



April 2008

CONNECTICUT EMPLOYEES UNION INDEPENDENT

Dear Members:

The following groups recommend that you vote to accept the NP-2 Contract Award:

CEUI Executive Board made a unanimous recommendation!

CEUI Negotiation Team made a unanimous recommendation!

The 126 CEUI Stewards in attendance at the March 25, 2009 Steward Training made a unanimous recommendation!

The following is a Brief Overview of the Negotiation and Arbitration Process that led up to the current NP-2 Award:

A request to commence negotiations for the 2008-2011 NP-2 contract began as early as allowed by law and formal negotiations began in October 2007. Right from the beginning, the State's negotiators insisted the negotiation team accept language changes that were harmful to our members and consistently refused to offer pay raises until such changes were accepted. To the credit of the negotiating team, they stood strong and refused to compromise our contract language in exchange for the hope of a pay raise.

As negotiations proceeded, the negotiation team understood that the economy was headed in a downward direction and wanted to settle a contract that would be implemented on time. However, after five negotiation sessions it was very clear that the State was not going to offer any pay raises and would stick to their demands for language givebacks. The negotiating team was very clear that this was not acceptable and the State ultimately canceled the last scheduled negotiation session. The negotiation team, still determined to find a way to resolve this contract on time, requested that the State agree to the use of a mediator. The State refused to mediate the outstanding issues. Soon thereafter, the negotiating team decided that its only recourse was to file for interest arbitration and fight the good fight like we have done so many times before!

In the Spring of 2008, we began the process of selecting an arbitrator and scheduling hearings for all open issues to be heard and evidence to be presented. When the hearings finally began in September 2008, the economy had started to decline. The State of Connecticut was looking at a \$300 million dollar deficit in fiscal year 2009 and a \$3 billion dollar deficit in the biennium (FY2010-2011). As we know these deficit numbers doubled by January 2009 and the State's revenues dropped significantly.

During the Arbitration hearings, the State had Robert Genuario, the Secretary of the Office of Policy and Management (OPM) give significant testimony and documentation regarding the dire circumstances of the State budget. The Union, via Attorney Ed Lynch, Attorney Cara Wachsmann, Professor Rick Hurd, and Economist James Stodder provided a tremendous amount of documentation and testimony in order to counter the State's economic arguments. Additionally, the Union counsel, the negotiating team, and many members spent countless hours (many on their own time) doing research, preparing documents and talking to witnesses in preparation for this Arbitration. They knew that we were in for the fight of our lives and they worked like hell to prepare!

Weighing many factors, such as the continual decline in the economy and the short time frame scheduled for arbitration, the negotiation team agreed to withdraw several outstanding language items in exchange for the State's withdrawal of some potentially major giveback proposals. Some of the items that the team was able to get off the table included the State's proposal to eliminate time and one half after 8 hours, the State's proposal to use pending discipline to disqualify for a vacancy, and the State's proposal to reduce training opportunities. (A full chart of resolved/withdrawn issues is included in this publication). By negotiating the removal of these items from the table, the team successfully avoided the risk of an arbitrator's decision on many harmful proposed changes.

Despite all the items that were withdrawn or resolved prior to the close of the arbitration hearings, we still had significant exposure. When Arbitrator Greenbaum received the Last Best Offers of both sides, we risked receiving no pay raises for all three years of the contract. Specifically, the State LBO's included no Annual Increments or 2.5 % top step bonuses for all 3 years of the contract, no general wage increases for Fiscal Year 2009 or Fiscal Year 2010, and a wage re-opener in Fiscal Year 2011.

When the arbitrator's award was issued, it was clear that the hard work of the Union counsel, the negotiation team, the Executive Board, and all other involved members had delivered an award that they could whole heartedly recommend to the members for approval. During a time of unprecedented economic crisis, we prevented the State from making many harmful changes to our contract. Additionally, we achieved pay increases and/or annual increments & top step bonuses in all years of the contract and we improved our contract language with items such as sick leave donation, personnel records, and notification to the Union regarding temporary service in a higher class assignments!

We want to thank all the members of this Union for their hard work, patience and solidarity during this fight! The State was NOT successful in its divide and conquer strategy! If this contract is approved by the membership and the General Assembly it will be a victory for all working people.

Instructions on how to cast your vote can be found on the reverse side of the ballot, which is enclosed along with this document.

Note: DO NOT MISPLACE. This document provides every article in which either language and/or economic changes were agreed/awarded. Any article with no changes in it are listed as "present language". If the membership and General Assembly vote to accept, this agreement becomes the contract and until such time as the contract can be printed in booklet form and distributed to members, this document can be used.

Excerpt from Arbitrator Greenbaum's Award:

In discussing his decision to award no pay increase in the first year of the contract, Arbitrator Greenbaum provided the following explanation:

By the time this Award issues, virtually three quarters of the fiscal year will have passed. It is a fiscal year in which the State's budget will run at a significant deficit because of steep and sudden revenue declines. Confronting the legislature with a request to fund an increase with a large retroactive component under these circumstances is not reasonable.

On the other hand, the Legislature will have ample warning for the next two fiscal years and will likely have a better handle of the amount of money the State will receive from the various stimulus programs, as well as the overall revenue picture. The stimulus funds will provide the State with some relief from Medicaid costs, while the DOT is likely to benefit from increased infrastructure and transportation funding. Thus, it will have the information necessary to make the political decision on funding the Agreement. Moreover, granting the State's final two LBO's would effectively convert an emergency into an occasion for using interest arbitration to help balance the budget on the backs of the NP-2 employees. That is not consistent with the statutory scheme or a proper outcome for the interest arbitration process.

Summary of Economic Items Awarded:

Article 20-Compensation:

- July 1, 2009-3% GWI
- July 1, 2010-3% GWI
- July 1, 2008- Annual Increments (AI's) and 2 1/2% top step bonuses paid on time in July 2008 or January 2009
- July 1, 2009- Annual Increments (AI's) and 2 1/2% top step bonuses paid on time in July 2009 or January 2010
- July 1, 2010- Annual Increments (AI's) and 2 1/2% top step bonuses paid on time July 2010 or January 2011.
- July 1, 2009-Increase Safety Shoe Allowance by \$10.00

Article 23-Shift & Other Salary Differentials:

July 1, 2009-Shift Differential Increase by five cents (\$.05) per hour

Article 42-Meal Policy

July 1, 2009-the meal allowance shall be increased by one dollar (\$1.00) for each meal

Article 53-Snow & Ice Premium Pay

- July 1, 2010-Increase of premium by ten cents (\$.10) per hour to \$1.70 per hour

Contract Language Summary:

Prior to the end of hearings before Arbitrator Greenbaum, the parties either settled or withdrew a large number of proposals that were still on the table. The chart on the next page summarizes those proposals.

In addition to the withdrawn/settled proposals and the economic items that were awarded, the following summarizes Arbitrator Greenbaum's award on the remaining open issues:

- **Article 15, Section 1** Union's LBO to retain current language awarded
- **Article 16, Section 6(b) [NEW]** Union's LBO to retain current language awarded
- **Article 18, Section 18(a)** State's LBO awarded. The following language will become part of the contract:
 - Change the end time from 5:30 to 7:00 a.m. AND
 - "Assignments to such schedules shall first be sought on a voluntary basis and may be from one or more garages within a District. If there are not enough qualified volunteers for the work to be performed, involuntary assignments will be made from one or more garages within a District (or from the nearest location of the qualified employee(s)) by inverse seniority, by class specification, and by specialty (i.e. welding, electrical, special equipment operator, et cetera). In the event that involuntary assignments are located outside of the qualified employee(s) district, the Department will provide the affected employee(s) round-trip transportation from his/her regular reporting location to the location where work is to be performed."
- **Article 18, Section 18(c)** Union's LBO awarded to increase the Temporary Night Shift Differential to \$4.00/hour
- **Article 29, Section 11** Union's LBO awarded to allow members the ability to donate up to 5 sick days per calendar year per member.

