

TENTATIVE AGREEMENTS

FOR A SUCCESSOR AGREEMENT

TO THE 2016-2021 COLLECTIVE BARGAINING AGREEMENT

between

STATE OF CONNECTICUT

DIVISION OF CRIMINAL JUSTICE

and

THE CONNECTICUT STATE EMPLOYEES ASSOCIATION

SEIU Local 2001

(Police Inspectors Council)

DIVISION PROPOSAL #13 – Modified - TENTATIVE AGREEMENT ON 12/17/2021

ARTICLE 25 - TRANSFERS

DIVISION PROPOSAL:

Section 2. Vacancies. Notice of vacancies to be filled in the bargaining unit shall be posted division-wide. A concurrent notice will be sent to the Union's Council President. Notice shall remain posted for ten (10) work days from the date of the initial posting. Interested employees must submit applications within ten (10) days of the initial posting. Vacancies will not be filled within this ten (10) day period. The Employer may advertise such vacancies in any other way simultaneously with this posting and may interview external applicants at any time in the process.

An employee may apply for a transfer or promotion to a vacancy by putting his/her request in writing to the Chief State's Attorney, or as otherwise designated on the posting. Provided that an employee who applies is qualified for the vacancy, the employee shall be interviewed for the vacant position. It is understood that newly hired employees serving their initial six (6) month probationary period or any extension thereof pursuant to Article 10 shall not be eligible to apply for transfer or promotion to another vacancy. If one or more internal candidates apply for transfer or promotion to a vacancy in response to a posting, the Division must select an internal candidate prior to appointing an external candidate unless the internal candidate is not qualified for the vacancy because of a demonstrable lack of particular necessary skill set forth in the job posting which cannot be acquired with reasonable training within a **thirty (30) working day period.** ~~forty five (45) calendar day period.~~ The Division shall have the sole discretion to select the successful candidate for the position. If an internal employee is not selected, a written explanation shall be given to the employee spelling out the reason why he/she was not selected. Denial of a request for appointment to a vacancy shall not be subject to review under Article 9 for any reason whatsoever.

When a vacancy is filled by an internal candidate from another Duty Station, the employee's transfer or promotion shall be subject to a ~~three-month-working~~ **thirty (30) working day** test period. During that working test period, either the employee, or the Division, may determine that the position to which he/she was transferred or promoted is not a good fit and the employee shall be returned to his/her prior position. The determination of good fit shall not be subject to review under Article 9 for any reason whatsoever. In the event that an employee is returned to his/her prior position, the Division, in its sole discretion, shall have the right to determine whether the position will be filled by an internal or external candidate. Such determination shall not be subject to review under Article 9 for any reason whatsoever.

DIVISION PROPOSAL #14 - *TENTATIVE AGREEMENT ON 12/17/2021*

ARTICLE 31- MISCELLANEOUS

DIVISION PROPOSAL:

Section 11. Cellular Phones. The Division shall provide to each Inspector and Supervisory Inspector a cellular phone. ~~with two-way communication and paging capacity.~~ The Division policy concerning use of this type of equipment, including the prohibition on personal use, shall apply to the cellular telephones issued pursuant to this Agreement.

DIVISION PROPOSAL #4 - *TENTATIVE AGREEMENT ON 1/7/2022*

ARTICLE 9 - GRIEVANCE PROCEDURE

DIVISION PROPOSAL:

Section 6. The Grievance Procedure.

Step I. State's Attorney or Deputy Chief State's Attorney. A grievance may be submitted within the thirty (30) day period specified in Section 4 to the State's Attorney or the Deputy Chief State's Attorney, as appropriate. A meeting between the State's Attorney or Deputy Chief State's Attorney **or designee**, as appropriate, and the aggrieved employee and his representative shall be held to discuss the grievance. A written response shall be issued within twenty-one (21) days after receipt of the grievance.

DIVISION PROPOSAL #5- *TENTATIVE AGREEMENT ON 1/7/2022*

ARTICLE 9 - GRIEVANCE PROCEDURE

DIVISION PROPOSAL:

Section 11. Arbitration.

(a) **Submission.** Submission to arbitration by the Union shall be by letter, with the grievance attached, to the Chief State's Attorney or his designee. If the Employer invokes the provisions of this Section, submission to arbitration shall be by

letter, with the grievance attached, to the Director of the CSEA.

(b) **Selection.** The parties shall continue to utilize a panel of three (3) mutually agreed upon arbitrators. Unless the parties agree to the contrary for a particular case, the following procedures will apply:

- (i) The arbitrator shall be selected by rotation in alphabetical order from the panel of arbitrators. For the duration of the 2016-2021 Agreement, the panel shall consist of the following arbitrators, who are listed in alphabetical order:

Richard Boulanger

Jeffrey Selchick

~~(A third arbitrator may be designated by mutual agreement.)~~

Michael Ricci

Modifications to the panel may be made at any time by mutual agreement of the Division and the Union.

- (ii) If the arbitrator is not available to schedule a hearing within sixty (60) days of the receipt of the submission, the next arbitrator in rotation who is available shall be selected unless the parties agree to waive the sixty-day time limit.

