

# NP-8 TENTATIVE AGREEMENT

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## ARTICLE 7

### UNION SECURITY AND PAYROLL DEDUCTIONS

~~Section 1. Union dues and initiation fees, if any, shall be deducted by the State Employer biweekly from the paycheck of each employee who signs and remits to the State Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.~~

~~Section 2. An employee covered by this Agreement who is not a member of the Union is required, as a condition of employment, to pay to the Union an amount equal to the regular dues, fees and assessments that a member is charged.~~

~~Section 3. (a) Any employee in the bargaining unit covered by this Agreement who fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee.~~

~~(b) The deduction of the agency service fee shall be effective with the first payroll check received as an employee covered by this contract and the amount of agency service fee shall be determined by the Union and shall not exceed the amount of the Union dues. An employee who objects to payment of such fee based on the tenets of a bona-fide religious sect shall have his/her agency service fee forwarded by the Union to a nationally recognized charity, designated by mutual agreement of the Union and State, provided that the employee submits such objection in writing to the Union.~~

~~(c) The amount of dues or agency service fees deducted under this Article shall be remitted to the Treasurer of the Union as soon as practicable after the payroll period in which such deduction is made together with a list of names of~~

## NP-8 TENTATIVE AGREEMENT

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~~employees for whom any such deduction is made:~~

~~(d) Should the Union believe that the Union dues/fees of an employee have not been deducted correctly the Union shall notify the employing agency with the specific nature of the problem. Upon agency verification of the problem the agency shall arrange for corrective action with the Union and the employee. (For example, an employee whose dues have been under- deducted by \$1.00 for six (6) pay periods shall have \$1.00 extra deducted, in addition to the correct dues deduction, for a period of six (6) pay periods).~~

~~(e) The Union agrees to indemnify the State Employer for its damages or cost incurred in defense of actions taken under this Section by the State.~~

~~Section 4. In accordance with those procedures promulgated by the Office of the State Comptroller the State shall allow for the deduction of contributions for the Union's political action fund.~~

~~Section 5. The State shall furnish the Union on a quarterly basis reports containing the following information sorted by facility:~~

- ~~(a) New hires into Bargaining Unit, their classification, and address.~~
- ~~(b) Re-employed workers into the Bargaining Unit, their classification, address, and date of hire.~~
- ~~(c) Employees separated from the Bargaining Unit and date of separation.~~

Section 1. 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.

## NP-8 TENTATIVE AGREEMENT

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Section 2. The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

Section 3. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. The current membership agreement (from the Union's membership card) shall be provided to the State by the Union. Should this change, the Union shall provide the State with an updated written version of the membership agreement within (10) business days. Should a bargaining unit member approach the State or its agents seeking to terminate or modify their contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly to the Union. In such case, the State may notify the employee of their obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section Four.

## NP-8 TENTATIVE AGREEMENT

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Section 4. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. An Agency may request a dues reconciliation not more than twice per contract year.

Section 5. The amount of dues deducted under this Article together with a list of employees for whom any such deductions were made, and a list of all employees in the bargaining unit, in an editable digital format, shall be remitted to the Treasurer of the Union within a week after the payroll period in which such deduction is made. The State shall continue the practice of providing biweekly bargaining unit lists, in editable digital format, containing information connected to an individual recorded in the State's database; such information shall continue to include Employee ID, Name, Gender, Age, Department Description, Work Location, Work Location Address, Complete Home Address, Dues Paid, Job Code, Job Code Description, Salary Grade, Step Annual Rate of Pay, Original Hire Date, and Job Entry Date, and all other information currently provided with such list.

Section 6. Should the Union believe that the Union dues/fees of an employee have not been deducted correctly the Union shall notify the employing agency with the specific nature of the problem. Upon agency verification of the problem the agency shall arrange for corrective action with the Union and the employee. (For example, an employee whose dues have been under-deducted by \$1.00 for six (6) pay periods shall

## NP-8 TENTATIVE AGREEMENT

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have \$1.00 extra deducted, in addition to the correct dues deduction, for a period of six (6) pay periods).

Section 7. The Union shall indemnify the State Employer for its damages or cost incurred in defense of actions taken in compliance with this Article by the State.

Section 8. In accordance with those procedures promulgated by the Office of the State Comptroller the State shall allow for the deduction of contributions for the Union's political action fund. Certification of such authorization for said deduction by the employee shall be provided by the Union to the corresponding Agency payroll offices consistent with the process outlined in Section Two above.

Section 9. The State will provide notice to the Union, in an editable digital format, of new members of the bargaining unit, as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the Union at an address designated by the Union and shall include, at a minimum, the new bargaining unit member's name, agency, job title, department, work location, work telephone number (if available), home address, and effective date of action. Consistent with current practice, the State will provide the Union with a report of separations in the bargaining unit no less frequently than once per month. The separation report shall contain, at a minimum, the employee name, agency, job title and effective date of the action.