WITHDRAWN OR RESOLVED ISSUES

| STATE PROPOSALS | UNION PROPOSALS |
|---|---|
| <u>Article 7 - Union Rights</u> – WITHDRAWN Reduction of Union Business Leave (UBL) hours | <u>Article 7 - Union Rights</u> - WITHDRAWN Increase UBL hours & combine UBL time in one bank |
| NO PROPOSAL | <u>Article 8 - Personnel Records</u> Sec. 3 - SETTLED for language making records void after 18 months unless similar disciplinary action is taken within that time period. (The provisions of this Section shall not apply to notices of dismissals, suspension, demotions or disciplinary transfers.) New section limiting Freedom of Information Requests of member files - WITHDRAWN |
| <u>Article 10 - Training</u> Limit training opportunities - WITHDRAWN | <u>Article 10 - Training</u> Retain current training funds amounts - SETTLED |
| <u>Article 11 - Working Test Period</u> 4 month WTP for movement to same/lower pay grade when in a different job class series - WITHDRAWN 914 hours to 979 for P/T WTP - SETTLED | NO PROPOSAL |
| <u>Article 13 - Order of Layoff or Reemployment</u> Removal of cost comparison language when contracting out - WITHDRAWN Removal of arbitrator's ability to assess compensatory damages when contracting out language is violated - WITHDRAWN | NO PROPOSAL |
| <u>Article 14 - Vacancies</u> "Serious pending discipline" to be used to disqualify members applying for vacancies - WITHDRAWN | <u>Article 14 - Vacancies</u> Practicums - written notification of date, time, place & format of the practicum - WITHDRAWN |
| <u>Article 16 - Grievance Procedure</u> Change composition of re-class grievance panel - WITHDRAWN | <u>Article 16 - Grievance Procedure</u> Re-class grievance panel composition should include union representation - WITHDRAWN |
| <u>Article 17 - Dismissal, etc</u> Use of word "counsel" vs. "advise" - WITHDRAWN | NO PROPOSAL |
| <u>Article 18 - Hours of Work, etc</u> Eliminate Time and one-half over 8 hours - WITHDRAWN | <u>Article 18 - Hours of Work, etc.</u> Call back to designated work location within 2 hours of receiving phone call offering OT should not be charged "no-contact" - WITHDRAWN Declaration of Emergency language to be expanded - WITHDRAWN |
| NO PROPOSAL | <u>Article 19 - Safety</u> Use of Green cleaning products - WITHDRAWN BUJSC time bank to be moved to UBL bank in Article 7 for administrative ease - WITHDRAWN |
| NO PROPOSAL | <u>Article 23 - Shift & Other Salary Differentials</u> Elimination of 7 day operation language. Working a regular schedule which includes Sat/Sun should get shift differential - WITHDRAWN |
| NO PROPOSAL | <u>Article 26 - Temporary Service in a Higher Class</u> Changes to method of assignment and union notification – SETTLED Union to receive notification |
| NO PROPOSAL | <u>Article 28 - Vacation</u> Employees laid off between 11/1/02 and 6/30/03 time would count towards increased leave accruals - WITHDRAWN |
| NO PROPOSAL | <u>Article 33 - Holidays</u> Employees whose regularly scheduled day off falls on holiday to receive a comp day - WITHDRAWN |
| <u>Article 47 - Newgate Prison</u> Changes to MOU - housekeeping matters - SETTLED | NO PROPOSAL |
| NO PROPOSAL | <u>Article 49 - Snow and Ice Assignments</u> Posting of the assignments by November 1 st for DOT Specialty Crew assignments - WITHDRAWN |
| NO PROPOSAL | <u>Article 52 - Extended Work Operations</u> Increase from 3 to 4 hour rest breaks - WITHDRAWN |
| <u>DOT QCW MOU</u> Additional section allowing voluntary snow & ice by QCW Plant Facilities Maint. Unit at Bradley Airport - SETTLED | NO PROPOSAL |
| <u>DOC Mail Handlers MOA</u> Proposal to add current agreement regarding unpleasant duty stipend with current stipend amount | <u>DOC Mail Handlers MOA</u> Proposal for shift differentials, but with an increase in the stipend which has not changed since 80's SETTLED - Increase in Stipend |
| <u>GRIEVANCE BACKLOG MOU</u> <u>SETTLED-Monthly meetings to work on resolving the current backlog of dismissal and non-dismissal cases.</u> | <u>NO PROPOSAL</u> |

Preamble
Present Language-No Change

Article 1-Recognition
Present Language-No Change

Article 2-Entire Agreement
Present Language-No Change

Article 3-Non-Discrimination and Affirmative Action
Present Language-No Change

Article 4-No Strikes - No Lockouts
Present Language-No Change

Article 5-Management Rights
Present Language-No Change

Article 6-Union Security
Present Language-No Change

Article 7-Union Rights
Present Language-No Change

Article 8
Personnel Records

Section One. Present Language-No Change

Section Two. Present Language-No Change.

Section Three. No new negative or derogatory material shall be placed in an employee's personnel file unless the employee has had an opportunity

to sign it (indicating receipt of such material). If the employee refuses to sign, a union steward or staff representative shall sign the material (indicating receipt) and be provided a copy. The copy shall be given at time of signing.

At any time, an employee may file a written rebuttal to such materials. Such material shall be considered void after eighteen (18) months from the issuance date of said material, unless similar disciplinary action is taken within that time period.

An employee may file a grievance objecting to any negative or derogatory material placed in his/her personnel file. However, such grievance will be arbitrable only if the employee suffers loss, prejudice, or if the mate-

rial is disciplinary.
The provisions of this Section shall not apply to notices of dismissals, suspensions, demotions or disciplinary transfers.

Section Four. Present Language-No Change

Section Five. Present Language-No Change

Article 9-Service Ratings
Present Language-No Change

Article 10
Training

Section One. Present Language-No Change

Section Two. Present Language-No Change

Section Three. Tuition Reimbursement. (a) The State shall allocate seventy thousand (\$70,000) dollars during each contract year for employees to participate in the existing tuition reimbursement program. Tuition reimbursement for credit courses at accredited institutions of higher education, one hundred percent (100%) of cost of tuition, laboratory fees and community college service fees up to a maximum of seventy-five percent (75%) of the per credit rate for undergraduate and graduate courses at the University of Connecticut at Storrs. Tuition reimbursement for non-credit courses at accredited institutions of higher education, one hundred percent (100%) of cost of tuition, laboratory fees and community college service fees up to a maximum of fifty percent (50%) of the per credit rate for undergraduate and graduate courses at the University of Connecticut at Storrs. Where practicable the employer may adjust an employee's work schedule so as to accommodate course work related to employment.

(b) The State shall allocate eighty thousand (\$80,000) dollars in each contract year for the purpose of providing relevant education and training to employees in conjunction with the Department of Education or comparable programs including continuing education requirements. Implementation of such programs shall be by mutual agreement of the parties.

(c) Conference Fund. (i) Thirty thousand (\$30,000) dollars shall be allocated per contract year to finance attendance at workshops, seminars or conferences by employees, without loss of pay or benefits. No overtime will be paid nor will compensatory time accrue for travel to or from such activity or attendance at such activity. Such workshops, seminars or conferences must be educational and beneficial to the employee and the agency and shall not include steward training. A maximum of one thousand (\$1,000) dollars shall be allotted for any one attendance and no employee will attend more than two conferences, workshops or seminars per year of this agreement. These funds shall be used for payment of fees and/or travel expenses, including such items as meals or lodging.

(ii) Every effort shall be made by the State to allow participation in said workshops, seminars, or conferences. Selection of employees shall be by mutual agreement of the Union and the State.

(iii) Upon approval of a request under this Section by the Union and the Agency Head, such request shall be forwarded to the Comptroller at least two (2) weeks in advance of the event.

(iv) If any employee who has had a request approved does not attend the workshop, seminar or conference, prompt notice of cancellation shall be provided to the agency's business office which shall promptly notify the Comptroller of the cancellation.

(v) As soon as possible but not more than thirty (30) days following the event, the employee shall submit a claim for reimbursement on the appropriate form and required receipts to the business office, which shall promptly process the claim to the Comptroller. If no claim for reimbursement has been submitted to the Comptroller within ninety (90) days of the date a workshop, seminar or conference was scheduled, the funds committed for that activity shall be

released and made available for others.

(vi) Employees who attend these activities may be requested by management to make a presentation on the events and information acquired.

(d) The Union shall be provided written quarterly reports showing amounts committed and/or paid for all accounts established in sub-sections (a), (b) and (c) above.

(e) Funds, which are unexpended in one fiscal year, shall carry over into the next fiscal year, and the balance of these funds shall be available in addition to the new balances. The Union shall upon request be able to interchange funds between the accounts established in sub-sections (a), (b) and (c) above.