DIVISION PROPOSAL #6- *TENTATIVE AGREEMENT ON 1/7/2022*

ARTICLE 11 - SERVICE RATINGS

DIVISION PROPOSAL:

Section 1. The annual service ratings shall be completed approximately two (2) months and not less than one month prior to the employee's annual increase date. The employee shall be rated on a form developed by the Division and mutually agreed to by the Union pursuant to Labor Management Committee discussions. A service rating will be conducted by the employee's immediate supervisor. When an employee is rated "unsatisfactory" or as otherwise agreed to by the parties in Labor Management Committee discussions, the rating supervisor shall state reasons and, if practicable, suggestions for improvement. All service ratings of "unsatisfactory" must be discussed with the employee at an informal meeting to be scheduled by the rating supervisor, normally within seven (7) days after the employee has seen the report and prior to its submission to the Chief State's Attorney.

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

As mentioned above, as soon as practicable following the execution of the ~~2016-2021~~ **2021-**

2025 collective bargaining agreement, the parties have agreed to meet as a Labor Management Committee to develop a mutually agreed evaluation form for inspectors, ~~senior inspectors~~ and supervisory inspectors and the implementation of an interactive evaluation process, including a requirement for a performance improvement plan for anyone who receives a rating of an "overall unsatisfactory." The agreed upon process and form shall be implemented **as soon as practicable.** ~~in April, 2018.~~

DIVISION PROPOSAL #9 - **TENTATIVE AGREEMENT ON 1/7/2022**

For Housekeeping Purposes Only - Consistent with MOU

ARTICLE 18 - COMPENSATORY TIME OFF

DIVISION PROPOSAL:

Section 1. Definition. ~~For purposes of this Agreement, compensatory time off is defined as leave time related to the number of hours an employee worked in excess of the standard workweek providing, however, that such additional hours worked have been accrued in accordance with this Article.~~

- (a) **For purposes of this Agreement, "Non-FLSA Compensatory Time Off" is defined as leave time earned and accrued for hours actually worked beyond the normal thirty-five (35) hour workweek through forty (40) hours actually worked in a one (1) week working period. Non-FLSA Compensatory Time Off shall be earned and accrued on a straight time, hour for hour basis for actual hours worked up to and including forty (40) hours.**
- (b) **For purposes of this Agreement, "FLSA Compensatory Time Off" is defined as leave time earned and accrued for hours actually worked beyond forty (40) hours in a one (1) week working period. FLSA Compensatory Time Off shall be earned and accrued at a rate of time and one half for each hour actually worked beyond forty (40) hours in a one (1) week working period.**
- (c) **For purposes of this Agreement, "one (1) week working period" is defined as the seven (7) day period beginning at 12:01 AM every Friday morning and ending at 11:59 PM of the following Thursday evening.**
- (d) **For purposes of determining the extent to which an employee has earned non-FLSA or FLSA compensatory time off under the terms of this Agreement, an employee's use of any previously accrued paid leave time including but not limited to sick leave, including family sick leave, vacation leave, funeral leave, personal leave and non-FLSA compensatory time off or FLSA compensatory time off, during the one (1) week working period shall not be included in any**

calculation of “actual hours worked” or “hours actually worked” in accordance with this Article. Contractually recognized holidays will be included in any calculation of “actual hours worked” or “hours actually worked.”

- (e) For purposes of determining the extent to which an employee has earned non-FLSA or FLSA compensatory time off under the terms of this Agreement, any time served by an employee for a disciplinary suspension during the one (1) week working period shall not be included in any calculation of “actual hours worked” or “hours actually worked” in accordance with this Article.
- (f) For purposes of determining the extent to which an employee has earned non-FLSA or FLSA compensatory time off under the terms of this Agreement, any time served by an employee for paid administrative leave during the one (1) week working period shall not be included in any calculation of “actual hours worked” or “hours actually worked” in accordance with this Article.

Section 2. Accrual.

(a) An employee ~~may elect to~~ **shall** accrue compensatory time off if ~~he is~~ required **and authorized** by ~~his~~ a Supervisor to work at his regular place of employment on a legal holiday. For the purpose of the above sentence, the term “employee” shall be defined to include all bargaining unit employees.

(b) ~~No employee may earn compensatory time off on occasions other than those listed in 2(a) unless:~~

- ~~(1) the employee is specifically directed and required, at the invitation of a judge, supervisor, or other authorized official, to perform work in excess of his standard workweek;~~
- ~~(2) the supervisor, upon request of the employee, approves in writing compensatory time off for work already performed. It is further provided that compensatory time shall not accrue for work performed at an employee’s place of residence.~~

No employee may earn non-FLSA or FLSA compensatory time off on occasions other than those listed in 2(a) unless:

- (1) The employee is specifically directed and required to perform work in excess of his/her standard workweek by the Chief State’s Attorney, a Deputy Chief State’s Attorney, a Supervisory Assistant State’s Attorney, a State’s Attorney, or a Chief Inspector.**
- (2) Any non-FLSA compensatory time off and/or FLSA compensatory time off must comply with the administrative**

procedures set forth in the Division's Compensatory Time Policy as same may be reasonably amended from time to time with notice to the Union and its members.