## NP-8 TENTATIVE AGREEMENT

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FOR THE STATE:  FOR THE UNION: \_\_\_\_\_

DATE: March 15, 2022 DATE: \_\_\_\_\_

## NP-8 TENTATIVE AGREEMENT

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### ARTICLE 8 UNION RIGHTS

Section 3. Access to Premises. Union Staff Representatives and officials shall be permitted to enter the facilities of the Agency at any reasonable time for the purpose of discussing, processing or investigating **filed** grievances, **workplace-related complaints and other workplace issues**, or fulfilling its role as collective bargaining agent, provided that they give notice prior to arrival to the Unit Administrator and do not interfere with the performance of duties. The Union shall furnish the Agency with a current list of its staff personnel and their jurisdictions and shall maintain the currency of said list.

FOR THE STATE:

FOR THE UNION:

DATE:

DATE: 3.14.22

## NP-8 TENTATIVE AGREEMENT

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### ARTICLE 8 UNION RIGHTS

Section 9. Use of Telecommunication Equipment. ~~Where pay telephones are reasonably available, Union stewards shall use such telephones for Union business calls. If pay telephones are not reasonably available,~~ (a) the State will allow stewards to use the State's telephones for Union business, provided that the calls are of short duration and that long distance calls are not charged to the State. The Union will cooperate in preventing abuse of this Section. (b) **The Union shall have the right to use the State's electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation and processing of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. Individual employees are permitted to use a State computer or other device to visit the Union's website, and to use a State computer or other device to interact with an authorized Union representative via email, text, or other method, in matters involving collective bargaining, the administration of collective bargaining agreements, grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.**

FOR THE STATE:

FOR THE UNION:

DATE:

DATE: 3.14.22

## NP-8 TENTATIVE AGREEMENT

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### ARTICLE 8 UNION RIGHTS

Section 13. The State will provide at least one (1) hour for the steward and any newly hired employee to meet ("Union Orientation"); normally, this meeting will occur during the first week of work. The Union may elect to conduct the Union Orientation in a group setting. If the Union so elects, newly hired employees and the steward(s) shall be released from work for one (1) hour without loss of pay to attend the Union Orientation. The Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. Alternatively, the Union may request that Union Orientation be combined with a new hire orientation conducted by the Employer. When the Employer agrees to combine Union Orientation with its new hire orientation, the Employer will provide the Union with not less than ten (10) days' written electronic notice of the time and location of such orientation. Management shall not be present during the Union Orientation. If Union Orientation does not occur within the first week of the new employee's date of employment and does not occur in conjunction with the Employer's new hire orientation, the Union shall schedule the orientation at its discretion, but consistent with the Employer's operational needs. The Union Orientation will include the Union providing all new employees with a copy of this Agreement.

FOR THE STATE:

DATE:

March 15, 2022

FOR THE UNION:

DATE:

3.14.22

## NP-8 TENTATIVE AGREEMENT

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### ARTICLE 11 TUITION REIMBURSEMENT

Section 1. Any employee who has completed his/her Initial Working Test Period and is continuing his/her education in a job related area, or in an area that will assist the employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of three (3) courses or twelve (12) credits or the equivalent per year.

Section 2. There shall be \$20,000 appropriated each fiscal year of this Agreement for the purpose of tuition reimbursement. Funds that are unexpended in one fiscal year shall carry over into the next fiscal year provided however that the tuition reimbursement fund will expire on expiration of the Agreement. The previous sentence notwithstanding, applications for tuition reimbursement that are submitted and approved within the final six (6) months of this Agreement may be paid with any remaining available funds, up to three months following the expiration of this Agreement. **Effective July 1, 2022, the fund shall be increased to \$25,000 (twenty-five thousand dollars).**

## NP-8 TENTATIVE AGREEMENT

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Section 3. Upon presentation of evidence of payment and successful completion of the course(s), the employee shall receive a maximum tuition reimbursement as follows: (a) For credit courses at accredited institutions of higher education, including distance learning courses offered by such institutions, seventy-five percent (75%) of the per credit rate, including fees, for undergraduate and graduate courses at the University of Connecticut at Storrs. (b) For other courses or programs, fifty percent (50%) of the per credit rate for undergraduate and graduate courses at the University of Connecticut at Storrs.

FOR THE STATE:

FOR THE UNION:

DATE:

DATE: 3.9.22

# TENTATIVE AGREEMENT

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## ARTICLE 13

### TRAINING

**Section 5.** New Supervisor Union Orientation. The Employer shall provide the Union with ~~one (1) hour~~ two (2) hours per training class to address the same on the matters concerning the Union. ~~The one (1) hour shall take place at the start of the shift on the last Wednesday of each class.~~ The Union shall also be allowed access up to one (1) hour prior to the start of the shift to prepare for the meeting.

FOR THE STATE: 

DATE: 2/10/2022

FOR THE UNION: 

DATE: February 10, 2022

# TENTATIVE AGREEMENT

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## ARTICLE 13

### TRAINING

**Section 7.** Employees newly promoted into the bargaining unit shall receive a ~~two-~~ week ten (10) working days facility orientation and training.

FOR THE STATE:



DATE:

2-10-2022

FOR THE UNION:



DATE: February 10, 2022

# TENTATIVE AGREEMENT

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## ARTICLE 14 WORKING TEST PERIOD

**Section 1.** 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. The Working Test Period shall be for six (6) months. ~~A Working Test Period may with the approval of the Commissioner of Correction be extended for a defined period of time not to exceed three (3) additional months.~~ A Working Test Period for a Department of Correction employee may with the approval of the Commissioner of Correction or his/her designee be extended for a defined period of time not to exceed three (3) additional months. A Working Test Period for an Employee of the Board of Pardons and Paroles may with the approval of the Chairman of the Board of Pardons and Paroles or his/her designee be extended for a defined period time not to exceed three (3) additional months.