Section Four. Present Language-No Change

Section Five. Present Language-No Change

Section Six. Present Language-No Change

Article 11 Working Test Period

Section One. Present Language-No Change

Section Two. (a) The Working Test Period for job classifications in the bargaining unit shall be six (6) months. Notwithstanding the previous sentence, the Working Test Period for employees who are promoted to non-competitive positions in the bargaining unit shall be four (4) months.

(b) For part-time employees, the Working Test Period shall be based on hours rather than calendar months (e.g., 979 hours equals six months).

(c) Time worked as a durational or temporary employee shall be credited toward fulfillment of the initial working test period provided the employee transitions to and is appointed to a permanent position in the same classification (job title).

Section Three. Present Language-No Change

Section Four. Present Language-No Change

Section Five. Present Language-No Change

Section Six. Present Language-No Change

Article 12-Seniority Present Language-No Change

**Article 13-Order of Layoff or Reemployment
Present Language-No Change**

Article 14-Vacancies Present Language-No Change

Article 15-Transfers Present Language-No Change

**Article 16-Grievance Procedure
Present Language-No Change**

Article 17 Dismissal, Suspension, Demotion, and Other Discipline Present Language-No Change

Article 18 Hours of Work, Work Schedules and Overtime

Section One. Work Schedules. Present Language-No Change

Section Two. Present Language-No Change.

Section Three. Present Language-No Change

Section Four. Meal Periods. Present Language-No Change

Section Five. Rest Periods. Present Language-No Change

Section Six. Present Language-No Change.

Section Seven. Present Language-No Change

Section Eight. Equalization of Overtime. Present Language-No Change

Section Nine. Present Language-No Change

Section Ten. Present Language-No Change.

Section Eleven. Present Language-No Change

Section Twelve. Present Language-No Change

Section Thirteen. Present Language-No Change

Section Fourteen. Present Language-No Change

Section Fifteen. Present Language-No Change

Section Sixteen. Overtime. Present Language-No Change

Section Seventeen. Present Language-No Change

Section Eighteen. The Department of Transportation may establish short-term temporary pre-arranged evening/early morning work schedules for selected maintenance activities which it deems necessary. Such schedules shall not be established for routine emergency overtime and snow and ice work.

(a) Such schedules consisting of shifts of at least seven and one-half (7½) hours shall be a minimum of one week to a maximum of six months in duration, and will start and end some time between 7:00 p.m. and 7:00 a.m. the next day, and may include weekends. A minimum of two weeks notice will be provided to establish such a shift.

Assignments to such schedules shall first be sought on a voluntary basis and may be from one or more garages within a District. If there are not enough qualified volunteers for the work to be performed, involuntary assignments will be made from one or more garages within a District (or from the nearest location of the qualified employee(s) by inverse seniority, by class specification, and by specialty (i.e. welding, electrical, special equipment operator, et cetera).

In the event that involuntary assignments are located outside of the qualified employee(s) District, the Department will provide the affected employee(s) round trip transportation from his/her regular reporting location to the location where work is to be performed.

If a 4-day, ten (10) hour per day, work week is implemented by the Department, time and one-half will not be paid until after 40 hours in the work week or after ten hours in the work day. Leave time will be taken on an hour for hour basis, with holidays based on the standard work day.

(b) Safety. The DOT acknowledges that the safety of its employees and customers is one of its primary concerns. Accordingly, the Department shall take every reasonable safety precaution for night shift operations in order to ensure safe and healthy working conditions for all employees. On night work sites with high traffic volume, other special site conditions or unusual weather conditions, DOT shall utilize additional signs, electronic warning signals, illumination, additional crash units and any other available means to protect employees. If all of the above precautions are not adequate to ensure worker safety, such work shall be scheduled during daylight hours with all appropriate safety precautions. DOT shall promptly act upon input from the Union regarding safety concerns for night work operations.

A base station shall be on the air when employees are working on the early shift or on night work for safety reasons. However, cellular phone(s) shall be provided if no base radio is operating.

(c) Temporary Night Shift Differential. A shift premium of \$4.00 per hour will be paid in lieu of any other shift or weekend differential to employees who are assigned to such temporary shifts for all such hours worked or on paid leave. This premium shall also be paid for any eligible overtime hours worked on such established shifts, but the premium itself shall not be paid at the one and one-half rate.

Section Nineteen. Present Language-No Change

Section Twenty. Present Language-No Change

Article 19-Safety Present Language-No Change

Article 20 Compensation

Section One. General Wage Increases.

(a) The salary schedule in effect during 2007-2008 shall remain in effect during 2008-2009.

(b) Effective July 1, 2009, the base annual salary for all bargaining unit employees shall be increased by three percent (3%).

(c) Effective July 1, 2010, the base annual salary for all bargaining unit employees shall be increased by three (3%).

(d) The entry level rates for salary groups 1 through 12 shall continue to be ten percent (10%) below Step 1 for each group in each year of this Agreement for employees in their initial working test period. Upon completion of the working test period the em-

ployee shall advance to Step 1 of the salary schedule and be paid accordingly.

(e) Effective July 1, 2001, employees performing the function of guide at Newgate Prison shall be placed in the Step of the Salary Group for the Guide job classification that corresponds with his/her pro-rated years of service.

(f) The entry level rates for Durational employees for salary groups one (1) through twelve (12) shall be ten percent (10%) below Step 1 for each group in each year of this Agreement for the first 914 hours of work (excluding overtime). After 914 hours of work Durational employees will be paid the full amount of Step one (1) and if employment continues will be eligible for annual increases to the same extent as a permanent employee.

Section Two (a). Employees hired between January 1 and June 30 of any year shall receive their first annual increment in the January next following the date of hire. Employees hired between July 1 and December 31 of any year shall receive their first annual increment in the second next January following the date of hire. Employees will continue to be eligible for and receive annual increments in accordance with existing practice and paid accordingly in the pay period which would include July 1 and/or January 1, based upon the employee's anniversary date, in each year of this agreement.

(b) Effective July 1, 2007 employees at their top step shall receive a lump sum payment equal to two and one half (2 ½%) percent of their base annual salary in each contract year in which they do not receive an annual increment. The lump sum shall be paid on the paycheck dates when increments are paid (e.g. January 1 or July 1) and may be denied for a "less than good" service rating.

Section Three. (a) The Safety Shoe allowance provided under Article 19 (Safety) shall be \$125.00 (one-hundred twenty-five dollars). Effective July 1, 2009, the current safety shoe allowance shall be increased by ten (\$10.00) dollars.

(b) The Safety Shoe Allowance will be extended to otherwise eligible employees who are hired after July 15, but before February 1, of any contract year. Payment shall be made on or about February 15. Employees hired on or after February 1, shall not be eligible for such payment for that contract year.

**Article 21-Group Insurance
Present Language-No Change**

**Article 22-Longevity
Present Language-No Change**

**Article 23
Shift and Other Salary Differentials**

Section One. Employees in Salary Group 19 and below whose jobs are regularly assigned to shifts beginning before 6:00 a.m. or after 2:00 p.m., or to "split shifts", or to extended shifts of more than ten (10) hours, shall be entitled to shift differential payment in the amount of eighty-five (\$.85) cents per hour. Effective July 1, 2009, the shift differential shall be increased by five (\$.05) cents per hour. Eligibility for shift differential payments is tied to the shift, not the individual's work schedule. Therefore, when an em-

ployee works on any established shift which meets the criteria set forth above, the employee is entitled to the shift differential payment.

Payment is to be made whether the employee works a regular shift or an overtime shift, provided the shift meets the eligibility criteria. Payment shall be made for all hours worked during the eligible shift.

The following classifications will continue to be eligible for shift differential payments after OJE implementation:

Assistant Supervisor,
Central Warehouse
Boat Captain
Building Superintendent 3
Farm Manager
Farm Supervisor
Laundry Supervisor 3
Maintenance Supervisor I (Elect) (HVAC) (Plumber)
Maintenance Supervisor II (Adaptive Med.) (Auto) (Carpentry) (General) (Grounds) (Locksmith) (Machine Shop) (Masonry)
(Mechanical Equipment) (Office) (Painting) (Tinsmith)
Maintenance Supervisor II (Electrical) (HVAC) (Plumber)
Lead Sawyer
Supervisor of Transportation Operations
Transportation Machine Shop Supervisor (Bridge) (Highway)
Transportation Garage Supervisor

Classes under appeal or in existence on January 13, 1989 which have not received an evaluation shall remain eligible for shift differential payments if they are currently eligible, regardless of the results of the appeal or evaluation.

Section Two. Present Language-No Change

Section Three. Present Language-No Change

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

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

(c) Weekend differential shall be paid only for employees working in seven (7) day operations and only for hours worked and not while such an employee is on leave of any nature.