(c) Grace Period. Compensatory time may not be elected/accrued for consecutive worktime, otherwise claimable under this Article of less than fifteen (15) minutes.

(d) Measurement. Compensatory time shall be measured to the nearest ~~half-hour~~ **quarter-hour increment.**

(e) Compensatory time shall not accrue for time spent by an employee attending a workshop, conference or training activity which the employee requested or elected to attend.

(f) No employee shall be permitted to accrue more than four hundred eighty (480) hours of compensatory time at any time. Once the four hundred eighty (480) hour maximum is reached, an employee will be compensated at the applicable rate of pay for such additional hours worked in accordance with the regular biweekly payroll cycle. Additional hours worked between 35 and 40 during a one (1) week working period shall be paid at the applicable straight time rate of pay. Additional hours worked beyond 40 hours during a one (1) week working period shall be paid at the applicable time and one half rate of pay.

Section 3. Taking and Lapse of Compensatory Time. ~~Compensatory time earned during the first nine (9) months of a calendar year will lapse unless it is taken not later than the end of the calendar year in which it was earned. Compensatory time earned during the last three (3) months of a calendar year will lapse unless it is taken not later than the end of the first calendar year after which it was earned. Exceptions to these time limits may be made in extraordinary circumstances but only with the express written approval of the Chief State's Attorney or his designee.~~ **(a) An employee shall be permitted to use compensatory time off on the date and times requested unless doing so would unduly disrupt the operations of the Division. Compensatory time may be taken in quarter-hour increments. The "Comp. Time Year" shall begin on the first day of the second pay period in June and shall end on the last day of the first pay period of the following June. As an example, the Comp. Time Year for fiscal year 2022 will begin on Friday, June 4, 2021 and will end on Thursday, June 2, 2022. Any non-FLSA and/or FLSA compensatory time off earned and accrued, and not used, during the Comp. Time Year shall be paid out to the employee, at the employee's hourly rate. The Comp. Time Payout shall be included with the paycheck corresponding to the first pay period of June in any year. Each inspector's compensatory time account will have a zero balance after payout. The only exception to the zero balance will be for those inspectors with less than two years of service who have been approved to carry over up to seventy (70) hours, as set forth below in (b).**

(b) Any inspector, who has, or will have, less than two (2) years of service as an inspector with the Division, as calculated from their date of hire as an inspector, as of the first pay period end in June in any year, may, at their sole discretion, elect to retain up to seventy (70) hours of any accrued compensatory time in lieu of the payout set forth above. This election to retain the accrued compensatory time must be submitted by the employee, in writing, to the Division's Director of Human Resources no later than May 1 of that same year. As a result of this written election, the Division will allow the employee to carry over the accrued time up to seventy (70) hours into the Comp. Time. Year and such time will not be paid out. This election may be utilized for a maximum of two (2) times. Failure by the employee to timely submit the written election by May 1 will result in the compensatory time being paid out as set forth above and the employee will not be able to carry over any accrued but unused compensatory time into the subsequent Comp. Time Year. After two (2) years, the employee will be paid out for any accrued but unused compensatory time as set forth above. This provision shall not apply to any employee hired by the Division who immediately prior to being hired by the Division was an employee of the State of Connecticut.

Section 4. Reporting. When compensatory time off is earned or taken it must be reported on the attendance report submitted to the Office of the Chief State's Attorney.

DIVISION PROPOSAL #10 - *TENTATIVE AGREEMENT ON 1/7/2022*

ARTICLE 19 - VACATION

DIVISION PROPOSAL:

~~**Section 5.** The number of vacation hours accrued by a state employee who held a position in State service immediately prior to the date he/she transfers into the Division of Criminal Justice shall be accepted by the Division and credited to him/her on the Employer's personnel records.~~

Note: Duplicative of Section 6(d).

DIVISION PROPOSAL #17 - *TENTATIVE AGREEMENT ON 1/7/2022*
For Housekeeping Purposes Only

APPENDIX B - MEMORANDA OF AGREEMENT

DIVISION PROPOSAL:

RE: Article 18, Compensatory Time Off

~~As soon as practicable following the execution of this 2016-2021 collective bargaining agreement, the Division and the Union shall meet through Labor Management Committee discussions to resolve any and all outstanding issues related to the provisions of Article 18 regarding compensatory time, including but not limited to time accrued by firearms instructors as set forth above in this Appendix B or possible alternatives to same.~~

DIVISION PROPOSAL #18 - *TENTATIVE AGREEMENT ON 1/7/2022*
For Housekeeping Purposes Only

APPENDIX B - MEMORANDA OF AGREEMENT

DIVISION PROPOSAL:

RE: Job Security

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

1. ~~Protection from loss of employment is for permanent employees and does not apply to:~~

- ~~● employees in the initial probationary period established under Article 10 of the collective bargaining agreement;~~
- ~~● expiration of a temporary or durational appointment;~~
- ~~● termination of grant or other outside funding specified for a particular position.~~

2. ~~This protection from loss of employment does not prevent the Division from restructuring and eliminating positions provided those affected transfer to another comparable job in accordance with the terms of the collective bargaining agreement, particularly Article 14. An employee who is laid off under the rules of the collective bargaining agreement because of the refusal of an offered position will not be considered a layoff for purposes of this Memorandum of Agreement. Prior to implementing restructuring or elimination of a position(s), the Division shall meet and confer with the Union regarding the appropriate means of complying with the Division's obligation to provide job security.~~