FOR THE STATE:



FOR THE UNION:



DATE:

3-10-2022

DATE: February 10, 2022

# TENTATIVE AGREEMENT

## ARTICLE 17 GRIEVANCE PROCEDURE

### Section 6. The Grievance Procedure.

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

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

Step III. Office of Labor Relations or Designee. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary of the Office of Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the Undersecretary of the Office of Labor Relations or designee has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to said Undersecretary within seven (7) days of the date of the Step II response, or, in the case of a grievance ripe for submission directly to Step III, within the period specified in Section 5. Said Undersecretary or his/her designated representative shall hold a conference within thirty (30) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference. **Submission of a grievance to Step III (OLR) shall be by electronic mail. Submissionolr@ct.gov.**

{Remainder of Section 6 is unchanged}

FOR THE STATE:

FOR THE UNION:

DATE:

DATE: February 10, 2022

# **NP-8 TENTATIVE AGREEMENT**

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## **ARTICLE 19**

### **HOURS OF WORK, WORK SCHEDULES, AND OVERTIME**

#### **Section 2. Overtime**

(a) All employees of this bargaining unit are eligible for overtime and shall be covered under the Fair Labor Standards Act.

(b) Payment of Overtime. An employee who performs work authorized by the Employer in addition to his/her regular workweek, as defined in Hours of Work, shall be compensated at time and one-half for all overtime hours over forty (40) in that workweek. The provisions of this Section shall not apply with respect to any employee employed in a position or class which has been designated unscheduled.

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

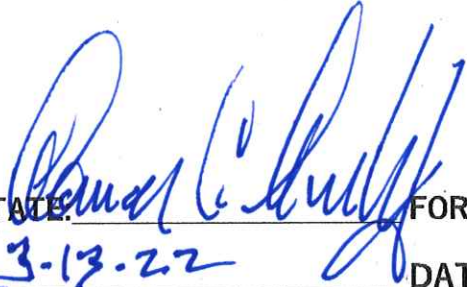
(d) Exclusions provided for in subsection (b) above shall not apply to any Captain and Counselor Supervisor.

## NP-8 TENTATIVE AGREEMENT

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(e) Parole and Community Services Managers ~~shall be excluded from overtime as described in this section, but~~ shall be covered under Section 4 of this Article.


FOR THE STATE:



DATE:

3-13-22

FOR THE UNION:



DATE:

3.12.22

## NP-8 TENTATIVE AGREEMENT

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### ARTICLE 19

#### HOURS OF WORK, WORK SCHEDULES, AND OVERTIME

Section 4. Compensatory Time ~~Off.~~ **and Overtime Parole and Community Services Supervisors.** ~~(1) Parole and Community Services Managers who are called out to perform work outside their regular scheduled workweek shall be authorized to receive compensatory time off, and (2) who are required by the State to perform extended service outside their normal workweek to complete a project or for other State purpose shall be authorized to receive compensatory time off. In no event shall such time be deemed to accrue in any manner or be the basis for compensation on termination of employment. Employees may use compensatory time off with advance notice and approval on the date(s) requested unless doing so would unduly disrupt the operations of the State such that it would impose an unreasonable burden on its ability to provide services of acceptable quality and quantity to the public. Compensatory time off credit and/or earned by the employee shall be retained by said employee and shall not be subject to any "use it or lose it" provision. Any employee who is consistently denied use of accrued compensatory time off under this section may grieve its denial.~~

**A. Additional Hours Worked. All Parole and Community Services Supervisors, shall receive compensatory time off and compensatory overtime pay for authorized hours worked in excess of the applicable work week according to the following;**

**1.) Parole and Community Services Supervisors may accrue compensatory hours for overtime hours up to a limit of four hundred eighty (480) hours, after which said employee(s) shall be paid time and one-half (1 1/2) for any overtime hours worked.**

## NP-8 TENTATIVE AGREEMENT

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2.) Compensatory Time shall be earned at a rate of one and one-half (1 1/2) hours for each hour of employment for which overtime compensation is required.

3.) Such employees may use Compensatory Time with advanced notice and approval on the date requested unless doing so would unduly disrupt the operations of the State such that it would impose an unreasonable burden on its ability to provide services of acceptable quality and quantity for the public.

4.) Overtime Compensation may be paid in cash as the State's option, in lieu of providing compensatory time off, in any workweek or work period. In such instances, cash overtime compensation shall be paid at a rate of one and one-half (1 1/2) the rate the employee is actually paid per hour.

5.) Any such employee who has a Compensatory Time accrual balance of four hundred eighty (480) hours shall receive any additional overtime earned as Overtime Compensation which shall be paid in cash, at a rate of one and one-half (1 1/2) the rate the employee is actually paid per hour.

6.) Paid leave (sick, vacation, holiday, etc.) shall be considered time worked for purposes of calculating Compensatory Time and Overtime Compensation.

B. **Unscheduled Overtime.** Employees shall receive additional Compensatory Time for work performed during non-work hours according to the following:

1) When a Parole and Community Services Supervisor is contacted during their non-work hours he or she shall be eligible for one (1) hour of callback compensatory time if required to make phone calls/faxes/emails.

