deemed to supersede the provisions of Section Four (a)(3) (Miscellaneous) and Five (Miscellaneous) of the travel regulations. (No duplication of payments).

ARTICLE 26
OBJECTIVE JOB EVALUATIONS

Section One. OJE Payline. Upon OJE implementation, and thereafter, bargaining unit classifications which have been evaluated pursuant to the Objective Job Evaluation process shall be assigned to pay grades based upon the "point to pay" relationship as reflected on the following schedule: Any classes coming into A&R that were not previously evaluated within A&R will be evaluated within one (1) year thereafter.

OJE Point to Pay Schedule
(OJE Pay Line)

Pay Grade	OJE Points
10	89 - 96
11	97 - 105
12	106 - 114
13	115 - 136
14	137 - 149
15	150 - 162
16	163 - 176
17	177 - 191
18	192 - 207
19	208 - 223
20	224 - 240
21	241 - 258
22	259 - 280
23	281 - 300
24	301 - 321
25	322 - 343
26	344 - 366
27	367 - 390
28	391 - 416
29	417 - 430
30	431 - 453
31	454 - 476
32	477 - 499
33	500 - 524
34	525 - 550
35	551 - 577
36	578 - 605
37	606 - 634

Section Two. Date of Implementation. Those classification and individual adjustments which issue as a result of the Objective Job Evaluation process (and appeals there from) shall be implemented and compensated effective October 1, 1987.

Section Three. Method of Implementation. Employees whose classification is upgraded shall be placed at the step of the new salary group, which is closest to, but not less than his/her current salary (upgrading by the round up method).

Section Four. OJE Red Circling. In accordance with Public Act 87-407, An Act Providing Funding for Implementation of State Objective Job Evaluations, "inequities shall not be eliminated through the downgrading of any job classification or salaries."

Section Five. Miscellaneous Section.

(1) Unclassified Classes. Employees whose classes are allocated to the unclassified service shall be adjusted consistent with the contractual OJE line effective the first full pay period following the issuance of said evaluation report, or the OJE implementation date, whichever is later.

(2) Training Classes. It is the understanding of the parties that the salaries of the Connecticut Career Trainee and Accountant Career Trainee Classes, and all incumbents therein, shall be increased to a first year salary of either salary grade 15(1) or salary grade 15(2) consistent with historical practice and degree credentials no later than the date of objective job evaluation (OJE) study implementation. Upon completion of one (1) year of service in a two (2) year training class, said employee shall be advanced to salary grade 15(5).

(3) New Classes. All new classes studied by OJE shall be paid retroactively to the date the class was created.

ARTICLE 27
CLASS REEVALUATIONS

Section One. The procedure set forth in this Article supersedes the provisions of C.G.S. Section 5-200(n).

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

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

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

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

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

Section Five. Nothing in this Article shall be deemed to prevent the State from instituting a class reevaluation on its own initiative after prior consultation by the Union. The Union shall be given two (2) weeks notice prior to a class reevaluation. The State's decision shall be final unless the Union can meet its burden under Section Three above.

*Salary grade modifications added to the end of this document

ARTICLE 28

TEMPORARY SERVICE IN A HIGHER CLASSIFICATION

Section One. (a) Temporary Service in a Higher Classification is defined as the assignment by an appointing authority to perform service in a higher classification when: 1) there is a bona fide vacancy which management has decided to fill temporarily rather than permanently; 2) an employee is on extended absence due to illness, leave of absence or other reasons; or 3) agency operating needs require an employee to perform documented work in a classification above his or her current level. Approval of any such assignment is subject to review and authorization by the Commissioner of Administrative Services, or designee. Assignments requiring the refill or establishment of a position are also subject to the approval of the Secretary of the Office of Policy and Management (or designee). An extended assignment constituting Temporary Service in a Higher Classification is one which is expected to last more than thirty (30) consecutive working days.

(b) The number of supervisees standing alone will not be a bar for TSHC compensation for any individual who is assigned to perform temporary duties consistent this Article where the level of responsibility is substantially the same as that of an individual covered by a higher classification.

Section Two. (a) An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first (31st) consecutive working day, be paid for such actual work, subject to review and approval by DAS and OPM, as indicated above. Payment shall be retroactive to the first day of such service, at the rate of the higher class as if promoted thereto.

(b) An appointing authority making a temporary assignment to a higher class shall issue the employee written notification of the assignment and shall immediately forward the appropriate form along with a copy of the written notification seeking approval of the assignment from the Commissioner of Administrative Services, or designee, in writing. The form certifying the assignment shall specify the rights and obligations

of the parties under Section Two (c) and (d). In any subsequent appeal for compensation, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes for remedy documented under the Grievance Procedure in Article 15.

(c) If, by the thirty-first (31st) consecutive working day, the assignment has not been approved, the employee may request of the appointing authority an immediate reassignment to his or her former duties. The appointing authority shall honor such request. Appeal rights shall accrue only if reassignment to the former duties occurs on or after the thirty-first (31st) consecutive working day. In the event that the reassignment occurs on or after the thirty-first consecutive working day, the employee shall have recourse for TSHC payment under the appeal procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

(d) In the event the Commissioner of Administrative Services (or designee) disapproves the requested assignment on the basis of his or her judgment that the assignment does not constitute temporary service in a higher class, the employee may continue working as assigned, or may request reassignment to his or her former duties. In the event the Secretary of OPM (or designee) disapproves the requested position action that would facilitate payment, the duties forming the basis of the Agency's request for TSHC payment shall be removed immediately.

If the employee continues to work as assigned, the employee shall have recourse for the TSHC payment under the appeal procedure for reclassification, but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

If reassignment is granted by the appointing authority, the employee may appeal for TSHC compensation if the duration of the period of actual work performed at the higher level exceeded 30 consecutive working days prior to the reassignment. The employee may appeal under the procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal for compensation, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

If reassignment is denied by the appointing authority, the employee may appeal for TSHC compensation once the duration of actual work performed at the higher level exceeds 30 consecutive working days. The employee may appeal under the procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal for compensation, the effective date of this assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

Nothing in this Section is intended to preclude an individual employee from making separate claims for reclassification and/or temporary service coverage, with recourse under the reclassification procedure, but not under the grievance and arbitration procedure. In any such case in which an employee makes separate claims, the effective date of the assignment shall represent the retroactive payment date for remedy, should the employee prevail in either appeal, notwithstanding any other timeframes documented under the Grievance procedure in Article 15.

ARTICLE 29
OUT OF TITLE WORK

Section One. Working out-of-title shall be defined as the temporary assignment by an appointing authority to perform duties not within any existing job classification for a period which exceeds ninety (90) days, provided such assignment is approved by the Secretary of the Office of Policy and Management or designee. Said assignment, in order to qualify for treatment hereunder, shall meet the conditions outlined herein.

Section Two. In determining out-of-title work hereunder, the employee shall not be entitled to coverage of this section if:

(a) The duties alleged to be out of title are:

(1) Normally performed by employees in the grievant's title and are not described in another title; or **(2)** reasonably related to the class specifications for the grievant's title; or **(3)** new duties which are a reasonable outgrowth of duties assigned to the grievant's class.

(b) The grievance or complaint is more appropriately addressed by use of the procedures providing for

(1) class reevaluation

(2) temporary service in a higher classification

(3) reclassification grievances.

Section Three. The appointing authority making such assignment shall immediately issue to the employee a written notification of such assignment and concurrently submit a request seeking approval of the establishment of a temporary new class in accordance with the following:

(a) Requests must give complete justification for both need to fill position immediately and for establishment of the class. Such requests shall include therewith a completed duties questionnaire and a copy of the written notification to the employee. An outline of the proposed specification listing typical duties, experience and training requirements and suggested minimum qualifications must be enclosed. Salary determination for temporary class title will be subject to evaluation by the

Budget Division and to the Secretary of the Office of Policy and Management.