3. ~~The Division is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs outside the July 1, 2017–June 30, 2021 period.~~

DIVISION PROPOSAL #19 - *TENTATIVE AGREEMENT ON 1/7/2022*
For Housekeeping Purposes Only

DIVISION PROPOSAL:

RE: Furlough Days

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

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

- ~~1. For the furlough days for FY2017-2018, the paychecks for the pay period beginning after ratification and ending with the last pay period of this fiscal year shall be reduced by the amount necessary to accommodate the value of the furlough day (daily rate of pay).~~
- ~~2. Employees shall make arrangements to take the required three furlough days with the approval of the employee's supervisor. Furlough days shall be selected in the same manner as vacation pursuant to Article 19 of the collective bargaining agreement.~~
- ~~3. Furlough days shall be treated in the same manner as voluntary schedule reductions under Conn. Gen. Stat. § 5-248c.~~
- ~~4. There shall be no compensation for unused furlough days under any circumstances.~~

DIVISION PROPOSAL #20 - *TENTATIVE AGREEMENT ON 1/7/2022*
For Housekeeping Purposes Only

Universal Change - Personnel Officer should be changed to Human Resources Director.

DIVISION PROPOSAL #25 - *TENTATIVE AGREEMENT ON 1/7/2022*
For Housekeeping Purposes Only

ARTICLE 27 – SAVINGS CLAUSE

DIVISION PROPOSAL:

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of this Agreement shall continue in force, and the parties shall immediately negotiate a substitute provision. Disputes concerning the appropriate substitute provision shall be handled as provided under **the State Employee Relations Act. Public Act 75-566 as amended.**

DIVISION PROPOSAL #26- *TENTATIVE AGREEMENT ON 1/7/2022*
For Housekeeping Purposes Only

ARTICLE 28 – RETIREMENT

DIVISION PROPOSAL:

Section 2. Hypertension or Heart Disease.

- (a) The presumption contained in C.G.S. Section 5-145c shall also apply to unit employees who successfully passed the type of physical examination mentioned in said statute on entry into prior service in any federal law enforcement agency.
- (b) Employees hired on or after the date of approval of this Agreement who are not protected by C.G.S. Section 5-145c as most recently amended by P.A. 78-280 shall be

required, as a condition of hire and a condition of employment, to undergo a physical examination, including but not limited to, an examination for hypertension and heart disease. If such examination fails to reveal any evidence of such condition the presumption of C.G.S. Section 5-145c shall apply. The result of the examination shall be noted in the employee's personnel record.

DIVISION PROPOSAL #1 - *TENTATIVE AGREEMENT ON 1/27/2022*
For Housekeeping Purposes Only

ARTICLE 2 - RECOGNITION

DIVISION PROPOSAL:

The Division of Criminal Justice of Connecticut herein recognizes the Connecticut State Employees Association as the exclusive representative of the employees in permanent positions regularly working twenty (20) or more hours per week in the job titles Inspector, ~~Senior Inspector~~ [UNIVERSAL DELETION] and Supervisory Inspector, but excluding Chief Inspector as certified by the State Labor Relations Board in Case No. SE-4705.

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

DIVISION PROPOSAL #3 - *TENTATIVE AGREEMENT ON 1/27/2022*
For Housekeeping Purposes Only

ARTICLE 8 - UNION RIGHTS

DIVISION PROPOSAL:

Section 1. Within ninety (90) days of the execution of this Agreement, the Union will furnish the Employer with a complete list of officers designated to represent any segment or segments of the employees covered by this Agreement, specifying the jurisdiction and location of each union-officer or group of union officers, provided that the jurisdiction of each officer shall be limited to such geographical boundaries as are mutually agreed. The Union shall send this list to the Division's Director of ~~Human Resources~~ **Labor Relations** at least annually on or about July 1 of each calendar year, and, in addition, shall notify the Employer whenever there is a change in Union officers or assignments.

DIVISION PROPOSAL #8 - *TENTATIVE AGREEMENT ON 1/27/2022*

ARTICLE 14 - REDUCTION IN FORCE

DIVISION PROPOSAL:

Section 7. Reemployment.

(a) The Division shall restore to an Inspector or Supervisory Inspector who was laid off

and returns to work within twelve (12) months of the date of the layoff, any accrued sick leave as of the date on which the employee was laid off.

(b) An Inspector or Supervisory Inspector who is laid off shall be paid for any compensatory time which cannot be scheduled prior to layoff, ~~and had not lapsed pursuant to Article 18, Section 3 as of the date on which the employee was laid off.~~

The Division shall permit an **inspector, who, at the time of layoff, has less than two (2) years of service as an inspector with the Division, as calculated from their date of hire as an inspector,** ~~Inspector or Supervisory Inspector~~ who was paid for such compensatory time at the time of layoff, and returns to work within twelve (12) months of the date of the layoff, to repurchase all the accrued compensatory time which was paid to ~~him/her~~ **them** at the time of layoff. No partial repurchase will be allowed.