## NP-8 TENTATIVE AGREEMENT

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2) If the Parole and Community Services Supervisor is contacted during their non-work hours, the Parole and Community Services Supervisor shall be eligible for a minimum four (4) hours of callback compensatory time if required to take further action such as picking up a parolee, going to a police station or going to court.

3) Should a Parole and Community Services Supervisor be contacted during their non-work hours on a State holiday, Article 32 "Holidays," shall apply for the accrual of callback compensatory time.

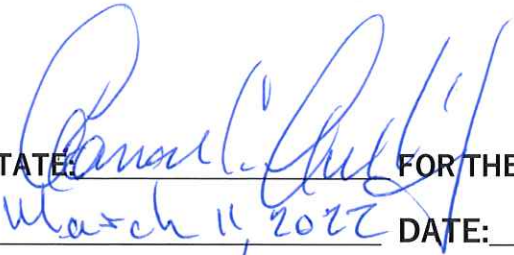

C. Compensatory Time credited and/or earned by bargaining unit member(s) shall be retained by said employee(s) until such time as the employee(s) utilizes the credited and/or earned Compensatory Time and shall not be subject to any "use or lose" provision.

When the employee/employer relationship is terminated by any means (retirement, resignation, termination, etc.) and said employee has credited/accrued Compensatory Time, said employee shall be paid his or her applicable hourly rate for each credited/accrued Compensatory Time hour or partial hour. In the event of an employee's death, said payment shall be made to the employee's estate or chosen pension beneficiary.

D. An employee may utilize earned/accrued Compensatory Time to receive pay within a FMLA leave period. In such instances, the Compensatory Time used will be counted against the employee's FMLA leave entitlement.

## NP-8 TENTATIVE AGREEMENT

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FOR THE STATE:  FOR THE UNION:   
DATE: March 11, 2022 DATE: 3.9.22

# TENTATIVE AGREEMENT

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## ARTICLE 20

### SHIFT AND FACILITY ASSIGNMENTS

#### SHIFT TRANSFER PROGRAM

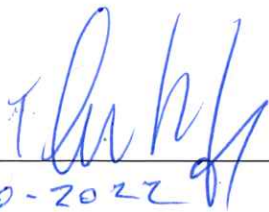
##### **Section 8.** Parole and Community Services Managers.

~~Transfers within the Agency~~ Transfers within the Department of Correction may be made when the Director or his/her designee determines there is an operational need for the transfer.

Voluntary transfer: An employee requesting a transfer to a specialized unit shall submit a written request to his/her immediate supervisor who shall forward it to the Director or his/her designee with a recommendation. An employee requesting to transfer to or between district offices -- including any non-specialized unit that might be created at central office -- must put his/her name on the departmental transfer list in accordance with the departmental procedures in order to be considered. The employee will indicate the facility for which he/she wishes to be considered. Such departmental list will be updated quarterly and an employee must submit his/her transfer request form by the last day of the month prior to the start of the new quarter.

Involuntary Transfer: An employee shall be notified in writing at least fourteen (14) calendar days in advance of an involuntary transfer, if practicable, and in special circumstances, may request and be granted up to thirty (30) calendar days. The Agency will not transfer any employee if the transfer would create an undue hardship. Provided however involuntary transfers are within the discretion of the Agency.

FOR THE STATE:



FOR THE UNION:



DATE:

2-10-2022

DATE:

February 10, 2022

## NP-8 TENTATIVE AGREEMENT

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### ARTICLE 21 COMPENSATION

Section 1. (a) There will be no increase in the base annual salary for employees or the current salary schedules during the 2016-17, 2017-18 and 2018-2019 contract years.

(b) Effective July 1, 2015, the base annual salary for employees in the classification of Parole and Community Services Manager and the current salary schedule shall be increased by three percent (3%).

(c) Effective July 1, 2018, Lieutenants, Captains, Counselor Supervisors, and Parole and Community Services Managers will receive a two-thousand-dollar (\$2,000) lump sum bonus except employees at maximum pay will receive a one-thousand-dollar (\$1,000) lump sum bonus and their Maximum Rate Payment in accordance with Section 9 of this Article. Effective July 1, 2018, Deputy Wardens will receive a two-thousand-dollar (\$2,000) lump sum.

(d) Effective July 1, 2019, the base annual salary for employees and their current salary schedules shall be increased by three and one-half percent (3.5%).

(e) Effective July 1, 2020, the base annual salary for employees and their current salary schedules shall be increase by three and one-half percent (3.5%).

**(f) Retroactive to July 1, 2021, and upon legislative approval the base annual salary for employees and their current salary schedules shall increase by 2.5%.**

## NP-8 TENTATIVE AGREEMENT

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(g) Retroactive to July 1, 2021, and upon legislative approval, eligible full-time employees shall receive a special lump sum payment in the amount of two thousand five hundred (\$2500) dollars. An eligible employee includes any active employee in the bargaining unit as of March 31, 2022.

(h) Effective July 1, 2022, the base annual salary for all employees shall increase by 2.5%.

(i) Effective July 1, 2022, active, full-time employees shall receive a special lump sum payment in the amount of one thousand (\$1000) dollars.

