CONTRACT

BETWEEN

STATE OF CONNECTICUT

And

NEW ENGLAND HEALTH CARE EMPLOYEES UNION DISTRICT 1199

Effective Expiring

July 1, 2001 June 30, 2005

PROFESSIONAL HEALTH CARE EMPLOYEES BARGAINING UNIT (P-1) CONTRACT

AND

PARAPROFESSIONAL HEALTH CARE EMPLOYEES BARGAINING UNIT (NP-6) CONTRACT

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AGREEMENT

AGREEMENT made and entered into this 1st day of July, 2001, by and between STATE OF CONNECTICUT, acting by and through the Office of Labor Relations (hereinafter called the "Employer" or the "State"), NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199, AFL-CIO, with its offices at 77 Huyshope Avenue, Hartford, Connecticut 06106 (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of the State, as herein defined, now employed and hereafter to be employed and collectively designated as the "Employees".

ARTICLE 1 RECOGNITION

SECTION ONE. The State of Connecticut recognizes the New England Health Care Employees Union, District 1199, AFL-CIO, as the exclusive representative of Employees whose classifications are included in the unit certified by the State Board of Labor Relations, subject to such modifications or clarifications of the unit as the Board or a court may order or to which the parties agree. A list of classifications in the unit as of the date the parties executed this Agreement is included in the appendix.

SECTION TWO. Whenever the word "Employee" is used in this Agreement, it shall mean an employee in the bargaining unit, as defined in Section One. This Agreement shall not apply to nonpermanent employees appointed to nonpermanent positions except as provided in Section Four.

Part-time employees in permanent positions shall receive wage rates, wage increases and fringe benefits, on a prorata basis, except as specifically provided otherwise.

A part-time employee in a permanent position who was hired to work less than twenty (20) hours per week but actually works an average of twenty (20) or more hours per week over a four (4) calendar month period shall be treated in accordance with the averaged work hours. In averaging the hours worked by such an employee, increased hours resulting from coverage for vacations, extended illness or leave of absence of regular employees shall not be counted.

SECTION THREE. PROVISIONAL EMPLOYEES.

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

SECTION FOUR. TEMPORARY EMPLOYEES. A

temporary employee is defined as an employee who is hired to fill a temporary, durational or emergency position of six (6) months duration or the length of leave of absence of the Employee replaced, whichever is longer. Due to the nature of temporary employment, temporary employees cannot be guaranteed continued employment beyond the termination date of the appointment. In other respects, this Agreement shall apply to a temporary employee after completion of six (6) months of continuous service. When the service of such employee has been satisfactory for a period of six (6) months and a noncompetitive vacancy exists in the bargaining unit which he/she is qualified to fill, the Employer shall offer the position to the employee after permanent employees have been considered. Upon appointment to a permanent position, the employee shall serve a working test period as provided in this Agreement. Seniority shall be retroactive to the date of last hire upon successful completion of the working test period.

Grant employees and Federal Grant Participants shall be covered by the terms and conditions of this Agreement.

The Union may grieve and/or arbitrate the termination of a temporary employee only under the following conditions:

- 1. The employee has been employed for more than six (6) months. For part-time employees the six (6) month period shall be based on hours. That is, 914 hours equals six (6) months.
- 2. The termination is "for cause" and was not the result of the expiration of the temporary appointment.

HOURS. The number of permanent part-time employees employed in bargaining unit classifications for less than twenty (20) hours per week shall not exceed the equivalent of twenty percent (20%) of the number of budgeted bargaining unit positions during the first year of this Agreement. Any position which is converted from a personal services contract or a per diem position during the two (2) year period beginning January 1, 1995 to a part-time position under twenty hours shall not be counted against the statewide twenty percent (20%) limitation. Upon request, but no more than once per calendar year, the Union shall receive a list of employees working less than twenty (20) hours per week for the pay period in which the list is furnished.

NP-6 SECTION SIX. SUMMER WORKERS. Summer workers in the Department of Mental Retardation involved in direct care, not as supplement to existing staff, who remain in service after September 15 shall receive the minimum rate of pay for MRW Trainee retroactive to date of hire, and this time worked shall be counted towards the required training period; these positions will be considered for appointment to a permanent position in the event of vacancies.

ARTICLE 2

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

SECTION ONE. The parties agree that neither shall discriminate against any employee because of the individual's race, color, religious creed, age, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, history of mental disorder or mental retardation, except on the basis of bona fide occupational qualifications.