(b) (1) The Secretary of the Office of Policy and Management will notify Agency Head of the temporary class title and salary group and will request submission of appropriate forms to establish the position. Appointments may be made after approval. Appointments to temporary classes are temporary and normally will not exceed ninety (90) days. Extension of an additional ninety (90) days may be required to complete the evaluative and approval process.

(2) In the event the assignment is approved the Secretary of the Office of Policy and Management, the employee shall be compensated for the performance of duties retroactive to the thirty-first working day of service.

(3) If the Secretary of the Office of Policy and Management has not approved the assignment within two (2) months of receipt of the request, or in the event the Secretary of the Office of Policy and Management disapproves the request on the basis that in his/her judgment the assignment does not constitute working out-of-title, the employee shall have recourse for appeal of such action under the appeal procedure for reclassification, but not under the grievance or arbitration procedure.

Section Four. Upon notification that the Commissioner of Administrative Services and the Secretary of the Office of Policy and Management have established a permanent class, the following procedure should be followed:

(a) As soon as notification is received that the Commissioner of Administrative Services and Secretary of the Office of Policy and Management have approved the establishment of a permanent class to replace a temporary class title, appropriate forms requesting the establishment of a new position with the approved permanent title and canceling the temporary class title should be submitted. The effective date should be the date of establishment of the class.

(b) After receipt of approval, appropriate transactions transferring the employee from temporary to provisional status and requests to start the examining process should be submitted.

ARTICLE 30
TRANSFERS

Section One. Transfer is the movement of an employee within job classification, (or class declared comparable by the Commissioner of Administrative Services) from one geographic location or operational (work) unit to another geographic location or operational (work) unit. The geographical relocation of an operational (work) unit is not considered a transfer.

Section Two. Transfers Within an Agency. Permanent and temporary (less than six (6) months) transfers within an agency may be made when the appointing authority determines the good of the service will be served, and shall be in accordance with the following:

(a) An employee requesting a transfer shall submit a written request to his/her immediate supervisor, who shall immediately forward it, with any comments and recommendations, to the appointing authority or designee. Requests for transfer will be sympathetically considered except when the employee has transferred within the past six (6) months. Transfer request will be kept on file for eighteen (18) months unless withdrawn or extended in writing by the employee.

(b) When a transfer is to be made, the agency designee will review requests of eligible employees. Of those individuals who are equally qualified, preferences will be given to the employee with the greatest seniority. For purposes of transfers, seniority as defined in Article 12 shall be utilized. For purposes of intra-agency transfer, stewards shall be deemed to have the highest seniority, except as provided in (a) above.

Section Three. Transfer to Another Agency. Permanent or temporary (less than six (6) months) transfers to another agency may be made subject to the requirement that no permanent transfer shall be made unless and until an employee laid off from

the same class and eligible for reemployment has been offered the vacant position.

(a) An employee requesting transfer shall submit a written request, through his/her immediate supervisor and appointing authority, to the Commissioner of Administrative Services. Requests for transfers will not be denied by the appointing authority unreasonably, or unless an employee has transferred within the past six (6) months.

(b) When a vacancy is to be filled from an open competitive list, the Commissioner of Administrative Services will forward the names of eligible employees on the transfer list, ranked in order of seniority within the class, along with the certification from the appropriate examination list. Stewards shall not be deemed to have super-seniority for purposes for inter-agency transfer. The appointing authority, before making an open competitive appointment, shall consider one (1) or more individuals on the transfer list.

(c) (1) An employee who voluntarily transfers to another agency may request a return to his/her former position within four (4) weeks following transfer.

(2) The Agency [which has received the transferee] shall have six (6) weeks to evaluate the transferee, and may elect to return the employee to the agency from which he/she transferred. This election shall be without documentary comment by the agency, and the permanent records will be limited to a notation that the employee was "returned by agreement"

(3) A transferee returned to his/her original agency under Subsections (1) or (2) above, must be returned to the previous position or a comparable position (in the original agency) without any loss of pay or benefits.

(4) The returning employee will remain in the Agency to which he/she transferred until the original Agency has approval from the Office of Policy and Management to refill the position. The original Agency will process the appropriate paperwork immediately. In no event shall such potential delay affect the employee's right to return to a position in the original Agency or

the Agency's right to return the employee. The actual transfer date shall always be effective the first day of a payroll period.

Section Four. No employee shall be involuntarily transferred except within the agency. Before any involuntary transfer, volunteers shall be solicited from those qualified, and if no volunteers are available, the least senior employee in the class who is qualified for said position shall be transferred.

Section Five. Nothing herein shall restrict the appointing authority's right to fill vacancies by any means other than voluntary transfer.

Section Six. The Employer will not transfer an employee for disciplinary purposes. In any case in which the employee alleges that said transfer was disciplinary, expedited arbitration shall be appropriate. This provision shall not apply in cases where there is a combining or transfer of functions from one department to another or from one location to another.

When a grievance has been filed hereunder, all action shall be stayed until the question of whether the transfer is for disciplinary purposes has been considered by the arbitrator.

Section Seven. Transfer shall not affect the accumulation of an employee's benefits or seniority provided herein.

Section Eight. Except as provided herein, no employee who has been transferred shall be required to serve a new Working Test Period if such Working Test Period has been satisfactorily completed in the position transferred from.

Section Nine. Except as provided herein, the rules, regulations and practices shall remain in force.

Section Ten. Legislative Merger/Consolidation of Agency Functions.

(a) In a case where an identifiable division of any agency is relocated to another agency, the employees thereof shall be similarly relocated without any loss of compensation or benefits. The parties shall, within thirty (30) days following

implementation negotiate the impact of such relocated employees.

(b) In those cases where only a segment of an agency function is transferred to another agency, volunteers will be solicited from those in each affected job classification. In the absence of sufficient volunteers, the least senior employee(s) shall be transferred from such segment in each affected job classification. In those cases wherein there are more volunteers than are necessary, employees within the affected segment shall have right of first refusal, and thereafter vacancies shall be filled by seniority.

ARTICLE 31
TRAINING AND PROFESSIONAL LEAVE

Section One. The Employer recognizes its responsibility to provide relevant training for each new employee and continue on-the-job training.

Section Two. Management retains the right to determine training needs, programs, procedures, and to select employees for training. The Union may submit written recommendations concerning training needs.

Section Three. Training activities which are designed to improve employee skills related to current job assignments and in which participation is required by management in lieu of normal work assignments will be scheduled during regular work hours when in management's judgment it is practical to do so. Such training required by the State in addition to regular duty time shall be considered time worked for overtime purposes.

Section Four. The State shall continue to offer training programs, which are aimed at skills development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth. When such programs are available to a group of employees, the selection of the employee(s) to be trained shall be predicated on the needs of the State, the potential of the employee to benefit and contribute to the operational program, and with due regard to the principle of fair opportunity for all eligible and qualified employees within

the group. Seniority (but not steward seniority) shall be a factor in the selection process. Where practicable, volunteers will be solicited for training opportunities.

Section Five. (a) Professional leave is defined as leave to attend seminars, classes, lectures, workshops, conventions, or other related activities in aid of the development, maintenance or exchange of professional skills, techniques or experiences which clearly relate to an employee's primary job assignment or logical career progression.

(b) The Employer recognizes that certain benefits accrue to both the State and the employee through participation in professional leave and will support such leave consistent with agency operating needs and budgetary constraints.

(c) Employees may request and, subject to the conditions outlined herein, shall be granted up to ten (10) days leave with pay per contract term for professional development.

(1) Request must be in writing, identifying the activity to be attended and its relationship to the job assignment and/or career progression, submitted at least three (3) weeks in advance of leave.