(d) The weekend differential shall be sixty (\$.60) cents per hour.

Section Five. Employees, other than those employed by the Department of Transportation, who are required to supervise or train inmates and such is not a function within their job specification shall be paid a differential of seventy (\$.70) cents per hour for each hour actually worked in such assignment and not while an employee is on leave of any nature.

Section Six. (a) The extra compensation provided under Item No. 425-Q involving employees who work in freezer storage areas shall be seventy (\$.70) cents per hour.

(b) The extra compensation paid to Department of Transportation employees with fire and crash standby as-

signments at airports, shall be eighty (\$.80) cents per hour.

Section Seven. Inmate Work Program. Present Language-No Change

**Article 24-Retirement
Present Language-No Change**

**Article 25-Class Reevaluations
Present Language-No Change**

**Article 26
Temporary Service in a Higher Class**

Section One. Present Language-No Change

Section Two. Present Language-No Change

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

Section Four. Present Language-No Change

Section Five. Present Language-No Change

Section Six. Present Language-No Change

Section Seven. Present Language-No Change

**Article 27-Permanent Part-Time Employees
Present Language-No Change**

**Article 28-Vacation
Present Language-No Change**

**Article 29
Sick Leave**

Section One. Present Language-No Change

Section Two. Present Language-No Change

Section Three. Present Language-No Change

Section Four. Present Language-No Change

Section Five. Present Language-No Change

Section Six. Present Language-No Change

Section Seven. Present Language-No Change

Section Eight. Present Language-No Change

Section Nine. Present Language-No Change

Section Ten. Present Language-No Change

Section Eleven. The parties agree that from time to time, on an as needed basis, NP-2 bargaining unit members may donate their accrued vacation, personal and/or sick leave to a fellow bargaining unit member who has at least six (6) months of State service and has achieved permanent

status and has exhausted his/her own accrued paid time off, who is suffering from a long term or terminal illness or disability. Such donation may occur between different employing agencies. No employee may donate more than five (5) days of sick leave in a calendar year.

Said benefit shall be subject to review and approval by the Commissioner of Administrative Services and shall be applied in accordance with uniform guidelines as may be developed by such Commissioner.

**Article 30-Personal Leave
Present Language-No Change**

**Article 31
Leave Balances**

The State shall notify each employee of his/her leave balances. Such an accounting shall be given no later than March 1 of each year, stating the employee's balance as of the previous December 31, unless otherwise mutually agreed by the agency and its employees.

**Article 32-Paid Leave Conversions
Present Language-No Change**

**Article 33-Holidays
Present Language-No Change**

**Article 34-Civil Leave and Jury Duty
Present Language-No Change**

**Article 35-Military Leave
Present Language-No Change**

**Article 36-Pregnancy, Maternal and Parental Leave
Present Language-No Change**

**Article 37-Voluntary Leave of Absence
Present Language-No Change**

**Article 38-Workers' Compensation
Present Language-No Change**

**Article 39-Transfer or Separation Due to Infirmities
Present Language-No Change**

**Article 40-Absence from Work Due to Emergency
Present Language-No Change**

**Article 41-Meals
Present Language-No Change**

**Article 42
Meals Policy**

Section One. Present Language-No Change

Section Two. At State agencies possessing dining facilities, meals will be supplied to the employee at no cost. At State agencies without dining facilities, the following procedures and schedule of maximum meal allowance will apply:

| | | |
|-----------|-----------|---------|
| 6:00 a.m. | Breakfast | \$6.50 |
| Noon | Lunch | \$8.50 |
| 6:00 p.m. | Dinner | \$14.00 |

Effective July 1, 2009 the meal allowance shall be increased by one (\$1.00) dollar for each meal.

The above schedule shall remain in effect for the lifetime of the contract unless adjusted by mutual agreement of the State and the Union. Meals will normally be granted no later than two

(2) hours after the designated meal times depending upon conditions.

Section Three. Present Language-No Change

Section Four. Present Language-No Change

Section Five. Present Language-No Change

Section Six. Present Language-No Change

Article 43 Housing

Section One. (a) Effective upon legislative approval of this Agreement, the amount charged to employees occupying State-owned housing located on the grounds of State institutions shall be seventy (70%) percent of the appraised fair market rental value. For other State-owned housing, the rental charge shall be one hundred (100%) percent of the appraised fair market value. (b) It is the intent of this Article that the amount charged to employees occupying State-owned housing located on the grounds of State institutions shall be seventy (70%) percent and for other State-owned housing, the rental charge shall be one hundred (100%) percent of the most recent appraised fair market rental value. Accordingly, rents will be adjusted up or down, as appropriate, upon receipt by the employer of the appraisal and in accordance with the terms of the lease agreement between the State and the individual employee but in all cases there shall be at least 12 months between rent adjustments.

Section Two. Present Language-No Change

Article 44-Maintenance and Service Unit Work
Present Language-No Change

Article 45-Job Classifications
Present Language-No Change

Article 46-Uniforms and Equipment
Present Language-No Change

Article 47-Newgate Prison
Present Language-No Change

Article 48-Drawbridge and Rest Areas
Present Language-No Change

Article 49-Snow and Ice Assignments
Present Language-No Change

**Article 50
Availability of Employees with a Snow and Ice Assignment During Off-Duty Hours**
Present Language-No Change

**Article 51
Truck Assignments**

Section One. Present Language-No Change

Section Two. The policy for employees in the Department of Transportation during the winter season shall be one (1) employee to a truck while engaged in snow and ice control or removal. All Department of Transportation trucks engaged in snow and ice control or removal which are operated by bargaining unit employees shall be

equipped with operable two-way radios. Examples of exceptions to the policy of one (1) employee to a truck are:

(a) When operating a truck in a known "dead communications area" preventing two-way radio communications or when a truck is operationally needed and its radio is inoperable.

(b) When operating a truck equipped with a wingplow and the wingplow is to be utilized.

(c) When operating a truck in selected congested urban areas or remote rural areas.

(d) Other additional situations also determined by management.

No employee shall be required to drive alone for more than eight (8) consecutive hours. However, an employee may volunteer to drive alone for additional hours. The Newington and/or Bridgeport Operations Centers will monitor the Department of Transportation's radio frequency when any Department employee, engaged in snow and ice removal operations, is driving alone.

Section Three. Present Language-No Change

Section Four. Present Language-No Change

Article 52-Rest Periods During Extended Work or Operations
Present Language-No Change

**Article 53
Snow and Ice Premium Pay**

Bargaining unit employees designated by the employer as having a snow and ice control or removal assignment shall be paid a premium of one dollar and sixty cents (\$1.60) for each hour actually worked on snow and ice control or removal, other than during the regular shift schedule. Effective July 1, 2010 the snow and ice premium payment shall be increased by ten cents (\$.10).

Premium pay will be authorized under the above conditions from November 1 through April 30 of each year for the life of the contract.

This premium pay will not be used in computing overtime payment.

Article 54-Exclusion from Hazardous Assignment
Present Language-No Change

**Article 55
Vehicle Assignments/Phone Calls**

Section One. Employees holding positions in the classes listed below who are assigned vehicles and who may be required by their appointing authority to respond to emergencies shall be entitled to garage their assigned vehicles at home during the life of this Agreement.

Transportation General Supervisor (Maintenance) (Bridge Maintenance)
Transportation Supervisor (Highway Maintenance) (Bridge Maintenance)
Transportation Garage Supervisor
Transportation Equipment Repair Assistant Supervisor

Transportation Equipment General Supervisor

Airport Maintenance Supervisor
Building Maintenance Supervisor at Bradley International Airport
State Police Radio Technician

Section Two. Present Language-No Change

Section Three. Present Language-No Change.

Section Four. Present Language-No Change

Section Five. Present Language-No Change.

Section Six. Present Language-No Change.

Article 56-Deferred Compensation
Present Language-No Change.

Article 57-Employees Expenses
Present Language-No Change.

Article 58-Damage to Personal Property
Present Language-No Change.

Article 59-Volunteer Fire or Ambulance Duty
Present Language-No Change.

Article 60-Miscellaneous
Present Language-No Change.

Article 61-Indemnification
Present Language-No Change.

Article 62-Supersedece
Present Language-No Change.

Article 63-Legislative Action
Present Language-No Change.

Article 64-Savings Clause
Present Language-No Change.

**Article 65
Duration of Agreement**
This agreement shall be effective on July 1, 2008 and shall expire on June 30, 2011.