Payment for such accrued compensatory time leave shall be made by check payable to the Treasurer, State of Connecticut in one lump sum amount. If the employee makes such repayment, his/her compensatory time shall be restored.

The election to purchase compensatory time must be made in writing, to the Division ~~Personnel Officer~~ **Labor Relations Administrator**, at the same time as the employee accepts the offer of reemployment. The Division will then calculate the payment due and notify the employee of said amount in writing. Payment of the full amount due shall be transmitted to the ~~Personnel Officer~~ **Labor Relations Administrator** not later than the first payday following the employee's return to work.

(c) The Division shall permit an Inspector or Supervisory Inspector who was laid off, was paid for accrued, unused vacation at the time of layoff, and returns to work within twelve (12) months of the date of the layoff, to repurchase all the accrued vacation leave which was paid to him/her at the time of layoff. No partial repurchase will be allowed.

Payment for such accrued vacation leave shall be made by check payable to the Treasurer, State of Connecticut in one lump sum amount. If the employee makes such repayment, his/her vacation leave balance shall be restored to the number of hours to his/her credit at the time of his/her layoff

The election to purchase vacation must be made in writing, to the ~~Division Personnel Officer~~ **Director of Human Resources**, at the same time as the employee accepts the offer of reemployment. The Division will then calculate the payment due and notify the employee of said amount in writing. Payment of the full amount due shall be transmitted to the ~~Personnel Officer~~ **Director of Human Resources** not later than the first payday following the employee's return to work.

DIVISION PROPOSAL #11 - *TENTATIVE AGREEMENT ON 1/27/2022*

ARTICLE 20 - SICK LEAVE - LEAVE WITHOUT PAY

DIVISION PROPOSAL:

Section 6. Medical Certificate. (a) For the following reasons **Form P33A, which is the an** acceptable medical certificate, signed by a licensed physician or other practitioner whose method of healing is recognized by the State, ~~may~~ **shall** be required of an employee by the Office of the Chief State's Attorney or by an employee's Supervisor to substantiate a request for sick leave or special leave of absence with pay;

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

(b) For the following reasons an acceptable medical certificate, signed by a licensed physician or other practitioner whose method of healing is recognized by the State, may be required of an employee by the Office of the Chief State's Attorney or by an employee's Supervisor to substantiate a request for sick leave or special leave of absence with pay; to support request for sick leave during annual vacation;

(1) to support request for sick leave during annual vacation;

(2) when excessive absenteeism or other circumstances indicate reasonable cause for requiring such a certificate.

The Office of the Chief State's Attorney may have a physician make a further examination **under both (a) and (b) above.** .

DIVISION PROPOSAL #22 - *TENTATIVE AGREEMENT ON 1/27/2022*

ARTICLE 20 – SICK LEAVE –LEAVE WITHOUT PAY

DIVISION PROPOSAL:

Section 5. Advanced Sick Leave.

(a) No sick leave with pay in excess of the sick leave hours accumulated to an eligible employee's credit shall be granted unless authorized in advance by the Chief State's Attorney. Such authorizations shall be granted only in cases involving extended periods of illness or injury. No advance of sick leave shall be authorized unless the employee has first exhausted all accrual to his/her credit for sick leave and vacation leave, including current accruals, **and any available compensatory time**. No advance of sick leave shall be granted until an employee has completed at least five (5) years of full-time employment in state service.

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

(c) Any such advanced sick leave as may be granted shall be repaid by an equal charge against such sick leave as the employee may subsequently accrue. No repayment of advanced sick leave shall be required, however, until the employee has

first accrued five (5) days of sick leave following his/her return to duty.

DIVISION PROPOSAL #23- *TENTATIVE AGREEMENT ON 1/27/2022*

ARTICLE 20 – SICK LEAVE –LEAVE WITHOUT PAY

DIVISION PROPOSAL:

Section 8. Leave of Absence Without Pay.

- (a) (1) If an employee has exhausted all available vacation and personal leave, **compensatory time, and any leave available under FMLA or the SEBAC Agreement**, a leave of absence without pay for the protection or improvement of an employee's health, or for any other cause considered reasonable or proper, may be granted to an employee upon approval of the appointing authority or any authorized committee thereof for a period not to exceed one (1) year. Requests for such leave must be submitted in writing to the Office of the Chief State's Attorney. Such leave may be extended beyond one (1) year by the **Chief's State's Attorney**. ~~appointing authority or any authorized committee thereof.~~ **If such leave is granted, the employee's specific position and assignment may not be held open based on operational needs in the sole discretion of the Chief State's Attorney or his/her designee, unless otherwise required by law.**
- (2) Upon expiration of paid leave for disability resulting from pregnancy, the employee may request, and shall be granted, a medical leave of absence without pay, position held, for a period not to exceed six (6) months following the date of termination of the pregnancy. Such medical leave of absence may, at the exclusive option of the **Chief State's Attorney**, ~~appointing authority or any authorized committee thereof~~, be extended beyond the six (6) month period with or without holding the position. Requests for such extensions shall be submitted to the Office of the Chief State's Attorney.