(2) No overtime or expenses other than time off without loss of regular day's pay will accrue to the State.

(3) Professional leave, if not used in any contract year, shall be neither accruable nor payable.

(d) Nothing herein will prevent the Employer from assigning an employee to participate in professional development activities as part of a regular job assignment. Such assignments however, will be in addition to professional leave. In such a case, the Employer will absorb any overtime or other expenses accruing from a regular job assignment, consistent with applicable contract provisions.

Section Six. Professional Development and Conference Fund

Effective July 1, 2025, the State will allocate one hundred twenty-five thousand dollars ($125,000) to the Professional Development and Conference Fund.

Effective July 1, 2026, the State will allocate one hundred thirty-five thousand dollars ($135,000) to the Professional Development and Conference Fund.

Effective July 1, 2027, the State will allocate one hundred forty-five thousand dollars ($145,000) to the Professional Development and Conference Fund.

Effective July 1, 2028, the State will allocate one hundred forty-five thousand dollars ($145,000) to the Professional Development and Conference Fund.

In addition, the Union may develop, subject to approval by the State, programs, the cost of which will qualify for said funds. Existing guidelines for usage and reimbursement shall remain in effect unless varied by mutual agreement of both parties. Any unexpended funds, which exist at the end of any contract year, shall roll over for use in the next succeeding year. All funds remaining at the end of the contract shall revert to the State unless the parties agree otherwise.

Section Seven. Professional Development Funds. Each employee shall be entitled to a maximum of six hundred dollars ($600.00) reimbursement per contract year toward the cost of fees, travel, food and lodging related to attendance at conferences, seminars, and programs. Effective July 1, 2022, the entitlement shall be increased to seven hundred dollars ($700) per contract year. This entitlement may be combined once in any two (2) year period. An employee may use a previous year's unused entitlement for up to twelve hundred dollars ($1,200) provided prior year funds were rolled over and available. Effective July 1, 2022, an employee may use a previous year's unused entitlement for up to fourteen hundred dollars ($1,400) provided prior year funds were rolled over and available. The fund assumes no liability for any costs incurred

by an employee without obtaining prior approval by the Office of the Comptroller.

Section Eight: CLE coverage. For employees in job titles requiring that such employees be admitted to practice law in the State of Connecticut, attendance at, participation in, and travel to Continuing Legal Education courses approved for Connecticut credit shall be considered accepted uses of Professional Leave, pursuant to Section Five of this article, and Professional Development Funds, pursuant to Section Seven of this article. Membership dues in any single state, county, or local bar association providing such Continuing Legal Education courses shall be an accepted use of Professional Development Funds pursuant to Section Seven of this article. Such on-line CLEs shall be considered an acceptable use of State systems on Professional Development time. Nothing in this section shall modify the maximum per employee allotment of funds or leave days provided in Sections Five or Seven of this article.

ARTICLE 32
PERMANENT PART-TIME EMPLOYEES

Permanent part-time employees shall continue to receive all benefits described herein including seniority rights, wage and benefit packages, access to grievance machinery, and all other sundry provisions to the extent applicable under existing rules and regulations. Employees hereunder shall receive pro rata personal leave, based on the ratio of the employee's work schedule to the standard work week as averaged over the preceding two (2) months. (Example: an employee who averages 25 hours per week in the two months prior to the crediting will receive credit for 25/40 of the personal leave, or in this example - 15 hours).

ARTICLE 33
SAFETY

Section One. The Employer shall maintain a safe and secure work place for all bargaining unit employees. The Employer is receptive to all recommendations regarding improvements of apparently unsafe or unhealthy conditions. Once the Employer determines that an unsafe or unhealthy condition exists, it will make a good faith effort to remedy or alleviate the condition.

Section Two. Employees shall perform their duties in a safe manner and shall comply with the safety rules and regulations and accident prevention measures established by the Employer.

Section Three. No employee shall be required to perform work under unsafe conditions, provided however, that an employee must follow the "work now, grieve later" rule unless there is a clear and present danger to the employee's physical well-being, in which case the grievance will be initiated directly at Step II.

Section Four. In the event of an on-the-job injury requiring medical attention, the Employer will expedite such attention by calling for ambulance service, if required, or when necessary, arrange for transportation to a medical facility. Neither the injured individual nor any assisting employee shall suffer any loss of time resulting from such injury or attendance thereto on the day of occurrence.

Section Five. Safety. An employee may not work more than eighteen (18) consecutive hours in a twenty four (24) hour period unless a special exception is made by the Agency head (or Designee), or under a declaration of State of Emergency made by the Governor.

ARTICLE 34
WINTER WORK AND ASSIGNMENTS

Section One. Annually, prior to November 1, the Employer shall designate those employees having a snow and ice control or removal assignment or related assignment. Employees whose normal duties are not related to snow and ice control or removal work shall not be designated for such assignment.

Section Two. Snow and ice control or removal or related assignments shall not be added to job specifications during the term of this Agreement without negotiation with the Union.

Section Three. The Employer shall provide appropriate rest, toilet and eating facilities for the employees to the best of its ability.

Section Four. Bargaining unit employees designated by the Employer as having a snow and ice control or removal assignment shall be paid a premium, at the prevailing Department of Transportation rate, for each hour actually worked on snow and ice control or removal, other than during the regular shift schedule.

Premium pay will be authorized under the above conditions from November 1 through April 30 of each year for the life of the contract. The premium will not be used in computing overtime.

Section Five. Inasmuch as it is not feasible for certain bargaining unit employees above the grade eligible for overtime pay to be granted compensatory time off during the winter season (November 1 to April 30), these employees shall receive straight time pay for overtime hours worked during this period which are related to snow and ice or other weather emergencies.

(a) Overtime pay shall not be pyramided.

(b) Where practicable, overtime checks shall be paid no later than the second payroll period following the overtime worked.

(c) All paid leave of absence shall be considered as time worked for purposes of computing overtime.

(d) As used in this Article, the term "emergency" means "a situation or occurrence of serious nature developing suddenly and unexpectedly and demanding immediate action."

Section Six. Other Winter Work Premiums. In addition to the contractual items as otherwise enumerated, employees of the Department of Transportation shall receive winter work related premiums and benefits. Said benefits shall include:

(a) Rest periods.

(b) Meal entitlement at contractual reimbursement level.

(c) Callback within two (2) hours of release.

(d) Hazardous duty protection under the Department of Transportation Q Item (Hazardous Substances).

(e) Snow/ice premium pay provision.

ARTICLE 35
RETIREMENT

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

ARTICLE 36
METHOD OF SALARY PAYMENT

Section One. Workers' Compensation Coverage and Payments. Where an employee has become temporarily totally disabled as a result of illness or injury caused directly by his/her employment, said employee may, pending final determination as to the employee's eligibility to receive workers' compensation benefits, charge said period of absences to existing leave accounts. Where a determination is made supporting the employee's claim, State authorities shall take appropriate steps to rectify payroll and leave records in accordance with said determination. Upon final and non-appealable decision by appropriate State authority that an employee is entitled to receive workers' compensation benefits, said employee shall receive his/her first payment no later than four (4) weeks following such determination. Accrued leave time may be used to supplement

workers' compensation payments up to but not beyond the regular salary.

Section Two. Employees are encouraged to participate in direct-deposit. Regular paychecks will be available for distribution at the agency by 3:00 p.m. on alternate Thursdays.

ARTICLE 37
INDEMNIFICATION

During the life of this Agreement, the State employer will continue to indemnify persons covered by this Agreement to the extent provided by C.G.S. Sections 4-165, 10-235 and 19a-24.

In deciding whether to provide counsel to a professional employee being sued for malpractice, the question of whether such employee was acting within the scope of his/her employment shall be sympathetically considered consistent with the purpose of the indemnification statutes.