Unless otherwise stated to the contrary changes to language provisions shall take effect upon legislative approval.

Negotiations for the successor to this Agreement shall commence with the timetable established under Connecticut General Statute, Section 5-276a

(a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.

**Addendum A
(Information and Dues)
Stipulated Agreement
Between
State of Connecticut and
Connecticut Employees Union
Independent (NP-2)**

The State of Connecticut (hereinafter referred to as the "State") and the Connecticut Employees Union Independent (NP-2) (hereinafter referred to as "CEUI" or the Union) hereby agree as follows in supersedece of the ADDENDUM A contained within the 2005 -2008 NP-2 Agreement:

WHEREAS, the State of Connecticut (State) and the Connecticut Employees Union Independent (CEUI or Union) have been parties to a series of collective bargaining agreements beginning in 1979 and continuing to the present, and

WHEREAS, said collective bargaining agreements have required the State to deduct union dues and fees from bargaining unit members' paychecks and to forward such deductions to the CEUI, and

WHEREAS, said collective bargaining

agreements have required the State to provide the CEUI periodically with reports of bargaining unit members, their personal status and related information, and

WHEREAS, the CEUI has filed various individual grievances against specific State agencies identified below; and

WHEREAS, the parties have agreed in full and final settlement of the claims raised in these grievances to the following:

1. Effective the fifteenth of each month or the first work day thereafter, the Department of Administrative Services (DAS) agrees to make available on CD and hard copy for pickup by CEUI the following CORE-CT generated reports in EXCEL spreadsheet format:

a. **NP-2 Monthly Dues Report** containing NP-2 dues information organized under the following column captions for all employees in NP-2 bargaining unit job classifications: *Agency Number; Agency; Employee Name; Employee ID Number; Pay Period End; Trans Code; Dues Deduct and Hrly Rate;*

b. **NP-2 Monthly Activity Report** containing employment status information organized under the following column captions for all employees in NP-2 bargaining unit job classifications: *Employee Name; Effective Date; Action Date; Reason; Seq. Number; Agency; Agency Number; Work Location; Job Title; Employee ID Number; Empl Rcd Number; Social Security Number; Appt. Type; Probation Date; Full/Part; Reg/Temp; Hrs/Wk; Sal Plan; Grade; Step; Hrly Rate; Job Entry Date;*

c. **NP-2 Statewide Address List** containing the following information organized under the following column captions for all employees in the NP-2 bargaining unit job classifications who have experienced an address change: *Employee ID Number; Employee Name; Title; Agency Number; Agency; Work Location/Division; Effective Date; Address; City; State; Zip Code;*

d. **NP-2 Workers' Compensation and Unpaid Leave History** containing the following information organized under the following column captions for all employees in the NP-2 bargaining unit job classifications who have experienced a workers' compensation absence or unpaid leave: *Agency; Agency Number; Name; Empl Number; Empl Rcd Number; Eff Date; Seq. Number; Action Date; Reason.*

2. The above Reports mirror those that were provided to the CEUI on a pilot basis for several months in 2007 prior to the signing of this Agreement. These Reports shall be provided to the CEUI on CD and hard copy and are in replacement of the manual, Agency generated monthly reports that DAS has been compiling and submitting to CEUI.

3. If the CEUI identifies concerns with the required information and submits a description of such concerns to the State, there shall be a prompt meeting between the State and the CEUI to address these concerns.

4. This Agreement is not intended to modify or otherwise affect information that the CEUI may be receiving directly from the Office of the Comptroller.

5. The State and the CEUI may also discuss and mutually agree in writing upon an alternative manner of transferring the information contained within the above referenced Reports from the State to the Union.

6. Should either CEUI or the employing Agency believe that the union dues/fees of an employee have not been deducted correctly, that party shall notify the other of such in writing, indicating the employee's name and the specific nature of the problem. Upon Agency verification of the problem the Agency shall arrange for corrective action with the CEUI and the employee. For example, an employee whose dues have been underdeducted by \$1.00 for six (6) pay periods shall have \$1.00 extra, in addition to the correct dues deduction, for a period of six (6) pay periods.

7. In the event the Agency, including the DAS, intentionally, arbitrarily, or through gross negligence fails timely to provide the information under this Agreement, the State shall be liable to the CEUI for damages incurred by the Union in applying or enforcing the terms of this Agreement. The Union shall be entitled to file a grievance over such issue(s) directly to Step III under the provisions of the NP-2 unit contract. Any arbitration hereunder shall be expedited. To the extent that the State experiences prolonged system failure that interferes with the State's ability to timely generate the Reports, the State shall notify the Union in writing of the issue as soon as it becomes aware of it, including the date of anticipated compliance. To the extent possible, the State will take measures to provide the information in an alternative format until the system is corrected. Under these circumstances, the State shall not be held in violation of this Agreement.

8. In lieu of current contract language the provisions of this Agreement shall supplant Addendum "A" and the language in the parties' labor agreement, effective upon execution of this Agreement as follows:

TOPIC:
Provision of Information

Contract Provision:
Art. 7, Sec. 10, Para 2a, b, c

TOPIC:
Improper dues deduction correction

Contract Provision:
Art. 6, Sec. 10, Para 4

9. This Agreement is admissible in future proceedings. This Agreement shall not be construed as any admission of any statutory or contractual violation by the State or its agencies

10. This Agreement shall be effective upon signing, and shall be incorporated into the successor agreement to the 2005-08 NP-2 Contract and shall continue in full force and effect unless modified or discontinued by mutual agreement of the parties.

11. The following grievances and other pending grievances on these matters will be considered resolved and withdrawn upon full execution of this Agreement:

AGENCY
OLR NO. **UNION CODE**
Department of Mental Health and Addiction Services (DMHAS)
06-14396 C-10,447

Department of Revenue Services (DRS)
06-14397 C-10,488

Board of Education and Services for the Blind (BESB)
06-14398 C-10,450

Department of Children and Families (DCF)

06-14399 C-10,451
Department of Consumer Protection (DCP)
06-14400 C-10,452
Department of Mental Retardation (now Department Of Developmental Services (DDS))
06-14401 C-10,453
Southern CT State University (SCSU)
06-14402 C-10,454
Department of Transportation (DOT)
06-14403 C-10,455
Western CT State University (WCSU)
06-14404 C-10,456
UConn Health Center (UCHC)
06-14405 C-10,457
Board of Trustees Community Technical Colleges (BTCTC)
06-14406 C-10,458
Department of Education (DOE)
06-14407 C-10,459
Department of Special Revenue (DSR)
06-14408 C-10,460
Department of Veterans Affairs (DVA)
06-14409 C-10,449
Department of Correction (DOC)
06-14410 C-10,446
/s/ Ron McLellan
/s/ Christine Cieplinski

**Memo of Understanding
Workfare Supervision
Present Language-No Change.**

**Agreement
Between
The State Of Connecticut
And
The State Coalition On Pay Equity
Present Language-No Change.**

**Memorandum Of Agreement
SEBAC V
Present Language-No Change.**

**Memorandum Of Agreement
Between
State Of Connecticut And SEBAC
Placement And Training
Present Language-No Change.**

**COMMISSION ON CULTURE
AND TOURISM – NEWGATE PRISON
MEMORANDUM OF UNDERSTANDING**

Individuals employed by the Connecticut Commission on Culture and Tourism in the capacity of guide at the Newgate Prison, notwithstanding the provision of Article 1 (Recognition) of the NP-2 Contract, shall be considered a part of the Maintenance and Service Bargaining Unit and shall be entitled to the rights and benefits described herein. Except as specifically limited the provisions of Article 5 (Management Rights) of the NP-2 Contract are incorporated by reference.

1. Union Security: The provisions of Article 6 of the NP-2 Contract are incorporated herein.

2. Union Rights: Representation of employees shall be accomplished

through the use of staff representatives of the Union or through the use of full-time employees currently designated as stewards. In matters of contract administration or grievance processing, management shall deal exclusively with said individuals.

3. Working Test Period: The Working Test Period for job classifications for employees covered by this Memorandum shall be six months or 979 hours. At any time during the Working Test Period the employer may remove any employee if in the opinion of the employer the Working Test indicates such employee is unable or unwilling to perform his/her duties so as to merit continuation in such position. Such removal shall be neither grievable nor arbitrable.