SECTION TWO. Neither party shall discriminate against an employee on the basis of membership or nonmembership or lawful activity on behalf of the Union.

SECTION THREE. The parties agree to work jointly to implement positive and aggressive Affirmative Action programs in order to redress the effects of past discrimination, if any, whether intentional or unintentional, to eliminate present discrimination, if any, to prevent further discrimination and to ensure equal opportunity in the application of this Agreement.

SECTION FOUR. Notwithstanding any provision of this agreement to the contrary, the Employer will have the right and duty to take all actions necessary to comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 2101, et seq. (ADA). Upon request the Employer will meet and discuss specific concerns identified by the Union; however, this shall not delay any actions taken to comply with the ADA. Issues involving ADA implementation shall be the subject of ongoing discussions at the Labor-Management Committee meetings.

ARTICLE 3

UNION SECURITY AND PAYROLL DEDUCTION

SECTION ONE. (A) Employees who join the Union shall pay dues and initiation fees (if applicable) in accordance with the terms of this Article.

(B) Employees who do not join the Union shall pay agency fees in accordance with the terms of this Article.

SECTION TWO. Upon receipt of a written authorization from the employee, the Employer shall deduct from the biweekly wages union dues and initiation fee as established by the Union. Such deductions will begin the first pay period following the completion of the employee's first thirty (30) days of employment. The initiation fee shall be paid in five (5) consecutive installments and shall be in addition to normal dues. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

Temporary and durational employees shall pay union dues or agency fees including initiation fees after completion of six (6) months of continuous service.

SECTION THREE. An employee who fails to become a member of the Union, or an employee whose membership is terminated for nonpayment of dues; or who resigns from membership shall be required to pay an agency service fee under Section Four.

SECTION FOUR. (A) Employees who do not join or who terminate their membership in the Union shall be required to pay agency fees equivalent to and on the same basis as the applicable union dues and initiation fees, provided, however, that provisions of C.G.S. §5-280(a) notwithstanding that objecting agency fee payers shall not be required to contribute to ideological or political activities of the Union which are not germane to the Union's collective bargaining obligations or its obligations to advance or protect the interests of bargaining unit members in appropriate legislative, administrative or legal forums. In order to ensure the rights of all individuals, the parties agree to the following procedures for agency fee payers.

On or before May 1 of each year, the Union shall provide to each agency fee payer in the Union, a written statement of the major categories of Union expenditures during the Union's preceding fiscal year verified by an independent auditor. Said statement shall identify Union expenditures with sufficient specificity to permit an agency fee payer to object to a category or categories of expenditures which the agency fee payer reasonably believes is for an objectionable ideological or political purpose under this section.

Any such objecting agency fee payer shall file such objections in writing with the Union on or before May 30th each year setting forth the nature of such objection or objections and the amount of agency fee which such non-member believes is the proper amount under the provisions of this section.

The Union, upon receipt of any such written objection, shall notify all agency fee payers of such objection as well as the date that a hearing shall be held by the Union's Executive Board to consider such objection. The hearing and subsequent written decision of the Union's Executive Board shall be completed no later than June 30th each year. In the event that proceedings before the Union's Executive Board do not resolve the objection, an objecting agency

fee payer shall have a further right of appeal to the Connecticut Board of Mediation and Arbitration. Said appeal shall be filed by an objecting agency fee payer within fifteen (15) days of receipt of the Union's Executive Board decision and shall be in the form of a letter to the Connecticut Board of Mediation and Arbitration setting forth the nature of the objection(s) to the Executive Board decision. While the objection(s) filed by an agency fee payer are pending, the Union shall place in escrow the amounts of agency fee payers payments which are reasonably in dispute, with such amounts verified by an independent auditor. Upon receipt of said appeal(s), the State Board of Mediation and Arbitration shall select, from its public members, an arbitrator to hear the appeal(s) in an expedited manner. The decision of the arbitrator shall be rendered within thirty (30) days of the close of the arbitration hearing and shall be subject to the provisions of applicable Connecticut statutes dealing with arbitration awards. Each party shall bear the cost of any attorney retained to represent their interests in the arbitration proceeding but the cost of the arbitrator's fees and expenses shall be paid by the Union. When an award or decision is final, the amount established for the agency fee shall remain in effect for the contract year to which it applied.