ARTICLE 38
MISCELLANEOUS

Section One. The parties will cooperate in arranging for the most economical and expeditious printing of this Agreement by a unionized printer in booklet form and will share the cost of same. The Union will be provided with an initial allotment of two thousand (2,000) copies of the contract. Over the life of the Agreement, the Union may request subsequent allotments, up to a total of two thousand (2,000) additional copies of the contract; the parties will share the cost for the printing of additional copies requested by the Union.

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

(a) eligibility and reimbursement for meals;

(b) personal leave or other paid or unpaid leave of absence; insurance coverages, programs, premium contribution and deduction policy, (unless altered by mutual Agreement);workers' compensation;

(c) retirement, including disability retirement, to the extent applicable;

(d) death benefits.

Section Three. During the life of this Agreement, the State will not increase the cost to employees for uniforms and equipment.

Section Four. References in this Agreement to "rules and regulations" refer to the "Blue Book", Regulations of the Personnel Policy Board effective July 1, 1975, and any amendments thereto. Such references include all applicable General Letters and Q items.

Section Five. Civil Leave. (a) If an employee receives a subpoena or other order of the Court requiring an appearance during regular working hours, time off with pay and without loss of earned leave time shall be granted. This provision shall not apply in cases where the employee is a plaintiff or defendant in the Court action.

If an employee is called to jury duty on a day when the employee is scheduled to work, which may either exceed the length of said duty or continue past the normal hours for said duty, all times served (plus travel time, if a return to work so requires) shall be credited to the employee on that day as time worked. Jury duty pay received on days off shall not be creditable to the State.

(b) If a court appearance (not jury duty) is required as part of the employee's assignment or as a direct consequence of his/her official function, time spent shall be considered as time worked. If the appearance requires the employee's presence beyond his/her normal work day, all time beyond the normal work day shall be paid in accordance with Article 16.

Section Six. Military Leave. A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training, provided such leave does not exceed two (2) calendar weeks in a calendar year, in addition to seven (7) days of military leave for weekend drills. Additionally, any such employee who

is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. During such leave, the employee's position shall be held, and the employee shall be credited with such time for seniority purposes. Other requests for military leave may be approved without pay. Nothing in this article shall be construed to prevent an employee from attending ordered military training while on regularly scheduled vacation.

To the extent that State or Federal law provides a greater military leave benefit for employees than the above rights, State or Federal law, as amended from time to time, shall prevail.

Section Seven. Hazardous Duty. The Union, and not any individual employee, shall upon request be granted a hearing by the Office of Labor Relations concerning a claim for hazardous or unpleasant duty pay differential. Disputes under this section shall not be subject to the Grievance and Arbitration Article. The hourly pay differential which was established for certain designated job assignments or working conditions in the Department of Correction shall continue under the criteria and standards for payment established in prior agreements. The hourly pay differential rate shall be fifty-five cents ($0.55) per hour.

Section Eight. Competitive Examination. Upon request, the Personnel Division shall provide the exclusive representative with a list of newspapers in the State of Connecticut, which are utilized to publicize merit examinations.

Section Nine. Past Practices. Any change in or discontinuation of an unwritten past practice concerning wages, hours or other conditions of employment not covered by this Agreement shall be subject to a test of reasonableness. The questions of:

(a) Whether or not there is in fact a valid current past practice in effect, and;

(b) The reasonableness of the change or discontinuation may be submitted to arbitration in accordance with the provisions of Article 15 (Grievance Procedure).

Section Ten. Floaters' Day Off. Effective September 1, 1985, the Division of Special Revenue shall take all action necessary to implement a program, which provides a permanent day off (other than Sunday) for all track betting floaters during the period from September to May. The parties acknowledge that the nature of the floaters' assignment is such that certain adjustments to said schedule may be necessary to achieve coverage; but the agency shall make a good faith effort to construct a program, which reflects a commitment to this provision.

Section Eleven. Examination Leave. Except in those cases in which a state examination is offered on alternate dates, one of which is on an employee's day off, bargaining unit employees shall be released on state time for merit system examinations.

Section Twelve. Except where a greater benefit currently exists, all leave accrual and deduction shall be recorded on an hour-for-hour basis.

Section Thirteen. Whenever the word spouse is referred to (husband/wife) in this Agreement, it shall also mean domestic partner. A domestic partner is a person who has qualified for domestic partnership benefits under the parties' pension and health care agreement.

Section Fourteen. Compensatory Time Usage.

Compensatory Time will continue to be used like all other accrued leave, upon request by an employee and approval by management.

ARTICLE 39
INSTITUTIONAL MEALS AND HOUSING

Section One. Meals. The rate charged to employees for meals at State agencies with employee dining facilities shall be as follows:

Breakfast	$2.50
Lunch	$4.00
Dinner	$4.00

Section Two. Housing. The Employer reserves the right to select among applicants for housing, and to terminate occupancy in accordance with State Housing Regulations. If an employee becomes ineligible for housing due to a change in job title or assignment or for other reasons, the agency may allow the employee up to six (6) months to secure alternate housing.

The Employer shall not remove an employee from housing or refuse to consider an application for housing as a form of discipline for matters unrelated to housing, but this provision shall not restrict the Employer's right to remove from housing an employee whose employment is terminated.

The Employer shall have the right to establish rental rates for employees in State-owned Housing. Such rental rates shall be based upon appraisals conducted by or for the State which will establish fair market values for the properties. The State will continue to take into consideration whether or not the housing is located on the grounds of State institutions, when determining rental values.

The rental values established by the State for employee housing shall not be subject to the grievance or arbitration procedure.

ARTICLE 40
ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes and cancels all prior practices and Agreements whether written or oral unless expressly stated to the contrary herein, and constitutes the

complete and entire Agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the State and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or 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. The parties agree, however, that the duty to bargain to the extent required by law over the decision to terminate or amend regulations, general letters, administrative directives, and agency rules or orders, reduced to writing and uniformly applied to employees since July 1, 1977, which are mandatory subjects of bargaining and which are herein incorporated by reference, shall be neither waived nor diminished except as indicated otherwise herein.

ARTICLE 41
SUPERSEDENCE

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

ARTICLE 42
LEGISLATIVE ACTION

The cost items contained in this Agreement and the provisions of this Agreement which supersede preexisting statutes shall become effective in accordance with the procedures in C.G.S. Section 5-278. If the Legislature rejects the Agreement, the parties shall act in accordance with C.G.S. Section 5-278.

ARTICLE 43
SAVINGS CLAUSE

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force.

ARTICLE 44
DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 2025 and shall expire on June 30, 2029.

The parties acknowledge that the resolution of this Agreement resolves and discharges all other claims which form the Contract reopener provisions of their predecessor Agreement.

Unless otherwise stated to the contrary changes to language provisions shall take effect upon Legislative Approval.

Negotiations for the successor to this Agreement shall commence with the timetable established under the C.G.S. Section 5-276a(a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party. The provisions of C.G.S. Section 5-270, et seq., and the regulations thereto notwithstanding, the next window period for this bargaining unit shall be no earlier than August 2024.

ARTICLE 45
TEMPERATURE VARIATION

Contingent upon the employer's ability to restore the temperature to the prescribed guidelines, the agency shall release or reassign/relocate affected employees. If released, it shall be without loss of pay or benefits.

ARTICLE 46
TELECOMMUTING

Section One: The Office of Labor Relations and the Union shall form a Labor Management Committee to negotiate the implementation of Telecommuting for A&R members no later than October 1, 2017. Such negotiations shall provide rights and benefits no less than those provided under any statewide telecommuting committee or agreement formed as a result of SEBAC 2017. All telecommuting rights provided through SEBAC 2017 are incorporated herein.