4. Seniority: Seniority shall be defined as length of uninterrupted State service from date of last hire plus war service. Seniority shall not be computed until after completion of the Working Test Period. Seniority shall be deemed broken by the termination of employment including resignation, dismissal or retirement; or failure to report to work for three working days without authorization. Credit for seniority up to a break in service will be restored to an employee who returns to service at the start of the next season following the service break.

5. Layoff: For purposes of layoff selection of employees, seniority as defined in 4 above shall prevail. Employees who have not completed their initial Working Test Period shall be laid off first. Within one year of layoff employees may be recalled to their position in order of seniority.

The provisions of this section are exclusively applicable to the Newgate facility. Annual spring startup and fall shutdown of the Newgate facility shall not be governed by the terms of this section.

6. Grievance Procedure: Employees shall have access to the NP-2 Unit grievance and arbitration machinery.

7. Work Schedules / Seasonal Work Year: The standard schedule for employees of the Newgate Prison shall be 35 hours per week (Effective 7/4/97 37 ½ hours).

The seasonal work year shall be determined by the employer but generally may be expected to fall between May and November of each calendar year.

In the event of a reduction in normal general operating hours, available work hours shall be allocated first to employees in the guide classification. Summer workers shall not be used to reduce the hours of the guides. This provision shall be without precedent and shall be confined solely to Newgate Prison operations.

Payment of overtime shall be accomplished in accordance with the Federal Fair Labor Standards Act.

8. Holiday Pay: Employees required to work July 4th shall, at the end of the seasonal work year receive additional compensation at their straight time rate for hours worked on that day.

9. Compensation Structure: Salary level for the class of Guide shall be governed by the TC and TE rates.

Subsequent adjustment of such schedule shall be governed by the provisions of Article 20 of the NP-2 Agreement.

Upon completion of 1,958 hours of work employees will be eligible for a step increase. Determination of step placement shall be determined by the employer with consideration being

given to individual performance and agency funding levels.

10. Group Health Insurance: Upon completion of 5 consecutive seasons of employment employees will be eligible for participation in the State's group health insurance program. Participation shall be governed by the appropriate programmatic rules in effect at the time coverage is obtained.

11. Discipline: No employee who has completed 979 consecutive hours of work shall be demoted, suspended or discharged except for just cause. A concurrent copy of the written notice of discipline issued to the employee shall be provided the Union.

12. Exemptions: The provision of this memorandum shall not apply to retired reemployed workers.

13. The provisions of the following articles of the NP-2 contract are incorporated herein:

Article 2 Entire Agreement

Article 4 No Strikes - No Lockout

Article 60, Section Five Overpayments

Article 62 Legislative Action

Duration: The term of this memorandum shall be coterminous with the NP-2 contract.

This language has been in effect since 1996.

DOT QCW Memorandum of Understanding

1. Beginning October 1, 2002 and continuing each year thereafter, the Department of Transportation will post for internal snow and ice assignments for not less than ten (10) calendar days.

2. All Qualified Craft Workers (QCWs) assigned to electrical and bridge facilities within DOT Maintenance Districts shall have the opportunity to voluntarily apply for, and, if applied for, shall receive, said snow and ice assignments.

3. All Qualified Craft Workers (QCWs) assigned to the Bradley International Airport who have CDL's shall have the opportunity to voluntarily apply for a snow and ice assignment to Bradley International Airport, and if applied for, shall receive said snow and ice assignment unless there are fewer available assignments than QCW's requesting such in which case assignment shall be by seniority.

4. Such vacancies shall be considered Durational DOT Maintainer 4 positions. These durational positions shall include all duties outlined in the QCW job specification with the addition of a snow and ice control or removal assignment as specified in the DOT Maintainer 4 job specification.

5. All durational DOT Maintainer 4s shall be paid from November 1st to April 30th for all time worked including the use of accrued leave as DOT Maintainer 4s as if promoted thereto. Any increments or bonuses received shall be credited in the salary group designated to QCWs and adjustments, if any, will be made to the salary group designated to DOT Maintainer 4.

This language has been in effect since March 5, 2002.

DOT Electrical Memorandum of Understanding Present Language-No Change.

DOT Ferry First Mates Memorandum of Understanding Present Language-No Change.

**CONNECTICUT RIVER
FERRY SERVICES
Memorandum of Agreement
Between Department of Transportation and
Connecticut Employees Union Independent (CEUI)
Present Language-No Change.**

**DOT Maintainer 1-2
Stipulated Agreement
Present Language-No Change.**

**Department of Correction-Mail
Handlers
Memorandum of Agreement
Between Department of Correction
and Connecticut Employees Union
Independent (CEUI)**

This Agreement concerns the unpleasant duty stipend for Mail Handlers, Lead Mail Handlers, and Mail Services Supervisors working at the Department of Correction (DOC); the undersigned parties hereby agree to the following:

1. Mail Handlers, Lead Mail Handlers, and Mail Services Supervisors working inside Department of Correction facilities which house incarcerated inmates and/or DOC Mail Handlers, Lead Mail Handlers, and Mail Services Supervisors assigned to open, visually and/or physically inspect, monitor, and/or deliver inmate mail shall receive an unpleasant duty stipend of sixty-five (\$.65) per hour, in the spirit of the 2004 Stipulated Agreement regarding said matter.

2. The unpleasant duty differential shall only be paid for hours actually worked including overtime, but shall not be included in pay for vacation, holiday, sick leave, and personal leave days. Said differential pay shall be paid at the same rate for regular or overtime hours.

This Agreement is written with prejudice and without precedent involving any other dispute between the parties. It shall not be admissible in any other proceeding except to address the unpleasant duty stipend for Mail Handlers, Lead Mail Handlers, and Mail Services Supervisors working at the Department of Correction.

For the Union
/s/ Cara J. Wachsman 10/2/08
For the State
/s/ Ernest Lowe 10/2/08

**ON-CALL ASSIGNMENTS
MEMORANDUM OF
UNDERSTANDING
Between
STATE OF CONNECTICUT
And
CONNECTICUT EMPLOYEES
UNION INDEPENDENT, LOCAL 511
SEIU (NP-2 Unit)**

In full and final resolution of the claims raised in the prohibited practice complaint (Case No. SPP-25,543) and in order to specify the basic terms for future on-call assignments pursuant to the prior negotiation provision of Article 55 Section Six, the State and the Union agree as follows:

1. An agency or facility (hereinafter referred to as "agency") which determines a need for Maintenance (NP-2) employees to be placed on "standby" or "on-call" while off-duty (hereinafter simply "on-call") will identify in writing the job classification and function for the on-call assignment and the number of employees needed.

2. The agency may have one primary on-call individual (generally a supervisory employee) with a secondary employee(s) designated on-call during the primary's vacations or other absences. Alternatively, the agency may have the on-call respon-

sibility shared by two or more employees who rotate the assignment on a weekly or biweekly basis. If an agency has determined a need for on-call assignments in several classifications or functions (e.g. electrical and plumbing Qualified Craft Workers; residential maintenance and wastewater treatment plant), the on-call assignments will be separately determined and handled.

3. The agency will solicit volunteers in writing within the designated classification(s) prior to assigning employees involuntarily. If there are insufficient volunteers, the agency will make the on-call assignment in the designated classification(s) and function based on inverse seniority. If more employees volunteer than initially requested, the agency may increase the number in the on-call rotation or with secondary assignment and/or the agency will select based upon seniority from among employees in the same classification who have permanent status in the classification.

4. The agency shall provide three (3) weeks advance written notice of a new on-call program to the Union and the affected employees.

5. While on-call, the employee will be provided with a response device as defined in Article 55, Section Six(e) (e.g. cell phone, beeper, pager, etc.) and will be expected to reply by telephone to a page or call within 15 minutes. The employee will be compensated for the on-call assignment as provided in Article 55, Section Six (d). If the situation requires a worker to report to the facility, the on-call employee would be expected to assess the situation and then report to the facility or contact another employee or employees to report to the facility to handle the situation.

6. An employee who is issued a response device for purposes of on-duty contact will not be considered as having an off-duty on-call assignment unless the employee is notified of the on-call requirement in writing. The fact that an employee is not required to turn in the response device at the end of the workday does not mean that the employee will be considered on-call. These provisions, however do not change the employee's responsibility to report for work in the case of emergencies, weather extremes, or other reasons if contacted via his/her personal phone number(s).

7. On-call employees who are required to report to work and those who are not on-call but who are required to work under paragraph 6 shall be compensated in accordance with Article 18, Section Sixteen (c).

8. An employee who volunteers for the on-call assignment and who fails to reply or to report when contacted without reasonable justification may be removed from the assignment.