(B) The Employer shall deduct agency fees equivalent to and on the same basis as dues and initiation fees from employees who do not join the Union, except for employees who object to the payment of such fee based on the tenets of a religious sect or as provided in part (a) of this Section. Employees objecting on religious grounds shall make a monthly contribution to a nationally recognized charity, designated by mutual agreement of the Employer and the Union, equivalent to union dues and initiation fees.

SECTION FIVE. The amount of Union dues or agency fees payable by an employee, including per diem employees, shall be adjusted in accordance with the Union's dues/agency fee schedule to reflect any changes in the employee's compensation. Said adjustment shall be made within the next full pay period following such change in compensation. Should an employee's status change from part-time to full-time, or full-time to part-time, the amount of union dues or agency service fees shall change the first full pay period following the commencement of the new assignment.

SECTION SIX. The amount of dues or agency service fee deducted under this Article shall be remitted to the New England Health Care Employees Union, District 1199 as soon as practicable after the payroll period for which the deduction is taken, together with a list of employees for whom any such deduction is made. Each month the Employer shall give to the Union a list of employees who had paid dues for that month. The parties understand and agree that when the State implements new technology that permits, said list will include the employee's work site. When technologically feasible, the State shall provide such lists and other information required under this article, in a manner that is preferred by the Union including computer diskette or other electronic transfer. The Union shall reimburse the State for any additional costs, if any, which may be incurred by the use of the Union's preferred method of receipt of said information.

SECTION SEVEN. No payroll deduction of dues or agency service fee shall be made from worker's compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deduction be made from subsequent payrolls to cover the period in question.

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

SECTION NINE. The Employer agrees to furnish the Union (77 Huyshope Avenue, Hartford, CT 06106) each month with the names of newly hired employees, their addresses, social security numbers, classification, date of hire; the names of terminated employees, their date of termination and the names of employees on unpaid leaves of absences in excess of five (5) days. The Employer also agrees to provide the Union a monthly list of employees who are receiving workers' compensation benefits.

SECTION TEN. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings

hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION ELEVEN. Union dues shall not be deducted for any other employee organization.

SECTION TWELVE. The State shall continue the voluntary payroll deduction for the Union's political action organization/solidarity fund.

ARTICLE 4 UNION RIGHTS

SECTION ONE. Employer representatives shall deal exclusively with Union delegates or representatives in the processing of grievances or any other aspect of contract administration, subject to the right of an employee to process his/her grievance without Union assistance as provided in Article 32.

SECTION TWO. The Union will furnish the Employer with the list of delegates at each work site and list of staff representatives and shall keep the lists current. Such information shall be directed to the Office of Labor Relations, with a copy sent concurrently to the facility affected.

SECTION THREE. Union staff representatives shall have reasonable access to the Employer for the purpose of conferring with the Employer, delegates of the Union and/or employees and for the purpose of administering this Agreement.

In all cases, a Union representative shall give advance telephone notice to the facility prior to arrival on premises. Such telephone notice shall be given to the designated management official at the facility. The Union representative shall indicate the approximate time of the planned visit and, if known, the areas to be visited. However, this shall not limit the representative from visiting other areas provided he/she first advises the personnel office or the head of the department being entered.

Such visits shall not interfere with the operation of the Employer.

SECTION FOUR. Delegates will notify their immediate supervisors when they desire to leave their work assignments to properly and expeditiously carry out their duties in connection with this Agreement. When notifying their supervisors they are conducting Union business, the employee will state the name of the employee involved, his/her location, indicating what type of Union business is to be discussed, and the approximate time needed.

When entering a work location other than his/her own, the delegate will notify the department head of his/her presence. A delegate thus engaged will report back to his/her supervisor on completion of such duties and return to his/her job and will suffer no loss of pay or other benefits as a result thereof.

Such visits shall not interfere with the operation of the Employer. A supervisor may request postponement of a visit if patient/client care needs require.

Delegates designated by the Union to have responsibility for community-based operations will be allowed reasonable travel time within reasonable geographic boundaries. The Union will propose boundaries, and if the Agency disagrees, the parties shall meet to reach an accommodation.

The State will bring any problem that arises under this Section to the Union's attention, and the Union will cooperate in attempting to resolve such problems.