DIVISION PROPOSAL #24 - *TENTATIVE AGREEMENT ON 1/27/2022*

ARTICLE 20 – SICK LEAVE –LEAVE WITHOUT PAY

DIVISION PROPOSAL:

Section 15. The parties agree to be bound by Section 5-248a of the General Statutes, **and any other applicable state or federal law** concerning family and medical leave, and its appurtenant regulations, and any amendments thereto.

UNION PROPOSAL # 12 - *TENTATIVE AGREEMENT ON 1/27/2022*

ARTICLE 31- MISCELLANEOUS

Section 1. Equipment.

During the life of this Agreement the Division of Criminal Justice will not increase the cost of equipment to the employees. **There will be an Equipment sub-committee of the Labor Management Committee. The sub-committee will meet biannually, or more frequently if requested for a legitimate purpose, to discuss inspector equipment and recommend any changes to such equipment to improve quality, function, efficiency, and safety. The following equipment will be provided by the Division, as may be amended by mutual agreement of the parties: A firearm, a holster, Oleoresin Capsicum (Pepper Spray), a ballistic vest, a tactical flashlight, handcuffs, a handcuff case, ammunition, and a magazine holder.** ~~The Employer agrees to provide the following items of equipment: gun, holster, ammunition and handcuffs. The Employer shall determine, after consultation with the Union, the specification for such equipment. It is understood that the Employer need not provide the above items to its employees who already have them.~~

DIVISION PROPOSAL #16 - *TENTATIVE AGREEMENT ON 2/15/2022*
For Housekeeping Purposes Only

APPENDIX B - MEMORANDA OF AGREEMENT

DIVISION PROPOSAL:

RE: Firearms Instructors

- ~~1. Inspectors who serve as firearms instructors shall accrue one hour of compensatory time off for each hour they conduct firearms training with members of the Inspectors' bargaining unit.~~
- ~~2. The conducting of firearms training is within the scope of an Inspector's current job description.~~
- ~~3. Any assignment to conduct firearms training must be approved in advance by a Chief Inspector.~~
- ~~4. Nothing in this agreement shall amend or modify the provisions of the collective bargaining agreement concerning compensatory time accrual and use.~~

Should the Division decide to have its inspectors serve as firearms instructors in the future, the parties will meet to discuss any substantial secondary impacts, including compensation issues, associated with that decision.

DIVISION PROPOSAL #2 - *TENTATIVE AGREEMENT ON 2/15/2022*

ARTICLE 3 - NON-DISCRIMINATION

DIVISION PROPOSAL:

Section 1. The parties agree that neither party shall discriminate against any employee on the basis of race, color, religious creed, sex (**including pregnancy, sexual harassment, transgender status, sexual orientation or civil union status, and gender identity or expression**) age, national origin, ancestry, marital status, physical disability including, but not limited to, blindness, learning disability, intellectual disability, present or past history of mental disability, genetic information, military service, **workplace hazards to reproductive systems, criminal record (in state employment and licensing)** veteran status or lawful political activity.

DIVISION PROPOSAL #12- *TENTATIVE AGREEMENT ON 2/15/2022*

ARTICLE 20 - SICK LEAVE - LEAVE WITHOUT PAY

DIVISION PROPOSAL:

Section 7. Exhaustion of Leave. Any eligible employee in the Division absent from duty by reason of illness or injury who has exhausted all of his/her accrued sick leave, **compensatory time**, vacation leave including current accrual, personal leave days, advanced sick leave, when applicable, and for sick leave bank days when applicable, and who thereafter does not return to duty, will receive no further compensation.

Counter to Union Proposal 2:

Add the following to Appendix B

- Racial Justice

The parties will meet and discuss policies to promote racial justice. These discussions may include, but not be limited to, recruitment, training – including implicit bias training -- promotion, and maintaining a workplace where racial justice is encouraged. These discussions shall not be deemed collective bargaining, nor shall they be used with respect to any argument or in any proceeding concerning what is or isn't a mandatory subject of bargaining.

- **Counter to Union Proposal 4: Add to Article 31**

In any office with three (3) or more inspectors, one of those positions will be allocated as a supervisory inspector position. For purposes of this provision only, within the Chief States Attorney's Office, an "office" shall be any bureau or unit, or set of bureaus or units, which is

under the direction of a specific supervisory assistant state's attorney.

DIVISION PROPOSAL #15 - *TENTATIVE AGREEMENT ON 2/24/2022*

ARTICLE 32 - DURATION

DIVISION PROPOSAL:

Section 1. Except as otherwise provided, this Agreement shall be effective July 1, ~~2016~~**2021**, through June 30, ~~2021~~**2025**.

Section 2. Negotiations for a successor agreement shall commence in August, ~~2024~~**2024**. Initial Union proposals for changes in the Agreement shall be submitted on or before the third week of September, ~~2025~~**2025**. The parties may, by mutual agreement, commence negotiations on a different date.

Section 3. Reopener. Notwithstanding Sections 1 and 2, there shall be a reopener to negotiate general wage increases, steps, and lump sum in lieu of steps, if any, to be effective during the 2024-2025 calendar year. Negotiations with respect to such issue shall commence in August, 2023. Initial Union proposals with respect to those issues shall be submitted on or before the third week of September, 2024. The parties may, by mutual agreement, commence negotiations on a different date.