(j) Effective July 1, 2023, the base annual salary for all employees shall be increased by 2.5%.

(k) Fourth year wage reopener: Either party, by notice in writing no sooner than January 1, 2024, may reopen Article 21 (Compensation) Section 1 and Section 8 (annual increments).

FOR THE STATE:



DATE:

March 11, 2022

FOR THE UNION:



DATE: 3.11.22

## NP-8 TENTATIVE AGREEMENT

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### ARTICLE 21 COMPENSATION

Section 4. On-Call Pay. **Effective July 1, 2022,** Employees who are required by the appointing authority to be "on standby" or "on call" in order to ensure "after hours" coverage must receive written notification of this status. Pay for such status will be the following: ~~\$1.00~~ **\$2.00** an hour for all days on call except for holidays.

Holiday on call payment will be at ~~\$2.50~~ **\$5.00** per hour.

Notwithstanding the above, Parole and Community Services Managers and Deputy Wardens shall not be eligible for On-Call Pay.

FOR THE STATE: 

DATE: March 11, 2022

FOR THE UNION: 

DATE: 3.10.22

## NP-8 TENTATIVE AGREEMENT

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### ARTICLE 21 COMPENSATION

Section 5. Call-Back Pay - Definition. Employees who have left work after their regularly scheduled shift and are called back to work.

Call Back. Employees called back to duty after the completion of a regular shift shall receive a minimum of four (4) hours pay at the applicable overtime rate. This provision does not apply to employees who are called in prior to their regular starting time and work through their regular shift. ~~Notwithstanding the above sentence, employees in the classification of Parole and Community Services Manager shall receive a minimum of two (2) hours of compensatory time off. When a Parole and Community Services Manager is contacted during their non-work hours, he or she shall be eligible for one (1) hour of compensatory time off if required to answer or make phone calls/faxes or emails.~~ Notwithstanding the language of this section, call back pay is not applicable to Deputy Wardens due to the fact that they work unscheduled workweeks and can adjust their schedules accordingly.

FOR THE STATE:

FOR THE UNION:

DATE:

DATE: 3.9.22

# NP-8 TENTATIVE AGREEMENT

## ARTICLE 21 COMPENSATION

Section 6. Shift Commander Pay. The acting shift commander shall be compensated as if promoted to the classification of the shift commander. Bargaining unit members ~~in~~ **in** the Lieutenant or Training Officer classifications who are required to serve as Shift Commanders shall be paid a stipend at the rate of \$26.40 per shift worked as a ~~shift~~ **shift** commander in addition to their daily pay rate.

~~Effective at the start of the pay period following July 1, 2007, the rate shall be increased to \$26.40 per shift.~~

**Effective at the start of the pay period following July 1, 2022, the rate shall be increased to \$35.00 per shift.**

The acting shift commander pay shall apply to ~~n~~ **a** Lieutenant or Training Officer who is designated as the acting shift commander at the start of a particular shift and who performs that function for a substantial portion of that shift (i.e. at least six hours of the shift).

The parties agree that Captains, ~~and~~ Counselor Supervisors, and Deputy Wardens are not eligible for the acting shift commander pay.

If a Captain is working overtime as ~~port~~ **part** of the supervisory coverage, the Captain will function as the shift commander.

FOR THE STATE:

FOR THE UNION:

DATE:

DATE: 3.10.22

## **NP-8 TENTATIVE AGREEMENT**

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### **ARTICLE 21 COMPENSATION**

#### **Section 8. Annual Increments.**

(a) An employee's annual increment date will be the date that an employee receives a salary advancement in the salary range.

All employees who become Lieutenants or Training Officers after December 3, 2001 will keep the annual increment date they had while a member of the Correctional bargaining unit (NP-4). All employees who were members of the bargaining unit on or before December 3, 2001 shall revert to the annual increment date they had when they were members of the Correctional bargaining unit (NP-4). All employees who became state employees for the first time as members of this bargaining unit will have their annual increment date determined in accordance with existing state practice.

Notwithstanding the prior paragraph, employees who were in the classifications of Captain or Counselor Supervisor on or before October 17, 2005 will have a July increment date. Employees appointed to the Captain or Counselor Supervisor classifications on or after October 18, 2005 will keep the annual increment date that they held in their prior job title.

Notwithstanding the above, employees who were in the classification of Parole and Community Service Manager on or before May 8, 2015 will have a July increment date. Employees appointed to the classification of Parole and community Service Manager after May 8, 2015 will keep the annual increment date they held in their prior job title.

## NP-8 TENTATIVE AGREEMENT

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Notwithstanding the above, employees who were in the classification of Deputy Warden on or before December 31, 2019 will have a January increment date. Employees appointed to the classification of Deputy Warden after December 31, 2019 will keep the annual increment date they held in their prior job title.

(a) The value of the salary advancement in the salary range on the employee's annual increment or anniversary date shall be three percent (3%).

(b) (1) Employees in the classification of Parole and Community Manager will be eligible for and receive annual increments retroactive to the 2015-2016 contract year.

(2) There will be no payment of annual increments for 2016-2017, 2017-2018 and 2018-2019 contract years.