Part Time Employees Under Twenty (20) Hours: The Union will attempt to have delegates who are full-time employees act as representatives for part-time employees working under twenty (20) hours per week. However, if this is not practical and so long as the facility has at least fifteen (15) of the under twenty (20) hour employees, then one (1) such employee, for every twenty-five (25) such employees, will be allowed State time for union business in accordance with this Section. This shall not limit the State's obligation to recognize under twenty (20) hour employees elected as delegates who are handling union business on their own time.

State agencies will use the form in Appendix A to account for delegates' release time for contract administration. This provision shall not be interpreted to limit delegates' rights under this Article.

Delegates will cooperate fully in providing such information in a timely fashion.

SECTION FIVE. The Employer will furnish reasonable bulletin board space at each facility for the posting of Union notices. Such notices shall not be used for material of a partisan political nature. Neither the Union nor the Employer will post derogatory remarks concerning employees. The Union shall limit its posting of notices and bulletins to such bulletin board space.

SECTION SIX. The Employer agrees to provide the Union, upon request and adequate notice, access to all readily available materials and information necessary for the Union to fulfill its responsibility to administer this Agreement and represent its membership. The Union shall reimburse the State for the expense and time spent for duplicating extensive information and otherwise as permitted under the State Freedom of Information Law. The Union shall not have access to patient information except as allowed by law or to personnel records except as provided in Article 37.

SECTION SEVEN. UNION BUSINESS LEAVE.

NP-6 (A) The Employer will allow authorized delegates of the Union to attend Executive Board meetings, Union conventions in the United States and delegate training sessions. A maximum of five thousand five hundred thirty-five (5535) hours of paid leave per year shall be granted for this purpose. Any hours not used in one year may be carried over to the next contract year and added to that Union business leave bank of hours. Said bank shall expire at the end of the contract. Request for time off under this Section shall be made in writing to the Director of Labor Relations with a concurrent copy to the appropriate Agency, at least three (3) weeks in advance. Time off shall be granted half day units only, however the notice shall contain the number of hours to be utilized and shall be subject to patient/client care needs. When requests for

time off under this Section create a scheduling problem for the Employer, the Union will be notified and suitable arrangements developed.

P-1 The Employer will allow authorized delegates of the Union to attend Executive Board meetings, Union conventions in the United States and delegate training sessions. A maximum of two thousand twenty-five (2025) hours of paid leave per year shall be granted for this purpose. Any hours not used in one year may be carried over to the next contract year and added to that Union business leave bank of hours. Said bank shall expire at the end of the contract. Request for time off under this Section shall be made in writing to the Director of Labor Relations with a concurrent copy to the appropriate Agency, at least three (3) weeks in advance. Time off shall be granted half day units only, however the notice shall contain the number of hours to be utilized and shall be subject to patient/client care needs. When requests for time off under this Section create a scheduling problem for the Employer, the Union will be notified and suitable arrangements developed.

Not more than three (3) employees elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year. An extension not to exceed one (1) additional year may be granted subject to the approval of the Director of Labor Relations. Upon return from such leave, the Employer shall offer the employee a position in the same classification and equal to the former position in pay and benefits at the wage rates in force at the time of return from the leave. For employees who return from such leave on and after January 1, 1985, the employee on unpaid leave shall have the right to purchase retirement credits for the period of the leave, provided that in addition to the employee's contribution, if any, the employee or the union contribute the State's share of the past service and normal cost of such retirement credit. This Section obligates the Employer to offer the employee a position in the same facility from which the employee went on leave, unless such placement is not practicable. If the employee is not placed on the same shift upon return from leave, he/she will be placed on the same shift when the first opening occurs. Not more than one (1) employee from any facility or two (2) employees from the same agency will be granted a leave of absence under this section.

(C) For the first three sessions of negotiations for a successor to this Agreement, up to seven (7) employees from the P-1 bargaining unit and up to ten (10) employees from the NP-6 bargaining unit shall be given paid time off for attendance at the sessions. The State shall cooperate in arranging unpaid time off or Union Business Leave in accordance with subsection (a) above for other members of the Union's committee. Provided, however, unpaid time off shall not be granted if the effect would be to incur overtime costs. Release of specific employees is subject to patient/client care needs.

During the first three sessions, the parties will work out arrangements for release time for the remainder of the negotiations which in no event shall be greater than provided above.