Section Two: View the 2022 "Agreement on Final Telework Policy" here

MEMORANDUM OF UNDERSTANDING – I

The parties agree to meet and discuss as a subject of the Labor Management Committee the adequacy of parking facilities, security provided by the State, appropriate notice to the employees in the event of parking dislocation, and any need for additional parking facilities or security. No charge shall be imposed for parking facilities presently provided without charge and no existing charge for parking facilities shall be increased or decreased without negotiations.

Employees who are required to transport large quantities of cash, securities or other negotiable instruments from one building to another shall be provided with adequate security.

MEMORANDUM OF UNDERSTANDING- II

Section One. Reclassification Appeal Procedure. An appeal panel shall be appointed consisting of two (2) Human Resource professionals from separate agencies, appointed by the Commissioner of Administrative Services and two (2) Union representatives experienced in job classification, appointed by the Union. The Commissioner shall designate the chairperson for the panel. The panel shall, at all times, consist of four (4) members and report on the appeal within sixty (60) calendar days from the date the appeal was received in the Office of the Commissioner of Administrative Services. Continuances or changes in scheduled hearings shall be granted by the panel chairperson only for good cause, but must be rescheduled within thirty (30) calendar days from the date of the originally scheduled hearing. Hearings will ordinarily be open to the public. However, they may be closed or witnesses sequestered at the discretion of the panel. The panel chairperson may exclude any person who engages in improper conduct. No formal transcripts or stenographic records of proceedings shall be required. Technical rules of evidence shall not prevail. The panel may not grant any remedy other than the specific remedy requested in the grievance filed at Step I or as modified by mutual agreement of the parties concerned and may not add to, subtract from, alter or modify

bargaining agreement or grant either party matters which were not obtained in the bargaining process. The chairperson shall authorize paid leave for a reasonable number of witnesses including the grievant and Union representative as necessary. Management may be represented by either the appointing authority (or designee), the Commissioner of Administrative Services designee(s) or both. The burden of proof shall be on the employee to show that management's denial of the reclassification was arbitrary or unreasonable.

Section Two. The Panel shall hear and decide and report in writing within forty-five (45) days of communication to the Commissioner of Administrative Services. The decision may be any of the following.

(a) The appeal is sustained and reclassification to the position in the classification requested is recommended.

(b) The appeal is sustained and payment for service in the higher class is authorized, consistent with Section Four, but reclassification is not recommended because:

(1) existing examination or employment list conditions do not permit appointment;

(2) the organizational structure and/or staffing conditions do not support the additional position;

(3) of other reason (state reason).

(c) The appeal is denied.

Section Three. In any finding referred to in Section Two (b) above, the panel must issue a cease and desist order, or may order back payment as a remedy if deemed appropriate consistent with this Article.

Section Four. An employee whose appeal is sustained shall be eligible for payment in the higher class beginning with the thirty-first (31) working day from the date which the panel finds the employee began working in the higher class. In no case may this latter day be earlier than thirty (30) calendar days prior to the submission of the grievance at Step I.

Section Five. Panel Action. The decision of the panel shall be in writing and shall be signed by the panel chairperson. Such decision shall include a brief statement of the findings of fact and agenda supporting the decision of the panel. The original grievance, along with all documents, evidence, and other written data relating to the case shall be filed with the Commissioner of Administrative Services. Copies of the decision only shall be forwarded to the Union representative (or grievant), the appointing authority and any other party deemed by the panel to be entitled to such copy. The decision of the panel shall be binding on all parties.

Section Six. The existing procedures for reclassification grievances shall be continued in effect unless clarified or superseded herein.

MEMORANDUM OF UNDERSTANDING- III
HOLIDAY PARTY/PICNIC

For the life of this Agreement, employees of the A&R bargaining unit will continue to be eligible to receive one-half day off with pay to attend one (1) annual picnic and one (1) holiday party. Said picnic and holiday party must be sponsored by the A&R Union or the employing agency of the employee. Employees with Alternative Work Schedules (AWS), which would include the day of the event as a non-work day, may adjust their work schedule for the week in which the event is scheduled making the event day a scheduled work day.

MEMORANDUM OF UNDERSTANDING - IV
MEAL GRIEVANCE ARBITRATION

The parties agree that the intent of the arbitrator in the above cited case was to extend the meal related reimbursement to an employee based upon the following:

(a) the reimbursement should be for the actual meal taken, if during the overtime period, or;

(b) if no meal is in fact taken, then reimbursement shall be for (1) the meal missed during the shift, or if (1) is not applicable, then (2) the meal period closest to the end of the shift.

MEMORANDUM OF UNDERSTANDING - V

Effective March 29, 1989, trainees and preprofessional trainees who satisfactorily complete the training program will be promoted effective the date corresponding with such completed training and on the anniversary date of appointment to the training program.

MEMORANDUM OF UNDERSTANDING - VI

The parties herein express the mutual recognition of service rating (performance appraisal) intent and purpose.

The mechanism utilized to evaluate employee performance is intended to be a module for development and improvement of the individual being appraised. This purpose is served by identification of both strengths and weakness possessed by the employee. The goal of the rating is to build on employee strengths and set goals to overcome and/or minimize the effects of weakness. The measure of determining success in applying this evaluation system lies in the standards identified coupled with the approach used to evaluate performance against those standards.

MEMORANDUM OF UNDERSTANDING - VII

The State of Connecticut and the Administrative and Residual Employees Union acknowledge that there are occasions when exchange (swap) of employees between two (2) agencies is of mutual benefit. The State also recognizes the advantage of Agency involvement in arranging such swaps.

Swaps may be considered under the following circumstances:

1. The approach for an exchange (swap) must be initiated by the Union or an Agency.

2. The employees involved must understand and accept that the swap is a voluntary transfer.

3. The employees involved must accept that upon being transferred the swap is final with no opportunity to return to the employee's former agency.

4. Swaps may only be within classification and the impacted employees transfer at salary step and grade.

5. Swaps do not represent vacancies and the Union agrees that such transfers (swaps) will not result in any grievance activity by any employee.

6. There shall be no ripple effect over movement of employees resulting from the swap.

7. The Agencies retain veto power over participating in any proposed swap of employees and there shall be no grievances honored or filed over such denial.

8. Discussions over swaps will be between the Union and the Agencies. Full disclosure of the employee's personnel records and disciplinary records will be provided each agency involved.

9. Final Stipulated Agreement allowing the swap to be concluded will be prepared by the Office of Labor Relations. The agreement will be signed by the Union, Agencies, employees impacted and the Office of Labor Relations (on behalf of the State).

MEMORANDUM OF UNDERSTANDING - VIII

Effective July 1, 2007, the Office of Labor Relations on behalf of the State of Connecticut and the A&R Employees Union have reached the following understanding concerning weather delays and early releases of State employees. This agreement is to address the method of handling time for employees on alternative work schedules. Furthermore, this understanding is effective only for those weather related late openings or early releases that have been authorized by the Governor's Office:

1. An employee scheduled in advance to work one-half of a day (4 hours) on the day of a weather event pursuant to an alternative work schedule of four 9 hour days and one ½ day or similar schedule may code his/her timesheet as "ww" consistent with the following:

a. The Governor's Office authorizes a late opening of 12:00pm. The employee was scheduled to work 8:00am-

12:00pm pursuant to the employee's authorized alternative work schedule. The employee was not scheduled to take any type of accrued leave that day. All of the employee's scheduled hours of work coincide with the hours excused pursuant to the late opening. The employee may code his/her timesheet as "ww" for the 4 hours without physically reporting to work on the day of the weather event.

2. Employees who have variable or fixed schedules with an established starting and quitting time shall be credited for time not worked in the same fashion as employees on the standard workweek.