UNION PROPOSAL # 9 - *TENTATIVE AGREEMENT ON 2/24/2022*

ARTICLE 19 - VACATION-PERSONAL-MILITARY LEAVE

Section 2. Accrual of Vacation Time.

(a) Eligible employees and who are on the thirty-five (35) hour per week Division of Criminal Justice payroll **who have completed less than ten (10) years of service** shall accrue ~~5.834~~ vacation hours per month for each completed month of continuous full-time service ~~except that employees who have completed three (3) years of service shall accrue eight and three-quarters (8 3/4) vacation hours per month for each completed month of continuous full-time service and employees who have completed ten (10) years of service shall accrue eleven and two-thirds (11 2/3) vacation hours per month for each completed month of continuous full-time service.~~

WAGE FRAMEWORK

ARTICLE 16 - COMPENSATION

Section 1. Base Salary Increases.

- (a) ~~There shall be no increase in base annual salaries for the first three years of this Agreement (FY 16-17, 17-18, and 18-19).~~ **Effective and retroactive to March 31, 2022, During the 2018-2019 contract year, all employees shall receive a lump sum pensionable bonus payment of two thousand five hundred dollars \$25002,000 in July, 2018. Eligible employees are those who were on the active payroll as of that date. Effective approximately July 14, 2022, employees shall receive a lump sum pensionable bonus of one thousand dollars \$1000.**
- (b) Effective the pay period including July 1, ~~2019~~**2021**, the base annual salary for all employees shall be increased by ~~three~~ **two** and one-half percent **(2.5%)** ~~(3.5%)~~. Employees who left in good standing with 10 years or more of service, or who retired after 7/1/21 will be eligible for retroactive payment through their date of departure.
- (c) Effective the pay period including July 1, ~~2020~~ **2022**, the base annual salary for all employees shall be increased by ~~three~~ **two** and one-half percent **(2.5%)** ~~(3.5%)~~.
- (d) **Effective the pay period including July 1, 2023, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).**

Section 2. Salary Allocation. The classification of DCJ Inspector shall be allocated to Salary Groups 27 and 29. The structure of the DCJ Inspector position will be 27-1 through 27-7 and 29-6 through 29-10. The classification of Supervisory Inspector shall be allocated to Salary Group 31. The classification of Supervisory Inspector shall be allocated to Salary Group 31 with ten steps 31-1 through 31-10.

Section 3. Salary Structure.

- (a) Inspectors shall be advanced along the pay grades and structure on his/her anniversary date for receipt of an annual increment in those years for which annual increments are provided by Section 4 of this Article. The condition precedent to advancement shall be satisfaction of the requirements for the receipt of an annual increment, in accordance with the provisions of Article 11.
- (b) Pursuant to his/her statutory authority and subject to his/her discretion, the Chief State's Attorney may, where operating needs require, promote qualified Inspectors to Supervisory Inspector positions. Inspectors so promoted shall be upgraded in accordance with existing practice as follows. Upon promotion, the employee shall be placed on the salary schedule in the new salary group at a step equal to or greater than the sum of the employee's current salary plus the annual increment for the new salary grouping. This shall not affect the promotional employee's entitlement to an annual increment on the next annual increment date.

In accordance with the provisions of Article 10, the promotional working test period for the Supervisory Inspector classification shall be three (3) months. Permanent employees in said classification may be demoted by the Chief State's Attorney upon written notice stating the reasons therefor. Such demotion shall be grievable and arbitrable. Notwithstanding the provisions of Article 13, in any arbitration concerning a demotion, the arbitrator shall not substitute his/her judgment for that of the Chief State's Attorney unless it can be shown that the decision to demote was arbitrary and capricious.

The Chief State's Attorney may, where operating needs require, designate qualified Inspectors to perform temporary service in the Supervisory Inspector classification. An Inspector who is assigned to perform such temporary service shall, commencing with the thirty-first (31st) consecutive work day, be paid for such actual work retroactive to the first day of such work at the rate of the Supervisory Inspector classification as if promoted thereto. This provision shall have no adverse impact on permanent appointments to the Supervisory Inspector classification, as established herein. No person may serve in such temporary capacity for more than ninety (90) calendar days, except that two (2) additional ninety (90) calendar day periods may be served with the written consent of the Union which shall not be unreasonably denied.

Section 4. Annual Increments.

- (a) ~~There shall be no annual increments during the first three years of this Agreement (FY 16-17, 17-18, and 18-19).~~ **Employees will be eligible for and receive annual increments during the 2021-2022 contract year in accordance with existing practice. Employees who left in good standing with 10 years or more of service, or who retired after 7/1/21 will be eligible for retroactive payment through their date of departure**
- (b) Employees will be eligible for and receive annual increments during the ~~2019-2020-2022-2023~~ contract year in accordance with existing practice.
- (c) Employees will be eligible for and receive annual increments during the ~~2020-2021-2023-2024~~ contract year in accordance with existing practice.

Section 5. Longevity.