Employees will be notified of this provision either in the solicitation for volunteers or the notice of the on-call assignment or otherwise in writing prior to the instance which results in his/her removal from the assignment. After six months, the employee may apply to be reinstated to the on-call assignment. The decision to cancel or to not reinstate the employee's on-call status shall not be grievable or arbitrable.

9. An employee who is assigned the on-call requirement and who fails to reply or to report when contacted without reasonable justification may be subject to progressive discipline up to and including dismissal, which will be subject to appeal as provided in the NP-2 contract.

10. The decision to institute an on-call program and the designation of the number of employees, job classifica-

tion(s) and function(s) to be assigned shall be the prerogative of the agency.

11. If an agency determines that the institution of its on-call program would require different terms than those described in this agreement, the agency will notify the Office of Labor Relations, which shall seek voluntary discussions with the Union. If no agreement is reached upon a different agreement or different terms, the agency's on-call program will follow the terms of this agreement.

12. This agreement shall not apply to the Department of Transportation employees with voluntary beepers as described in Article 55, Section Six (c) or the Department of Public Safety employees issued beepers pursuant to Article 55, Section Six(a) and (b).

13. This agreement shall not apply to any previously established on-call arrangements and procedures in the Department of Mental Retardation, the Department of Mental Health & Addiction Services, or the University of Connecticut or to the expansion of those arrangements to other employees in those Departments, unless Department or UConn chooses to use these procedures for its on-call programs.

14. This agreement shall not be considered as any admission of any statutory or contractual violation by the State of Connecticut or the affected agencies or their officials or managers.

15. This agreement is without precedent for any other situations between the parties.

16. Disputes regarding the application or interpretation of this agreement shall be addressed through the NP-2 contract grievance procedure.

17. This agreement shall remain in effect for the duration of the current NP-2 contract and until implementation of the successor contract. Either party may negotiate for its continuation, elimination, or medication during the successor contract negotiations to the extent provided by law.

For the Union
/s/ Ron McLellan 4/18/07
For the State
/s/ Ellen M. Carter 4/17/07

**GRIEVANCE BACKLOG
MEMORANDUM OF
UNDERSTANDING
between
STATE OF CONNECTICUT
and
CONNECTICUT EMPLOYEES
UNION INDEPENDENT,
SEIU LOCAL 511 (NP-2 Unit)**

In order to eliminate the backlog of grievances awaiting Step IV of the Grievance Procedure [Arbitration], the State and the Union hereby agree as follows:

1. Within four weeks of legislative approval of this agreement, the State and the Union will meet monthly, unless the parties mutually agree otherwise, to review NP-2 bargaining unit grievances older than one (1) year, with the goal of resolving said grievances. Any individually named grievant shall be released from duty to attend said meeting.

2. The State shall provide a list of not less than ten (10) grievances in date-filed order to the Union at least one (1) week before the scheduled meeting date that the parties intend to review and discuss. The Union may request and identify up to five (5) additional grievances in date-filed order it wishes to review at said meeting.

3. The parties understand and agree that the goal is to settle at least ten (10) cases per meeting. The settlement discussion meetings shall be deemed by the parties to be settle-

ment negotiations. As such, the parties understand and agree that all said discussions, written, and oral communications, any draft resolutions, and any unsigned settlement agreements shall not be admissible in any proceeding involving the parties to this agreement.

4. Agreements shall be immediately reduced to writing, signed and the grievance shall be deemed withdrawn. It is understood and agreed that any resolution of said grievances must be by mutual agreement of the parties. Absent such agreement the grievance shall proceed through the grievance process pursuant to the collective bargaining agreement.

5. The State and the Union will first begin reviewing pending discharge cases and their accompanying underlying lesser discipline cases, for discharge cases resulting from progressive discipline. Absent an agreement resolving a discharge case, a notice scheduling the matter will be mailed no later than one month following the date of the meeting between the parties. For discharge cases resulting from progressive discipline, any grievances filed as a result of the underlying discipline shall be combined with the arbitration on the discharge.

6. Secondly, the State and the Union will review all remaining pending backlog cases in date-filed order, in attempts to resolve them.

7. All unresolved grievances other than discharge cases shall remain on the list to be scheduled for arbitration in accordance with Article 16, Section 6(b) of the NP-2 Contract.

8. This Agreement shall not be considered as any admission of any statutory or contractual violation by the State of Connecticut or the affected agencies or their officials or managers.

9. This agreement is without precedent for any other situations between the parties.

10. This agreement shall remain in effect for as long as the parties [State and Union] deem it necessary to resolve grievances older than one (1) year.

For the Union
/s/ Cara J. Wachsman 11/24/08
For the State
/s/ Ernest Lowe 11/24/08

July 1, 2010 (continued)