3. Employees who have "pure" flextime, but have a published schedule for the week and such schedule has been provided to management a full workweek in advance shall be credited for time not worked in the same fashion as employees on the standard workweek to allow credit for a full day. For example, if an employee is scheduled in advance as referenced above to work until 6pm on the day of an authorized early release at 2:00pm, the employee may code the hours of 2pm to 6pm as "ww" hours on his/her timesheet.

4. Employees who work a compressed work schedule of four 10 hour days shall be compensated for all hours not worked as a result of late opening or early closing.

5. Employees who have pure flextime and have no published schedule as referenced in paragraph 2, supra, shall be credited for time not worked in the same fashion as employees on a standard workweek as referenced in Article 16, Section One (a) (i.e. 8 hours per day between the hours of 8am to 5pm) consistent with the following:

a. If the early closing or late opening occurs on a Thursday of the biweekly pay period and the employee is schedule to work more than 8 hours on that day, then:

i. The employee with prior Agency authorization may waive his/her lunch break to fulfill the requirements of the workweek;

ii. With prior Agency authorization the employee may utilize accrued compensatory, personal, or vacation

leave to fulfill the requirements of the 40 hour workweek. If an employee does not have sufficient accruals to complete the workweek and it is physically impossible for the employee to work the remaining hours because there are not enough hours left in the bandwidth, the employee will be granted authorized unpaid leave.

The following examples are illustrative of the principles set forth in this paragraph:

A. The Governor's Office authorizes a late opening of 12:00 and the late opening occurs on the last day (i.e. Thursday) of the biweekly pay week. The employee needs 10 hours to complete the 40 hour workweek. In this case, the employee may code his/her timesheet as "ww" for 4 hours (i.e. 8:00am – 12:00pm) and must work until 6:00 pm thereby fulfilling the remaining 6 hours of his/her 10 hour day. In order to do this, the employee must not take an unpaid lunch period after reporting to work at 12:00 p.m. The Agency, in its discretion, may authorize the employee to use accruals to fulfill any non-core hours of the employee's workday.

B. The Governor's Office authorizes an early release of 2:00 p.m. The employee must work 10 hours that day to complete the 40 hour workweek. The employee may code his/her timesheet as "ww" for up to 3 hours (i.e. 2:00pm to 5:00pm) in order to fulfill his/her 40 hour workweek. If this credit is insufficient to fulfill the 40 hour workweek, the employee will be allowed to use accrued compensatory, personal or vacation time to fulfill the 40 hour requirement of the workweek. If the employee has insufficient accruals, the employee will be given unpaid authorized leave for the remaining hours.

6. If a dispute between the parties occurs regarding whether a delay or release was "authorized by the Governor's Office," the employee shall receive a "full day's pay" subject to the provisions of Article 24, Section 11 (Overpayment Procedure).

7. This Agreement expires coterminous with the contract.

MEMORANDUM OF UNDERSTANDING-IX
ESTABLISHMENT OF NEW ATTORNEY CLASSIFICATION
JUNE 1, 2006 (ITEM 18 AMENDED JULY 1, 2021)

FULL 2006 AGREEMENT CAN BE VIEWED HERE:

SELECTED AND AMENDED PROVISIONS PRESENTED BELOW

The State of Connecticut, Office of Labor Relations and the Department of Administrative Services, hereinafter referred to as the "State" and the Administrative and Residual Bargaining Unit, hereinafter referred to as the "Union" have agreed upon the establishment of a new Attorney classification series. The new series will replace some nineteen (19) attorney classifications that are currently salary grade 25 or salary grade 28. The conditions and understandings associated with the new series are as follows:

1. A classification titled Staff Attorney 1 shall be established at salary group AR 25. The Union acknowledges this as a negotiated classification and salary group, which is not subject to the Objective Job Evaluation process.

4. A classification titled Staff Attorney 2 shall be established at salary group AR 28. The Union acknowledges that this classification is a negotiated class and salary group, which is not subject to the Objective Job Evaluation process.

5. Staff Attorney 2 shall be recognized as the second Staff Attorney level within the classification series. It is a full working level classification and may be obtained by progression from Staff Attorney 1. Employees hired as Staff Attorney 1 shall progress to Staff Attorney 2 following two (2) years of successful and satisfactory performance at the lower class level or qualifying outside experience.

8. A classification titled Staff Attorney 3 shall be established at salary group AR 32. The Union acknowledges that this classification is a negotiated class and salary group, which is not subject to the Objective Job Evaluation process.

9. Staff Attorney 3 shall be recognized as the third and top attorney level within the classification series. Progression to this top level is achieved following three (3) years of successful and satisfactory performance as a Staff Attorney 2 within the specific agency.

10. In acknowledging that this Staff Attorney series is representative of a progression from the lower level to the higher level classification, it is also acknowledged by both the State and the Union that there is no official working test period (WTP) associated with progression from one Staff Attorney level to the next Staff Attorney level.

12. Currently there is a classification titled Principal Attorney; it is a salary group AR 33. The Union herein accepts that DAS shall determine that the Principal Attorney classification and the incumbents holding that class shall be "Red Circled". The effective date of this "Red Circle"

action shall correspond with the execution date of this agreement.

13. For purpose of this agreement "Red Circle" as addressed in item #12 shall entitle the incumbents (Principal Attorney) to continue to be compensated at salary group AR 33. However, no new employees shall obtain this Principal Attorney (title) classification. Furthermore, it is herein acknowledged and established that the incumbents (Principal Attorneys) shall function under the classification of Staff Attorney 3.

17. It is recognized that in the event of layoff bargaining unit seniority (accumulated service in the P-5 bargaining unit) governs in layoff selection within job classification. Due to the nature of this understanding [to "Red Circle" Principal Attorney while having the incumbents work as if classified as Staff Attorney 3 (items #12 & #13)], Principal Attorney shall be deemed to have displacement rights (Article 13 Section Three) as a Staff Attorney 3 while retaining Red Circled status; however a Staff Attorney 3 cannot displace a Principal Attorney.

(Newly revised in the 2021 – 2025 contract)

18. It is understood and acknowledged by both the State and the Union that in the event an individual who had achieved status as a Staff Attorney 3 (as provided in item number 9) or Principal Attorney changes Agencies, through a transfer to any Staff Attorney 2 or 3 position, he/she shall remain a Staff Attorney 3 or Principal Attorney. A hiring Agency may consider the transfer candidacy of Staff Attorney

3s who apply for Staff Attorney 2 positions and Principal Attorneys who apply for Staff Attorney 3 or Staff Attorney 2 positions, but is not required to do so. Any transfer of a Staff Attorney 3 or Principal Attorney to a different Agency shall remain subject to Article 30, Section Three except insofar as the timelines in subsection (c) are modified as follows: the transferring employee may request to return to his/her prior position with 30 days following the transfer and the agency shall have up to four (4) months to evaluate the transferee and elect to return the employee to the agency from which he/she transferred (for an employee who transfers to a part-time position, the agency shall have up to the number of hours equivalent to 4 months of full-time service to evaluate the transferee and elect to return the employee to the agency from which he/she transferred).

MEMORANDUM OF UNDERSTANDING X
LATERAL DISPLACEMENTS IN TRAINEE CLASSES

The State of Connecticut, through the Department of Administrative Services and the Office of Labor Relations and the Administrative and Residuals Union have agreed upon the following process regarding employees who have been affected by the layoffs from July 1, 2015 forward:

When an employee is in a training class established under C.G.S. Section 5-234 (e.g. Accounting Career Trainee) and has been noticed for layoff and either laterally displaces into a new agency or if he/she has been placed into a vacant position in another agency in the same target class as previously held, such employee may be required to continue in the training class. The total period in the training class for such employees shall be the remainder of the prescribed training class period in the relevant

job specification or six months, whichever is longer. Consequently, for example, if the individual has served one year and seven months prior to being placed in the new agency, the training period may be up to a total of two years and one month. If the individual has not been in a working test period for more than eighteen (18) months, the period shall conclude at the end of a total of twenty-four (24) months of State employment in the ACT classification. Employees who reach the end of their scheduled training period prior to the end of their minimum six week layoff notice period or prior to their placement at a new agency shall retain their permanent status and not be required to serve any further time in the training class. Receiving agencies retain discretion in considering relevant employee experience if such agencies choose to waive or reduce the up to six months additional training period at the new agency.