SECTION EIGHT. Once a month at each institution all new employees shall be released from work, if they so desire, for one (1) hour without loss of pay to attend a Union orientation. The Union will provide all new employees with copies of this Agreement. The time and location of such orientation shall be determined by mutual agreement of the Union and the Employer.

SECTION NINE. When space is available, the Employer will make such space available to the Union for meetings once a month. Patient/client activities will preempt Union meetings. Additional personnel costs will be charged to the Union if incurred.

SECTION TEN. Where pay telephones are reasonably available, Union delegates or representatives shall use such telephones for union business calls. If pay telephones are not available, State telephones may be used for union business calls provided that calls are not charged to the State.

Union Delegates may receive calls for short duration or messages from union representatives, provided that there is no interference with patient/client care. If a call is not put through, a message will expeditiously be given to the delegate. Intra-facility telephone calls of a short duration are allowed, provided that there is no interference with patient/client care.

The Union will cooperate in preventing abuse of this Section . After discussion with the Union, if there is continued abuse, the Employer may revoke the delegate's right to use telephones.

ARTICLE 5 MANAGEMENT RIGHTS

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

ARTICLE 6

CONTRACTING OUT

- (A) During the life of this Agreement, no full-time permanent employee will be laid off as a direct consequence of the exercise by the State Employer of its right to contract out.
- **(B)** The State employer will be deemed in compliance with this Article if:
- (1) The employee is offered a transfer to the same or similar position which, in the Employer's judgment, he/she is qualified to perform, with no reduction in pay; or
- (2) The Employer offers to train an employee for a position which reasonably appears to be suitable based on the employee's qualifications and skills. There shall be no reduction in pay during the training period.
- **(C) SUNSET CLAUSE:** The provisions of this Article expire automatically on June 30, 2005. Either party may renegotiate for the inclusion of this provision or any modification thereof in any successor agreement.

ARTICLE 7 NO STRIKES - NO LOCKOUTS

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

SECTION TWO. The Union shall exert its best efforts to prevent or terminate any violation of Section One of this Article.

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

ARTICLE 8 WORKING TEST PERIOD

SECTION ONE. The Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during a Working Test Period shall be tantamount to a failure of the competitive examination

SECTION TWO. LENGTH OF WORKING TEST PERIOD. (A) The initial Working Test Period for classes covered by this Agreement shall be six (6) months in duration, except for trainee classifications for which the Working Test Period is the length of the established training period. The Working Test Period for trainee classifications shall not exceed twelve (12) months, except that it may be extended for up to six (6) months on an individual basis with the approval of the Commissioner of Administrative Services and the Union. The Union shall not unreasonably deny such requests. For those classifications where the initial Working Test Period exceeds six (6) months, an employee shall become eligible for all paid leave and insurance benefits upon completion of six (6) months of full time service or its equivalent.

- **(B)** For part-time employees, the Working Test Period shall be based on hours rather than calendar months [e.g., 914 hours equal six (6) months].
- (C) Promotion from a trainee classification to the target classification shall not require an additional Working Test Period.
- **(D)** Promotion to a noncompetitive classification shall require a Working Test Period of four (4) months from the date of appointment.
- **(E)** Promotion to a competitive classification shall require a Working Test Period of six (6) months from the date of appointment from a certified list promulgated by the Director of Personnel and Labor Relations.

SECTION THREE. (A) PROVISIONAL APPOINTEES.

Upon appointment from a certified list, an employee who was provisionally appointed shall have service as a provisional appointee credited toward the Working Test Period. If the service has not been satisfactory, the employee shall not be retained in the position. This provision shall not alter merit system requirements for examination and appointment.

(B) TEMPORARY AND DURATIONAL EMPLOYEES. An individual serving under a temporary or durational appointment, upon reassignment or appointment to a vacant, non-competitive permanent position in the same classification, shall have the temporary or durational service credited towards their completion of an initial working test period, if such service is immediately preceding appointment to the permanent position.

SECTION FOUR. The Working Test Period may, with the approval of the Commissioner of Administrative Services and the Union, be extended on an individual basis for a definite period of time not to exceed three (3) months in the case of non-competitive positions and six (6) months in the case of competitive positions.

SECTION FIVE. Dismissal during or at the end of the initial Working Test Period or failure of a promotional Working Test Period shall not be subject to the grievance and arbitration

provisions of this Agreement. However, the employee shall be advised of his/her right to a Sperl conference with the Agency Head or designee.