- (a) No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who has military service which would count toward longevity under current (pre-July 2011) rules shall be entitled to longevity if such individual obtains the requisite service in the future.
- (b) For employees not excluded from eligibility for longevity by subsection a above, the following shall apply:
 - (1) The schedule for longevity payments shall be determined in accordance

with the practice in effect prior to this ~~2016-2021~~ **2021-2025** Agreement. ~~However, the April, 2018 longevity payment will be delayed and made in July, 2018.~~

- (2) Except as provided herein, all State service, including war service, shall be counted in determining eligibility for longevity. Part-time service shall be prorated.

Section 6. Travel Reimbursements

- (a) An employee who is required to travel on official state business shall be reimbursed in accordance with and subject to the conditions outlined in the Division's Inspectors' Travel Manual for Extraditions & Investigations and the Division's other travel policies as they may be reasonably amended from time to time with notice to the Union and its members.

An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position shall be reimbursed for lodging in accordance with and subject to the conditions outlined in the Division's travel policy. Advance approval must be obtained from the Office of the Chief State's attorney.

An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the rate per mile set forth in the Division's travel or other policies as appropriate and as they may be reasonably amended from time to time with notice to the Union and its members. Reasonable parking fees and tolls shall also be reimbursed when the request is accompanied by receipts.

It is the intent of the parties that the travel policy referenced herein shall be the policy adopted for all employees of the Division who are represented by the Union as well as non-bargaining unit employees.

- (b) An employee who is not required to travel but who works in excess of the normal workday or on a Saturday, Sunday or holiday upon authorization of a supervisor is entitled to a meal allowance as follows:
 - (1) if the work is performed between 12:00 midnight and 9:00 a.m. on any day for an aggregate of three (3) hours or more: the breakfast rate set by the State of Connecticut Department of Administrative Services as provided in the Division's Travel Policy;
 - (2) if the work is performed between 4:00 p.m. and 12:00 midnight on a regular workday (Monday through Friday) for an aggregate of four (4) hours or more: the dinner rate set by the State of Connecticut Department of Administrative Services as provided in the Division's Travel Policy;
 - (3) if the work is performed between 9:00 a.m. and 1:00 p.m. on Saturday, Sunday or holiday for aggregate of three (3) hours or more: the lunch rate

set by the State of Connecticut Department of Administrative Services as provided in the Division's Travel Policy; and;

- (4) if the work is performed between 1:00 p.m. and 12:00 midnight on a Saturday, Sunday, or holiday for aggregate of four (4) hours or more: the dinner rate set by the State of Connecticut Department of Administrative Services as provided in the Division's Travel Policy.

ARTICLE 7- UNION SECURITY AND PAYROLL DEDUCTIONS

Section 5. 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, **in an editable digital format**, shall be remitted to the Union as soon as practicable after the payroll period in which such deductions are made.

ARTICLE 7- UNION SECURITY AND PAYROLL DEDUCTIONS

Section 8. Payroll deductions of Union dues shall not be made ~~discontinued~~ for other employee organizations not party to this Agreement.

ARTICLE 7- UNION SECURITY AND PAYROLL DEDUCTIONS

Section 9. The Employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues ~~or agency service fees~~, provided any such payroll deduction has been approved by the Employer in advance.

ARTICLE 7- UNION SECURITY AND PAYROLL DEDUCTIONS

(new) Section 11. The Division 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. The Division will provide the Union with a monthly report of the separations in the bargaining unit. The report shall contain the employee name, agency, job title and effective date of the action

ARTICLE 8 - UNION RIGHTS

Section 3. Access to Premises. Union staff representatives shall be permitted to enter the work premises of the Division at any reasonable time for the purpose of discussing, processing, or investigating filed or potential grievances, workplace-related complaints and other workplace issues, or otherwise performing Union business, provided that (1) they give notice of their presence immediately upon arrival to the supervisor in charge, and (2) they do not interfere with the performance of duties. Within ninety (90) days of execution of this Agreement, the Union will furnish the Employer with a current list of its staff personnel and their jurisdiction and shall maintain the currency of said list.

ARTICLE 8 - UNION RIGHTS

[note: notification of new hires is moved to Article VII in the Union's proposals]

Section 8. Orientation and Training. ~~The Union will provide each new employee with a copy of the collective bargaining agreement then in force and will furnish such employee with the name(s) of his/her steward(s). The Division of Criminal Justice shall provide the Union with a list of new employees within a reasonable period of time after they are hired.~~ **All new members of the bargaining unit shall be released from work for one (1) hour without loss of pay, to attend a Union orientation. If the Employer chooses, that orientation may be combined with a new hire orientation conducted by the Employer. In such case, 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's orientation. If the Employer chooses not to schedule its orientation within 30 days of an employee's hire, or not to add the Union orientation to the Employer 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.** The Employer will cooperate in permitting a common meal period for the steward and any newly hired employee within five (5) work days **of hire.**

ARTICLE 8 - UNION RIGHTS

(new) Section 10. The Union shall have the right to use the Division'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 Division computer or other device to visit the Union's website, and to use a Division computer or other device and email to interact with an authorized Union representative 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.

STATE OF CONNECTICUT
DIVISION OF CRIMINAL JUSTICE

POLICE INSECTORS COUNCIL
CSEA, LOCAL 2001

Jarad M. Lucan

3/14/2022

Dal E. Ruy

3.14.22