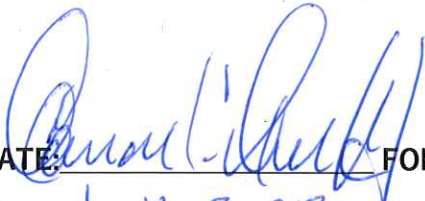

(3) Annual increments for the 2019-2020 and 2020-2021 contract years. Employees will be eligible for and receive annual increments in accordance with existing practice.

**(4) Annual increments for the 2021-2022, 2022-2023 and 2023-2024 contract years. Employees will be eligible for and receive annual increments in accordance with existing practice and the SEBAC Guidelines agreed to and executed on February 7, 2022.**

Annual increments previously effective on July 1st of each year shall be effective June 30th of each year beginning on June 30, 2013 and annual increments previously effective January 1st of each year shall be effective December 30th beginning on December 30, 2013.

## NP-8 TENTATIVE AGREEMENT

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FOR THE STATE:  FOR THE UNION:   
DATE: March 11, 2022 DATE: 3.9.22

NP-8

TENTATIVE AGREEMENT

ARTICLE 21

COMPENSATION

Section 13. Effective July 1, 2019, there shall be a five hundred dollar (\$500) annual supervisory stipend paid to all bargaining unit employees. Effective July 1, 2020, the annual supervisory stipend shall be increased to six hundred and fifty dollars (\$650) per year. The payment of the stipend shall be made in the first pay period that includes July 1<sup>st</sup>.

**Effective July 1, 2022, the annual supervisory stipend shall be increased to seven hundred fifty dollars (\$750) per year. Effective July 1, 2023, the annual supervisory stipend shall be increased to eight hundred fifty dollars (\$850) per year.**

FOR THE STATE:

FOR THE UNION:

DATE:

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3/10/2022

# TENTATIVE AGREEMENT

## ARTICLE 23

### SWAPS

**Section 1.** Correctional Lieutenants shall be allowed to swap scheduled shifts with other Lieutenants in the same classification at the same worksite, as provided in this Article and the DOC Swap Guidelines. Swaps shall not be permitted for any employee in the working test period.

**Section 2.** A Swap Request form shall be utilized by staff for this purpose. Staff shall submit the swap request form to the designated facility supervisor(s) at least forty-eight (48) hours prior to the first shift of the proposed swap. The Department reserves the right to revise the Swap Request form.

**Section 3.** The Swap Request form must indicate an agreed-upon swap payback date that is within seventy (70) calendar days of the initial swap or within the maximum period allowed by law as determined by the State Department of Labor, whichever is less. The payback date must be a day on which the employee is scheduled to be on duty. Open-ended swaps and three-way swaps shall not be allowed.

**Section 4.** An employee actually working for another employee while on a swap shall retain his/her seniority. In the event of Involuntary overtime (holdover) being necessary.

**Section 5.** No employee shall work more than two (2) consecutive shifts including swaps, except in an emergency situation.

**Section 6.** ~~Correctional Captains assigned as shift commanders shall be allowed to swap scheduled shifts with other shift commanders at the same worksite, as provided in this article and the DOC swap guidelines.~~ The employee actually working as Acting Shift Commander shall receive Acting Shift Commander Pay pursuant to Article 21 Section 6.

**Section 7.** Correctional Captains assigned as shift commanders shall be allowed to swap scheduled shifts with other shift commanders at the same worksite, as provided in this article and the DOC swap guidelines.

The preceding Article 23 does not apply to Parole and Community Services ~~Managers~~ Supervisors or to Deputy Wardens.

FOR THE STATE:

FOR THE UNION:

DATE:

DATE: February 10, 2022

# **TENTATIVE AGREEMENT**

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## **NP-8**

### **ARTICLE 24**

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

Section 1. An employee who is assigned to perform temporary service in a higher class shall commencing with the thirty-first consecutive work day, be paid for such actual work retroactive to the first day of such work at the rate of the higher class as if promoted thereto, provided such assignment is approved by the Commissioner of the Department of Administrative Services or designee.

Section 2. Such assignments may be made when there is a bona fide vacancy which management has decided to fill, or when an employee is on extended absence due to illness, leave of absence or other reasons. Extended absence is one which is expected to last more than 30 working days.

Section 3. An appointing authority making a temporary assignment to a higher class shall issue the employee written notification of the assignment and shall immediately forward the appropriate form seeking approval of the assignment from the Commissioner of the Department of Administrative Services or designee in writing.

Section 4. If on or after the thirty-first consecutive working day of such service, the Commissioner of the Department of Administrative Services or designee has not approved the assignment, the employee upon request shall be reassigned to his/her former position, subject to the provisions of Section 5.

## TENTATIVE AGREEMENT

Section 5. In the event the Commissioner of the Department of Administrative Services or designee disapproves the requested assignment on the basis of his/her judgment that the assignment does not constitute temporary service in a higher class the employee shall continue working as assigned with recourse under the appeal procedure for reclassification but not under the grievance and arbitration procedure. The form certifying the assignment will specify the rights and obligations of the parties under Sections Four and Five.

Section 6. Temporary assignments to a higher class for periods of thirty working days or less shall not be utilized to defeat the basic contractual obligation herein.