For A&R: Patrick Lamb
For DAS: Keith Anderson
For OLR: Judy Lederer
Date: 7/26/16

MEMORANDUM OF UNDERSTANDING XI
REGARDING DAYS AND OCCASIONS

1. The designation of "days and occasions" on the service rating for P-5 employees will not be noted on the service rating form, commencing with the rating period ending September 30, 2002, except as noted in #2 of the Agreement.

2. The service rating for P-5 employees may indicate the number of days and/or occasions when:

   In instances whereby P-5 employees have used more than the contractually earned 15 sick days per year;

   In instances whereby P-5 employees use less than the 15 days but have a clear identifiable pattern of usage;

In instances whereby P-5 employees use less than the 15 days but have repeated or extended occasions of unauthorized leave without pay.

3. The term "tandem absences" is not a cognizable term in the A&R (P-5) bargaining unit. This concept describes a situation that is already incorporated in the term "pattern."

4. Sick Leave use and/or abuse computations for A&R employees may only be evaluated/calculated on an annual basis, with the period of evaluation being the same as the period used for the annual Service Rating. This rule shall be waived in those cases wherein an employee has, in the immediate prior Service Rating, been evaluated as "Less than Good" in the category of Dependability, and that attendance deficiency was incorporated in the employee Article 10 Remedial Plan. This clarification shall not diminish the Employer's rights under Article 19, Section 10 (Medical Certificates).

5. Agencies retain their Contractual management historical rights to discipline employees for excessive usage or abuse, but where no such contractual evidence threshold has yet been achieved, the agency may forewarn employees in advance of, and to avoid more serious action.

6. Any agency policy that prescribes the conditions precedent for a Medical Certificate requirement shall be considered unenforceable if it conflicts with the terms and conditions of Article 19, Section 10.

MEMORANDUM OF UNDERSTANDING XII
REGARDING STEWARD ACTIVITIES

When stewards are on the clock and are regularly assigned to a state vehicle which is used for assigned work and authorized steward activities in respect to grievance handling, the Union shall reimburse the State for mileage involved in steward activities. The rate of reimbursement for mileage shall be in accordance with the Standard State Travel Regulations.

MEMORANDUM OF UNDERSTANDING XIII
MOU SHIFT SWAPPING AT OCME AND CAA

The State of Connecticut and the Administrative and Residual Employees Union acknowledge that there are occasions when exchange (swap) of employee shift assignment within an agency is of mutual benefit. The State also recognizes the advantage of Agency involvement in arranging such swaps.

Employees working an irregular work schedules (shift work, 24/7 coverage, etc.) may trade/swap shifts or days off with another qualified (same job title) employee in accordance with the following provisions:

a. The request must be in writing and signed by both employees involved (or submitted electronically) to the employee's immediate supervisor.

b. The trade/swap can be denied if it creates an overtime or any extra payment for either party involved. Holiday overtime shall not be a factor in the decision to approve/deny a swap if the department is a 24/7 operation.

c. The department may, at each location, establish deadlines for submitting shift swaps, but such deadlines will be no earlier than 12:00pm local time for any shift swap to be effective the following day.

d. Employees who trade shifts become responsible to work the shift so agreed to as if it were part of their

regular work schedule. Failure to report to work as scheduled (no call/no show only) for a shift trade will result in an attendance occurrence and a suspension of shift trade procedures of no more than ninety (90) days.

e. If an employee agrees to work for another employee as a result of a shift trade and later calls in sick, he will be paid for all hours, provided he has sufficient hours in his sick bank.

f. Employees may work a maximum of twelve (12) paid hours during a 24-hour period as a result of shift swaps. However, in its sole discretion, an agency may permit shift swaps that result in an employee working a maximum of sixteen (16) paid hours during a 24-hr period.

g. Employees may swap their regularly scheduled shift up to eighteen (18) times per calendar year from January 1 through December 31.

h. Employees may not swap shifts to work while on a vacation day

i. All shift swaps must begin and end within the same pay period for both parties involved.

SIDE LETTER: SPECIAL REVENUE HOLIDAYS UNDER ARTICLE 17, SECTION FOUR

Beginning September 1, 1984 the following shall be applicable to employees of the Division of Special Revenue:

1. On any timesheet which includes a holiday the employee shall make a binding election, by way of appropriate coding, of either pay or compensatory time for those hours over 35, in the holiday half of the pay period, which are attributable to the holiday. If the employee elects compensatory time said employee may do so, but not in excess of a bank of 108 hours. Once 108 hours are in the bank all holidays must be coded to pay. However, this will not preclude the employee from replenishing the bank for any earned time taken, in order to return the bank to a 108 hour balance.

2. An employee who elects payment in lieu of holiday compensatory time, as set forth in paragraph 1, shall be paid for said service at straight time.

3. This holiday compensatory bank shall be separate and apart from any other earned leave bank.

Clarification Notes

All time worked on premium holidays shall be paid at time and a half plus compensatory time which may be banked or paid out at straight time only.

The side letter applies to all employees whether above or below the overtime cap because holiday compensation is not limited by the overtime cap provisions.

FOR THE STATE:

_____

Christine Cieplinski Date
Office of Labor Relations

FOR THE UNION:

_____

Paul Krell Date
President, A&R

_____

Michael Myles Date
Chief Negotiator, A&R
For the Union

SIDE LETTER: KRONOS

TO: John Disette
President, A&R

FROM: Michael Carey
Labor Relations Program Mgr, OPM

RE: Use of Kronos System to Document Lunch Period

During the course of negotiations for a successor to the Parties' agreement covering the period from July 1, 2016 through June 30, 2021, there was extensive discussion on the State's use of the Kronos system. A question arose as to whether A&R members were required to use the system to document the lunch period.

This memorandum is to codify that no A&R member is required to "clock in and out" for the lunch period unless they are doing so in compliance with an existing term of the collective bargaining agreement – in particular, the "pure flex" provision of Article 16a.

This understanding is not meant in any way to impact the rights of the Parties regarding the implementation and use of workforce management systems.

Please feel free to contact me with any questions or concerns.

APPENDIX A
CROSS UNIT HANDLING OF DURATIONALS, TEMPORARIES, SNOW DAYS AND FLEXIBLE SCHEDULING

I. Durational positions and Temporaries
(Offered to all OLR Bargaining Units)

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

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

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

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

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

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

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

- The same benefits as any other employee would receive during his/her working test period.
- Upon becoming permanent, the same benefits as any other permanent employee.

II. Snow Days and Inclement Weather – Offered to Non-Hazardous Duty OLR Units

- Essential Employees
  - Definition- for this purpose "essential" means required by the Employer to work outside the home during a period other bargaining unit employees are paid but relieved from work due to a closing.
  - Where a primarily non-hazardous duty bargaining unit includes both essential and non-essential employees, and the former receive only normal pay for working during his/her normal hours during a situation where the governor orders a closing of some or all of that employee's normal shift, the following shall apply: Notwithstanding any provision providing overtime for working outside normal shift hours, such person shall receive straight time comp time for the hours worked during the employee's normal shift where the state has been ordered closed or the

Governor has directed nonessential state employees not to report to work.