ARTICLE 9 COMPENSATION

SECTION ONE, GENERAL WAGE INCREASE, (A)

Effective July 1, 2001, the base annual salary for all employees (P-1 and NP-6 bargaining units) shall be increased by three and one-half percent (3.5%).

Effective the first pay period following July 1, 2002, the base annual salary for all employees (P-1 and NP-6 bargaining units) shall be increased bythree percent (3%).

Effective the first pay period following July 1, 2003, the base annual salary for all employees (P-1 and NP-6 bargaining units) shall be increased bytwo and one-half percent (2.5%).

Effective July 1, 2004, the base annual salary for all employees (P-1 and NP-6 bargaining units) shall be increased by three percent (3%).

(B) Notwithstanding (A) above, new hires in the classifications listed below shall be paid at a rate of Step 1 of one salary grade below the established salary grade for the classification. Upon successful completion of the working test period, effective the payroll period following, the employee shall be compensated at Step 1 of the classification.

Mental Health Trainee Mental Health Assistant I Mental Retardation Worker I Children Services Assistant Children Services Worker

SECTION TWO. ANNUAL INCREMENTS.

Employees shall continue to be eligible for and receive annual increments payable in July or January during the term of this contract in accordance with existing practice.

SECTION THREE. LONGEVITY. Employees shall continue to be eligible for longevity payments for the life of this contract in accordance with existing practice. The longevity schedule in effect on June 30, 2001, shall remain unchanged in dollar amounts for the life of this Agreement and is appended hereto.

All periods of state service shall count towards the determination of an employee's longevity entitlement.

SECTION FOUR. An employee who is promoted, whether provisionally or permanently, shall receive an increase equivalent to not less than the amount of an increment in the salary group of the classification to which he/she is promoted, but not to exceed the maximum for the new classification.

SECTION FIVE. ADDITIONAL STEPS TO PAY

SCALE Effective July 1, 2002, a tenth step shall be added to all NP-6 pay scales, and to all P-1 pay scales with the exception of those for physicians and dentists. Effective July 1, 2004, an eleventh step shall be added to all NP-6 pay scales, and to all P-1 pay scales with the exception of those for physicians and dentists.

For each salary grade the tenth step shall be established at the same percentage above Step 9 that Step 9 is above Step 8. The eleventh step shall be established at the same percentage above Step 10 that Step 10 is above Step 9.

SECTION SIX. IN CHARGE PAY. (A)

In determining the designation of "in charge", each agency will consider that an "in charge" situation exists when a licensed nursing person has been assigned immediate/direct responsibilities in the absence of the next higher line of licensed nursing supervision.

- **(B)** "In charge" posts will be designated to meet the situation in subsection (a) above, but may also be designated under other conditions to meet agency operating needs.
- (C) In the event that the Union claims during the life of this Agreement that a licensed nursing person is in fact "in charge" as defined in subsection (a) and that the agency has failed to so designate, the matter may be grieved and arbitrated.

(D)	If a lice	ensed nu	ırsing p	person	in the	P-1 or	NP-6
bargaining ui	nit is desig	nated "i	n charg	ge" as	defined	above	or by
subsequent a	igreement,	he/she	shall	be ent	itled to	receiv	ve an
additional \$14	4.00 for eac	ch full sh	nift wor	ked in	that cap	acity.	The in
charge rate of	pay shall b	e increas	sed to \$	16.00 e	effective	July 1,	2003.

SECTION SEVEN. Part-time employees who work less than twenty (20) hours per week shall be covered by Sections One through Six and Eleven and Sixteen of this Article, but shall not be covered by the remaining sections.

SECTION EIGHT. ON CALL/STANDBY FOR OTHER THAN PHYSICIANS. (A) In the event the Employer wished to change or establish an on-call schedule, three (3) weeks notice shall be given to the affected employee(s) and the Union. The Employer shall meet with the Union upon request and discuss the details for administering the on-call assignment. The decision to institute the on-call program and the designation of the job classification(s) to be assigned shall be the prerogative of the employer. If the parties cannot agree on the procedure the employer may implement and the Union shall have the right to request arbitration following implementation. In rendering a decision, the arbitrator must give weight to the following factors in the following order of priority:

- (1) The impact on patient/client care and/or service to their families or the public.
- (2) The impact on the Agency/Department.
- (3) The impact on the employee(s).
- **(B)** Staff, other than physicians who are assigned to be readily available to return to work or perform other work as required by the agency's standby program shall be paid, for such standby assignment, according to the following schedule:

- (1) Sixteen (16) hour shift where \$20.00 beginning of shift falls on a day other than a holiday or Saturday/Sunday.
- (2) Twenty-four (24) hour shift \$30.00 where beginning of shift falls on weekend day Saturday/Sunday.
- (3) Twenty-four (24) hour shift \$30.00 where beginning of shift falls on State observed holiday other than those specified in (4).
- (4) Twenty-four (24) hour shift \$60.00 where beginning of shift falls on New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving or Christmas (December 25).
- (C) Staff other than physicians who are on-call and who are called upon to perform the designated duties shall be paid their normal hourly wages for such work in accordance with Article 13, Hours of Work, Work Schedules and Overtime, as follows:
- (1) IN RESPONSE TO TELEPHONE CALLS the employee shall not be paid for the first fifteen (15) minutes (per standby shift) of work in response to telephone calls. If such work exceeds a total of fifteen (15) minutes, however, the employee shall be paid to the nearest quarter (1/4) hour for all such work;
- **(2) CALLED BACK** employees who are called back to work shall be treated in accordance with Article 13, Section Five, Call Back Pay. Such pay will include normal and reasonable travel time.

SECTION NINE. QUALIFIED MENTAL RETARDATION PROFESSIONALS. Those Qualified Mental Retardation Professionals (QMRP's) who are below the salary group of the class of Qualified Mental Retardation Professional and who had QMRP responsibility for a caseload of fifteen or more clients for the previous year shall receive a yearly \$1,000 stipend lump sum payment. Such payment shall be prorated in the event that the employee did not meet the above criteria for a full year.
SECTION TEN, NIGHT DUTY OR STANDBY NIGHT DUTY FOR PHYSICIANS.
(A) The existing practices for the assignment of physicians to perform night duty or standby night duty, from 4:30 P.M. to 8:30 A.M. in addition to their regular daytime work schedule, shall remain in effect. The following rates shall apply:
Physicians in the Department of Mental Health and Addiction Services: \$491.00

Addiction Services: \$491.00.

Physicians in all other Agencies: \$400

Or \$25.00 per hour multiplied by the number of hours worked in offsite standby status.

Physicians who work on-site on-call and weekend on-site on-call shall be paid at the rates outlined below:

Shift Assignment	Length	Days	Payment
4:30 p.m8:30 a.m.	16 hours	Mon-Fri & Holidays	\$800
8:30 a.m8:30 p.m. o	or 12 hours	Sat & Sun	\$600
8:30 p.m. – 8:30 a.m			
8:30 a.m. – 4:30 p.m	. 8 hours	Thanksgiving	\$400 plus
or a scheduled 2 nd		Dec. 25, &	holiday
shift on that day		Jan. 1	pay at either comp time
			or pay at the MD's choic

On-site on-call assignments shall not exceed two (2) sixteen hour shifts in a workweek.

If the State establishes on-site on-call shifts of fewer than listed above, the rate shall be \$50.00 per hour.

SECTION ELEVEN. VETERINARIANS. During the term of this Agreement, each Veterinarian shall receive a thirty dollar (\$30.00) allowance for the purchase of safety shoes. The laundry allowance for Veterinarians shall continue to be seventy-five cents (\$.75) per day actually worked.

SECTION TWELVE. RECRUITMENT AND RETENTION BONUS FOR REGISTERED NURSES. Each Registered Nurse in the bargaining unit who is permanently assigned to the second or third shift shall receive a "recruitment and retention" yearly bonus of two thousand two hundred fifty dollars (\$2,250), payable biweekly. Such payment shall be prorated for part-time employees and for those employees whose work schedule rotates through the second or third shift.

SECTION THIRTEEN. RECRUITMENT AND RETENTION BONUS FOR LICENSED PRACTICAL NURSES. Pursuant to OLR General Notice 89-12, each Licensed Practical Nurse in the bargaining unit who is permanently assigned to the second or third shift shall receive a "recruitment and retention" yearly bonus of five hundred dollars (\$500), payable biweekly. Such payment shall be prorated for part-time employees and for those employees whose work schedules rotate through the second or third shift.

SECTION FOURTEEN. UNIFORM ALLOWANCE.