~~The preceding Article 24 does not apply to Deputy Wardens.~~ **The preceding Article 24 does not apply to Deputy Wardens working as Acting Wardens. It applies to Deputy Wardens in all other circumstances.**

FOR THE STATE:

DATE:

March 11, 2022

FOR THE UNION:

DATE:

3.10.22

## TENTATIVE AGREEMENT

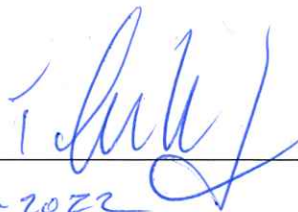
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### ARTICLE 35


#### SICK LEAVE

(d) In the event of ~~critical~~ illness or ~~severe~~ injury of a member of the immediate family who requires the attendance of the employee, provided that not more than ten (ten) ~~five (5)~~ days of sick leave per calendar year shall be granted therefor.

FOR THE STATE:



FOR THE UNION:



DATE:

2-10-2022

DATE: February 10, 2022

# TENTATIVE AGREEMENT

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## ARTICLE 52

### EMPLOYEE DRUG TESTING/SCREENING

**Section 1.** Applicability. ~~There shall be a drug testing/screening program for Department of Correction employees.~~ There shall be a drug testing/screening program for Department of Correction and Board of Parole employees.

**Section 2.** Probable Cause. (a) An employee shall be subject to an immediate ~~drug test~~ immediate alcohol and/or drug test if probable cause of alcohol and/or drug use exists as determined by his/her supervisor, Warden or designee. On June 22, 2021, Governor Lamont signed into law Public Act 21-1, An Act Concerning Responsible And Equitable Regulation of Adult-Use Cannabis, which legalized adult-use cannabis in Connecticut effective July 1, 2021. For alcohol or marijuana use, "use" shall mean consumption of alcohol or marijuana on the job, or consumption prior to work but in a way that produces on-the-job impairment. ~~Such drug testing shall be administered by a qualified physician of the Employer's choice.~~

(b) The probable cause standard for drug testing is based upon a specific, objective fact or facts, and reasonable inferences drawn from those facts that are reasonable in light of experience that the individual may be involved in the use of any illegally used drug or controlled substances. Probable cause determinations may be based upon:

(1) Observable phenomena, such as the physical symptoms or manifestations of being under the influence of a drug, controlled substance, or marijuana; abnormal or erratic behavior while on duty (i.e., slurred speech, uncoordinated movement, gait, stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, or frequent accidents not attributable to other factors);

(2) Arrest, indictment or conviction for drug related offenses or the direct observation of illegal use of drugs on-duty or off-duty or the identification of an employee through an affidavit as being involved directly or indirectly in activities that are the subject of criminal investigation into illegal drug use or trafficking; and/or

(3) Evidence that an employee has tampered with a previously administered drug test.

(c) The Supervisor making the initial determination of probable cause shall document, in writing, all circumstances, information and facts leading to and supporting the existence of probable cause. The report will include pertinent dates and times of suspect behavior, reliable/credible sources of

## TENTATIVE AGREEMENT

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information, rationale leading to referral for testing and action(s) taken. The information will be forwarded to the Warden for review and determination.

(c) The Supervisor making the initial determination of probable cause shall document, in writing, all circumstances, information and facts leading to and supporting the existence of probable cause. The report will include pertinent dates and times of suspect behavior, reliable/credible sources of information, rationale leading to referral for testing and action(s) taken. The information will be forwarded to the Warden for review and determination.

(d) The Union shall be promptly notified when a determination of probable cause has been made. Documentation regarding that determination will be made available to the Union, upon request, if approved by the subject employee.

~~(e) This Article and its cited reasons for probable cause shall not preclude the Department from taking disciplinary action, up to and including dismissal, for such actions referred to in Section 2(b)(2) and Section 2(b)(3) regardless of whether or not a drug test has been imposed on or completed by the employee.~~

### ~~Section 3. Testing:~~

~~(a) Laboratory – A facility certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs shall be used for the testing provided for in this article.~~

**Section 3. (b) Methodology.** ~~All samples will be tested consistent with the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace drug testing. At the time of the drug test, the employee's urine sample will be divided into two collection bottles (split sampling). If a specimen is reported as positive, the employee, upon written application to the DOC Human Resources Director, and within ten (10) days of the notification of a positive result, may have the untested specimen independently tested by a laboratory, as defined herein.~~

~~At the time that the employee provides a urine sample, the employee shall also provide a confidential, written statement as to whether the employee is using any prescription drugs. If the test is positive the employee must present evidence of the use of prescription drugs, which shall include all written confirmation from the employee's prescribing physician, and copies of the prescription.~~

## TENTATIVE AGREEMENT

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Such alcohol and/or drug testing shall use an immunoassay. All specimens identified as positive on the initial test shall be confirmed using the chromatography/mass spectrometry test. If such test is again positive, a third more complex test on the same specimen can be administered at the request and expense of the employee. The method of alcohol testing shall be an evidentiary breath test arranged by the Employer whereby a negative/successful screening is such that the employee does not register results that are .02 or higher on an alcohol test that is conducted in accordance with the procedures established by the US Department of Transportation regulation, 49 CFR Part 40. All initial tests shall be paid for by the Employer.

In recognition of the fact that THC can remain in a user's blood or urine for weeks after the effects of intoxication and impairment have worn off, a positive test result for marijuana shall not be considered evidence of prohibited drug use absent probable cause evidence of on-the-job impairment, as defined in Section 2 above.