| | | | | | | | | | | |
|-----------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|
| 20 Annual | \$50,660.09 | \$52,263.64 | \$53,868.33 | \$55,469.60 | \$57,068.61 | \$58,680.11 | \$60,276.84 | \$61,784.93 | \$63,329.38 | \$64,873.83 |
| Bi-Wk | \$1,941.01 | \$2,002.45 | \$2,063.93 | \$2,125.28 | \$2,186.54 | \$2,248.29 | \$2,309.46 | \$2,367.24 | \$2,426.42 | \$2,485.59 |
| Daily | \$194.11 | \$200.24 | \$206.39 | \$212.53 | \$218.66 | \$224.84 | \$230.95 | \$236.73 | \$242.65 | \$248.57 |
| Hourly | \$25.89 | \$26.71 | \$27.53 | \$28.34 | \$29.16 | \$29.98 | \$30.80 | \$31.57 | \$32.36 | \$33.15 |
| 21 Annual | \$53,103.49 | \$54,751.36 | \$56,395.82 | \$58,044.83 | \$59,696.11 | \$61,334.89 | \$62,987.30 | \$64,562.44 | \$66,175.08 | \$67,789.99 |
| Bi-Wk | \$2,034.62 | \$2,097.76 | \$2,160.77 | \$2,223.94 | \$2,287.21 | \$2,350.00 | \$2,413.31 | \$2,473.66 | \$2,535.45 | \$2,597.33 |
| Daily | \$203.47 | \$209.78 | \$216.09 | \$222.39 | \$228.72 | \$235.01 | \$241.34 | \$247.37 | \$253.54 | \$259.74 |
| Hourly | \$27.14 | \$27.98 | \$28.82 | \$29.66 | \$30.50 | \$31.34 | \$32.18 | \$32.99 | \$33.81 | \$34.64 |
| 22 Annual | \$54,527.48 | \$56,479.92 | \$58,438.04 | \$60,388.21 | \$62,345.20 | \$64,301.05 | \$66,256.91 | \$67,913.87 | \$69,614.02 | \$71,310.76 |
| Bi-Wk | \$2,089.18 | \$2,163.98 | \$2,239.01 | \$2,313.74 | \$2,388.71 | \$2,463.65 | \$2,538.58 | \$2,602.07 | \$2,667.21 | \$2,732.22 |
| Daily | \$208.93 | \$216.41 | \$223.91 | \$231.38 | \$238.87 | \$246.37 | \$253.86 | \$260.22 | \$266.73 | \$273.23 |
| Hourly | \$27.87 | \$28.85 | \$29.85 | \$30.85 | \$31.86 | \$32.86 | \$33.86 | \$34.70 | \$35.57 | \$36.43 |
| 23 Annual | \$57,051.56 | \$59,093.78 | \$61,126.91 | \$63,161.18 | \$65,203.41 | \$67,234.26 | \$69,275.35 | \$71,009.59 | \$72,785.88 | \$74,558.77 |
| Bi-Wk | \$2,185.88 | \$2,264.14 | \$2,342.03 | \$2,419.97 | \$2,498.22 | \$2,576.03 | \$2,654.23 | \$2,720.68 | \$2,788.73 | \$2,856.66 |
| Daily | \$218.60 | \$226.42 | \$234.21 | \$242.00 | \$249.83 | \$257.61 | \$265.43 | \$272.07 | \$278.88 | \$285.67 |
| Hourly | \$29.15 | \$30.20 | \$31.23 | \$32.28 | \$33.31 | \$34.36 | \$35.40 | \$36.28 | \$37.19 | \$38.09 |
| 24 Annual | \$59,743.84 | \$61,865.61 | \$63,991.94 | \$66,114.85 | \$68,234.35 | \$70,360.67 | \$72,481.31 | \$74,295.11 | \$76,150.95 | \$78,010.20 |
| Bi-Wk | \$2,289.04 | \$2,370.33 | \$2,451.80 | \$2,533.14 | \$2,614.35 | \$2,695.81 | \$2,777.07 | \$2,846.57 | \$2,917.66 | \$2,988.90 |
| Daily | \$228.91 | \$237.04 | \$245.18 | \$253.32 | \$261.44 | \$269.59 | \$277.72 | \$284.66 | \$291.78 | \$298.89 |
| Hourly | \$30.53 | \$31.61 | \$32.70 | \$33.78 | \$34.87 | \$35.95 | \$37.04 | \$37.96 | \$38.91 | \$39.86 |
| 25 Annual | \$62,602.04 | \$64,805.64 | \$67,009.24 | \$69,204.89 | \$71,410.76 | \$73,608.68 | \$75,814.56 | \$77,709.04 | \$79,652.39 | \$81,593.47 |
| Bi-Wk | \$2,398.55 | \$2,482.98 | \$2,567.41 | \$2,651.54 | \$2,736.05 | \$2,820.26 | \$2,904.78 | \$2,977.36 | \$3,051.82 | \$3,126.19 |
| Daily | \$239.86 | \$248.31 | \$256.75 | \$265.16 | \$273.61 | \$282.04 | \$290.48 | \$297.74 | \$305.19 | \$312.63 |
| Hourly | \$31.99 | \$33.12 | \$34.24 | \$35.36 | \$36.49 | \$37.61 | \$38.73 | \$39.71 | \$40.70 | \$41.69 |
| 26 Annual | \$65,634.12 | \$67,915.01 | \$70,195.89 | \$72,481.31 | \$74,765.60 | \$77,049.89 | \$79,326.23 | \$81,311.63 | \$83,342.48 | \$85,377.89 |
| Bi-Wk | \$2,514.72 | \$2,602.11 | \$2,689.51 | \$2,777.07 | \$2,864.59 | \$2,952.11 | \$3,039.32 | \$3,115.40 | \$3,193.21 | \$3,271.19 |
| Daily | \$251.48 | \$260.22 | \$268.96 | \$277.72 | \$286.47 | \$295.22 | \$303.94 | \$311.55 | \$319.32 | \$327.12 |
| Hourly | \$33.54 | \$34.70 | \$35.87 | \$37.04 | \$38.20 | \$39.37 | \$40.53 | \$41.55 | \$42.58 | \$43.62 |
| 27 Annual | \$68,833.27 | \$71,191.43 | \$73,562.09 | \$75,922.52 | \$78,284.09 | \$80,642.25 | \$83,010.64 | \$85,085.82 | \$87,211.00 | \$89,339.60 |
| Bi-Wk | \$2,637.30 | \$2,727.65 | \$2,818.47 | \$2,908.91 | \$2,999.40 | \$3,089.75 | \$3,180.49 | \$3,260.00 | \$3,341.43 | \$3,422.98 |
| Daily | \$263.74 | \$272.77 | \$281.85 | \$290.90 | \$299.95 | \$308.98 | \$318.05 | \$326.01 | \$334.14 | \$342.30 |
| Hourly | \$35.17 | \$36.38 | \$37.58 | \$38.79 | \$39.99 | \$41.20 | \$42.41 | \$43.47 | \$44.56 | \$45.64 |
| 28 Annual | \$72,249.47 | \$74,699.69 | \$77,141.94 | \$79,585.34 | \$82,025.32 | \$84,472.13 | \$86,914.39 | \$89,089.58 | \$91,318.18 | \$93,542.24 |
| Bi-Wk | \$2,768.18 | \$2,862.07 | \$2,955.63 | \$3,049.25 | \$3,142.74 | \$3,236.49 | \$3,330.06 | \$3,413.40 | \$3,498.78 | \$3,583.99 |
| Daily | \$276.82 | \$286.21 | \$295.57 | \$304.94 | \$314.28 | \$323.65 | \$333.01 | \$341.35 | \$349.88 | \$358.41 |
| Hourly | \$36.91 | \$38.16 | \$39.41 | \$40.66 | \$41.91 | \$43.16 | \$44.40 | \$45.52 | \$46.65 | \$47.79 |
| 29 Annual | \$72,934.76 | \$75,627.04 | \$78,323.87 | \$81,017.28 | \$83,710.70 | \$86,400.71 | \$89,098.67 | \$91,329.54 | \$93,612.70 | \$95,893.58 |
| Bi-Wk | \$2,794.44 | \$2,897.59 | \$3,000.92 | \$3,104.11 | \$3,207.31 | \$3,310.38 | \$3,413.75 | \$3,499.23 | \$3,586.70 | \$3,674.09 |
| Daily | \$279.44 | \$289.76 | \$300.09 | \$310.41 | \$320.73 | \$331.04 | \$341.38 | \$349.93 | \$358.68 | \$367.42 |
| Hourly | \$37.26 | \$38.64 | \$40.01 | \$41.39 | \$42.77 | \$44.14 | \$45.53 | \$46.66 | \$47.83 | \$48.99 |
| 30 Annual | \$75,814.56 | \$78,582.98 | \$81,358.22 | \$84,128.92 | \$86,901.89 | \$89,673.72 | \$92,448.96 | \$94,760.52 | \$97,131.19 | \$99,496.16 |
| Bi-Wk | \$2,904.78 | \$3,010.85 | \$3,117.18 | \$3,223.34 | \$3,329.59 | \$3,435.78 | \$3,542.12 | \$3,630.68 | \$3,721.51 | \$3,812.12 |
| Daily | \$290.48 | \$301.09 | \$311.72 | \$322.33 | \$332.96 | \$343.59 | \$354.21 | \$363.08 | \$372.16 | \$381.22 |
| Hourly | \$38.73 | \$40.15 | \$41.57 | \$42.98 | \$44.40 | \$45.81 | \$47.23 | \$48.41 | \$49.63 | \$50.83 |
| 31 Annual | \$78,809.14 | \$81,670.75 | \$84,513.04 | \$87,368.97 | \$90,228.31 | \$93,077.42 | \$95,937.90 | \$98,335.84 | \$100,795.14 | \$103,252.17 |
| Bi-Wk | \$3,019.51 | \$3,129.15 | \$3,238.05 | \$3,347.47 | \$3,457.03 | \$3,566.19 | \$3,675.79 | \$3,767.66 | \$3,861.89 | \$3,956.03 |
| Daily | \$301.96 | \$312.92 | \$323.81 | \$334.76 | \$345.71 | \$356.62 | \$367.59 | \$376.77 | \$386.19 | \$395.60 |
| Hourly | \$40.26 | \$41.73 | \$43.17 | \$44.64 | \$46.09 | \$47.55 | \$49.02 | \$50.24 | \$51.49 | \$52.75 |
| 32 Annual | \$81,923.04 | \$84,856.25 | \$87,784.92 | \$90,715.85 | \$93,658.16 | \$96,584.55 | \$99,523.44 | \$102,010.02 | \$104,561.38 | \$107,112.74 |
| Bi-Wk | \$3,138.82 | \$3,251.20 | \$3,363.42 | \$3,475.71 | \$3,588.44 | \$3,700.56 | \$3,813.16 | \$3,908.43 | \$4,006.19 | \$4,103.94 |
| Daily | \$313.89 | \$325.13 | \$336.35 | \$347.58 | \$358.85 | \$370.07 | \$381.32 | \$390.85 | \$400.63 | \$410.40 |
| Hourly | \$41.86 | \$43.36 | \$44.86 | \$46.34 | \$47.86 | \$49.35 | \$50.85 | \$52.12 | \$53.43 | \$54.72 |
| 33 Annual | \$85,172.19 | \$88,187.23 | \$91,198.85 | \$94,218.43 | \$97,235.74 | \$100,249.64 | \$103,263.54 | \$105,846.72 | \$108,493.54 | \$111,139.22 |
| Bi-Wk | \$3,263.31 | \$3,378.83 | \$3,494.21 | \$3,609.91 | \$3,725.52 | \$3,840.99 | \$3,956.46 | \$4,055.43 | \$4,156.85 | \$4,258.21 |
| Daily | \$326.34 | \$337.89 | \$349.43 | \$361.00 | \$372.56 | \$384.10 | \$395.65 | \$405.55 | \$415.70 | \$425.82 |
| Hourly | \$43.52 | \$45.06 | \$46.59 | \$48.14 | \$49.67 | \$51.22 | \$52.75 | \$54.07 | \$55.43 | \$56.78 |