- Vacation, PL and Sick Time Impact for Non-Essential Employees
    - Employees out sick shall not be charged a sick day or personal day if the state is closed or the Governor has ordered nonessential state employees not to report to work during that employee's normal work shift.
    - Employees on vacations for less than a week shall not be charged a vacation day if the state is closed during that employee's normal work shift.
    - Employees scheduled out of the office on leave for a week shall be charged for such leave if the state is closed during such time.
- 10 month Employees Choosing a 12 month Pay Plan – Shall be treated like any other 12 month employee for purposes of inclement weather closings.

III. Alternative Work Schedules, Compressed Work Schedules, and Telecommuting – (General Offer)

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

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

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

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

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

There shall be a Flexible Scheduling Facilitator, who shall be knowledgeable in flexible schedule issues. The Facilitator shall be available to resolve such matters as submitted by the parties. The Facilitator shall work with the committees to establish AWS, Compressed Scheduling, and Telecommuting Policies acceptable to both parties. If the parties are unable to agree to such policies within 90 days of the commencement of Statewide Committee meetings, either party may invoke interest arbitration on this issue. In such arbitration, it shall be agreed upon language that:

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

bargaining unit agrees otherwise and/or proposes alternative language in the arbitration.

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

STATE OF CONNECTICUT
BARGAINING COMMITTEE

S. Fae Brown-Brewton, Esq., Chief Negotiator, Office of Labor Relations

Adam Garelick, Chief Negotiator, Office of Labor Relations
Michael Carey, Chief Negotiator, Office of Labor Relations

Jennifer Blum	OLR/Dept. of Revenue Services
Adrienne Bonner-Wiggins	OLR/Dept. of Devel. Services
Sara Garrett	OLR/Dept. of Transportation
Maria LaRosa	OLR/Dept. of Labor
Teresa Munson	OLR/DEEP
Rafael Palacio	State Department of Education
Charlene Puska	OLR/DESPP
Erin Ryan	OLR/DCF

ADMINISTRATIVE AND RESIDUAL EMPLOYEES UNION BARGAINING COMMITTEE

Barry Scheinberg
Chief Spokesperson/General Counsel

John DiSette	President, A&R
Michael Myles	1st Vice-President, A&R
Dave Dettore	2nd Vice-President, A&R
Rhonda Tillman	Chief Negotiator
Patrick Lamb	Chief Steward
Aishah Abdullah	Dept. of Insurance
Militza Allen	Dept. of Revenue Services
Jamie Bonfiglio	Dept. of Revenue Services
Mathieu Brouilette	Dept. of Revenue Services
Chris Buck	Office of the Attorney General
Lindsay Cawley	State Library
John Krawshuk	Dept. of Labor
Zhijian Li	Economic & Comm Development
Zachary Mack	CT Airport Authority
Shawn Roof	Office of Chief Medical Examiner
Ally Sexton	Dept. of Transportation
Swarupa Madahavan	Dept of Banking
Ursula Wiebush	Dept. of Public Health
Richard Wysocki	Dept. of Social Services

Longevity For Employees In The AR2 Pay Plan

Employees in the three titles identified below who were hired prior to July 1, 2011 will be eligible for longevity payments as prescribed by the contract in accordance with existing practice; longevity payments will be at the level equal to AR 32. No employee in the job titles identified below who was first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.

- Tax Attorney 1
- Tax Attorney 2
- Tax Attorney 3

Employees in the nine titles identified below who were hired prior to July 1, 2011 will be eligible for longevity payments as prescribed by the contract in accordance with existing practice as follows: Employees on Salary Group AR 67 and higher shall receive longevity payments equal to AR 32, while employees on Salary Group 66 and lower shall receive longevity payments equal to AR 30. No employee in the job titles identified below who was first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.

- Airport Operations Manager
- Fiscal/Administrative Manager 1
- Fiscal/Administrative Manager 2
- Health Care Advocate Program Manager
- Military Administrative and Program Officer
- DMV Hub Branch Manager

- Transportation Bridge Safety Principal Engineer
- Transportation Assistant District Engineer
- Transportation Principal Property Agent

Employees in the thirteen titles identified below who were hired prior to July 1, 2011 will be eligible for longevity payments as prescribed by the contract in accordance with existing practice in the amount of $700 semi-annually. However, any employee in the job titles identified below on April 1, 2013 and who had their longevity rolled into their salary as a result, will not be eligible for longevity while maintaining any of the below titles. No employee in the job titles identified below who was first hired on or after July 1, 2011 shall be entitled to longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.

- Banking Department Manager
- Banking Assistant Director
- Chief Property and Casualty Insurance Actuary (RC)
- Director of Unemployment Insurance Field Services & Adjudications
- Insurance Actuary
- Insurance Certified Supervising Examiner
- Insurance Program Manager
- Labor Department Unit Director
- Transportation Assistant Planning Director
- Transportation District Maintenance Special Services Section Manager
- Transportation Maintenance Manager
- Transportation Purchasing and Stores Assistant Director
- Transportation Transit Manager

- **Article 27 - Class Reevaluations/OJE**

In accordance with Article 27, Section 5 (Class Reevaluations), the following classification changes shall be made:

I. Effective the pay period that includes July 1, 2026, the classification of *Transportation Assistant District Engineer* shall be increased from AR2 69 to AR2 70.

II. Effective the pay period that includes July 1, 2026, the classification of *Supervising Special Investigator* shall be increased from AR 25 to AR 27, and the classification shall be renamed to *Supervising Special Investigator (Medical Examiner)*.

III. Effective the pay period that includes July 1, 2026, the classification of *Tax Attorney 1* shall be increased from AR2 62 to AR2 63.

IV. Effective the pay period that includes July 1, 2026, the classification of *Connecticut Careers Trainee (Administrative and Residual)* shall be revised such that the starting salary for incumbents with a Bachelor's degree and/or qualifying experience shall be AR15, Step 5. Upon one (1) year of incumbency, the salary of an employee in this training class shall be AR16, Step 6.

Effective the pay period that includes July 1, 2026, the classification of *Connecticut Careers Trainee (Administrative and Residual)* shall be revised such that the starting salary for incumbents with a Master's Degree shall be AR15, Step 6. Upon completion of one (1) year of training, the salary of an employee in this training class shall be AR16, Step 7.

These revisions shall be applicable to incumbents who are already in the CCT classification as of July 1, 2026.

V. Effective the pay period that includes July 1, 2026, the classification of *Accounting Careers Trainee* shall be revised

such that the starting salary for incumbents with a Bachelor's degree with at least 15 semester hours in accounting and/or qualifying experience shall be AR15, Step 6. Upon completion of one (1) year of training, the salary of an employee with these qualifications in this training class shall be AR16, Step 6.

Effective the pay period that includes July 1, 2026, the classification of *Accounting Careers Trainee* shall be revised such that the starting salary for incumbents with a Bachelor's degree with at least 30 semester hours in accounting shall be AR15, Step 7. Upon completion of one (1) year of training, the salary of an employee with these qualifications in this training class shall be AR16, Step 7.

Effective the pay period that includes July 1, 2026, the classification of *Accounting Careers Trainee* shall be revised such that the starting salary for incumbents with a Master's degree in a related field with at least 15 semester hours in accounting shall be AR15, Step 8. Upon completion of one (1) year of training, the salary of an employee with these qualifications in this training class shall be AR16, Step 8.

These revisions shall be applicable to incumbents who are already in the ACT classification as of July 1, 2026.

VI. Effective the pay period that includes July 1, 2027, the classification of *Boiler Inspector* shall be increased from AR21 to AR23.

VII. In addition, the Union may forward up to two (2) job classifications for review during the contract term of July 1, 2025 through June 30, 2029. For this purpose, a single job classification shall include its parentheticals. This understanding does not impact any rights of the Union pursuant to Article 27 of the collective bargaining agreement, nor the standards set forth in said Article.

P-5

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