~~(c) Medical Review. All urinalysis drug test results along with the confidential statement prepared by the employee will be communicated by the laboratory to a specially trained physician serving as Medical Review Officer. The Medical Review Officer will notify the DOC Human Resources Director directly if an employee's test result is negative. If the test result is positive, the Medical Review Officer will contact the employee to discuss the test, to determine if the positive result is valid and to notify the employee that the employee has 72 hours to request a test of the split specimen, if, after making reasonable efforts and documenting those efforts, the Medical Review Officer is unable to reach the employee, the Medical Review Officer shall contact a designated management official, who shall direct the employee to contact the Medical Review Officer within twenty-four (24) hours. The Department will be notified that the employee tested positive or negative. If the test is positive, the identity of the specific drug(s) involved, as well as other information regarding the test, will be disclosed to the Department by the Medical Review Officer.~~

~~Section 4. Random Drug Testing. (a) All bargaining unit members will be subject to random drug testing. Such testing will be done during an employee's on duty hours. An employee may not be tested under this Section more than once per contract year.~~

~~(b) Upon notification that an employee is scheduled for Random Drug Testing such employee will appear as required at the location specified for drug testing. The random selection shall be made by computer-generated numbers for each bargaining unit employee covered by this Agreement.~~

## TENTATIVE AGREEMENT

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~~(c) Failure to report for testing may constitute insubordination and the imposition of discipline. Each random selection shall be made from the full complement of bargaining unit employees covered by this Agreement, regardless of classification.~~

Section 4. Refusal to Take Test. Termination will result if the employee refuses to be administered the test. Positive findings from both the alcohol and/or drug tests administered will result in the employee being relieved of duty and placed on sick or vacation pay, pending completion of departmental-approved alcohol and/or drug rehabilitation program.

~~Section 5. Post incident testing. Only employees assigned to the Central Transportation Unit shall be subject to post incident testing. These employees shall be tested according to the procedure currently in place or as required to maintain federal or state Commercial Driver's Licenses.~~

Section 5. Rehabilitation Program. Termination of the employee will result if he/she refuses to participate in or to complete such program.

~~Section 6. Refusal to Take Test, Tampering or Positive Results. Termination will result if the employee refuses to be administered the test or tampers with the test or the sample. Positive findings from the drug testing process, including the split sample if applicable, will result in the employee being relieved of duty and placed on sick or vacation pay or on an unpaid leave of absence (if the employee does not have sufficient accruals), pending completion of departmental-approved drug rehabilitation program.~~

Section 6. Return to Duty. Upon return to duty after successfully completing the alcohol and/or drug rehabilitation program, the employee will be subject to random evidentiary alcohol breath tests and/or a maximum of three random drug screens for the first eighteen (18) months following return to duty, in addition to alcohol and/or drug screening based on probable cause for a cause for a period of two years during which time if the employee tests positive for alcohol and/or drug use he/she will be subject to termination. Any employee refusing to be administered either a random or probable cause alcohol and/or drug test during the time frames indicated above, as appropriate, when requested to by his/her supervisor, Warden, or designee, based on probable cause, shall be terminated.

~~Section 7. Rehabilitation Program. Termination of the employee will result if he/she refuses to participate in or to complete such program.~~

## TENTATIVE AGREEMENT

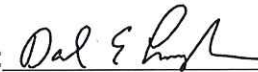
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~~Section 8. Return to Duty. Upon return to duty after successfully completing the drug rehabilitation program, the employee will be subject to a maximum of three random drug screens for the first eighteen (18) months following return to duty, in addition to drug screening based on probable cause for a period of two years during which time if the employee tests positive for drug use he/she will be subject to termination. Any employee refusing to be administered either a random or probable cause drug test during the time frames indicated above, as appropriate, when requested to by his/her supervisor, warden, or designee, based on probable cause, shall be terminated.~~

FOR THE STATE:



FOR THE UNION:



DATE:

2-10-2022

DATE: February 10, 2022

# TENTATIVE AGREEMENT

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## ARTICLE 53

### HEALTH AND WELLNESS

**Section One.** The parties shall establish a joint union/management health and wellness committee.

**Section Two.** The Committee shall be composed of three union and three management representative. Each party shall appoint its members with the intent of the members servicing the term of the collective bargaining agreement.

**Section Three.** Effective July 1, 2019, there shall be an annual fund of ten thousand dollars (\$10,000). There shall be an unlimited carryover of unused funds from one contract year to the next contract year.

**Section Four.** Committee endorsement of proposals shall be sufficient to expend funds. The parties shall forward Committee endorsed proposals to the Department of Administrative Services to draw upon funds.

**Section Five.** Effective July 1, 2017, each bargaining unit member will be entitled to attend one (1) paid day of training each year on health and wellness. The training program will be developed by the joint labor/management committee on health and wellness.

**Section 7.** Effective July 1, 2021, all newly appointed employees in the bargaining unit shall attend a mandatory one (1) day peer training on health and wellness. This mandatory training shall be scheduled as soon as practicable within the first three (3) months of appointment, but no later than one (1) year following appointment. Attendance at this mandatory training shall be considered as the employee's annual training for that year under this provision of this Article.

FOR THE STATE:

FOR THE UNION:

DATE:

2-10-2022

DATE: February 10, 2022