Employees who are required to wear uniforms which are not provided by the Employer, shall receive a \$100.00 annual uniform allowance. Such payment shall be made on or about July 15 of each year.

SECTION FIFTEEN. P-1 ANNUAL BONUS PAYMENTS.

Physicians who, on October 1 of each year, are Board-certified in their area of practice, shall receive a one thousand dollar (\$1,000) bonus.

Effective October 1, 1997, all physicians employed by the Department of Children and Families who are Board-certified as Child Psychiatrist shall receive a \$1,000 annual bonus.

SECTION SIXTEEN. EMT STIPEND. Emergency Medical Technicians who are regularly assigned EMT duties shall receive a stipend of \$400.

SECTION SEVENTEEN. OVERPAYMENT. In the event that the State determines that an employee has been overpaid, the employee will be notified in writing and the State shall meet with the affected employee and the Union. The State will explain how the overpayment or duplicate payment occurred and discuss a repayment schedule. The State shall arrange to recover such overpayment from the employee over the same period of time the overpayment was made unless the State and employee agree to some other arrangement. (For example, an employee who has been overpaid by \$5.00 per pay period for six (6) months shall refund the State at the rate of \$5.00 per period over six months.)

In the event the employee contests whether or how much he/she was actually overpaid or that the above repayment schedule creates an undue hardship on the employee, the State shall not institute the above refund procedure until the appeal is finally resolved through the grievance procedure. The issue(s) may be processed directly to arbitration by the State under the contractual grievance and arbitration procedure.

SECTION EIGHTEEN. PER DIEM EMPLOYEES.

Notwithstanding the provisions of the collective bargaining agreements, the Pension Agreement and Chapter 66 of the Connecticut General Statutes, the State may utilize per diem employees in the following classifications:

Registered Professional Nurse (Per Diem)
Licensed Practical Nurse (Per Diem)
Occupational Therapist (Per Diem)
Physical Therapist (Per Diem)
Physician (Per Diem)
Psychiatrist (Per Diem)
Psychologist (Per Diem)
Speech Therapist (Per Diem)

Individuals in per diem classifications will work on an intermittent basis. These classifications may be used by the State to provide coverage on a daily basis where an agency has been unable to recruit enough non per diem employees in the applicable

classification series or due to absences of current staff. Individuals in per diem classifications shall not be entitled to retirement benefits, health insurance or life insurance benefits, paid leave, longevity or other economic benefits, except as provided below:

Registered Professional Nurse - Step 3 of Clinical Nurse 2

Licensed Practical Nurse - Step 3 of Licensed Practical Nurse

Occupational Therapist - Step 5 of Occupational Therapist Supervisor

Physical Therapist - Step 5 of Physical Therapist Supervisor

Physician - 125% of the Maximum of Physician 3

Article 1

Article 47

Psychiatrist - - 150% of the Maximum of Psychiatrist 4

Psychologist - 150% of the Maximum of Supervising

Decognition

Psychologist 2

Speech Therapist - 125% of Step 5 of Communication Therapist

Fringe Benefit Rate 37% of Base Pay Hourly Rate Shift Differential 15% of Base Pay Hourly Rate Weekend Differential 15% of Base Pay Hourly Rate Premium Holiday Hourly Rate 50% of Base Pay Hourly Rate

The following contract articles apply to per diem employees

Afficie i	Recognition
Article 2	Nondiscrimination and Affirmative Action
Article 3	Union Security and Payroll Deductions
Article 4	Union Rights
Article 5	Management Rights
Article 6	Contracting Out
Article 7	No Strikes - No Lockouts
Article 40	Past Practices
Article 43	Savings Clause
Article 44	Entire Agreement
Article 45	Supersedence
Article 46	Legislative Action

Duration of Agreement

If an agency decides to end the use of a per diem employee, the agency will provide a Sperl conference, if requested by the employee. A representative of the Union may be present at the conference if such employee is a member of the Union. If an agency decides to end the use of per diem employees based on operational needs at a particular facility, the Union will not claim that such a decision requires a Sperl conference. If an agency decides to reduce

the use of per diem employees at a particular facility, the agency will consider in the selection process the length of time the employee has worked, if appropriate.

The Union and the State agree that nothing in this Section shall constitute an agreement that the State may or may not increase or decrease the use of personal services agreements. The parties agree to meet prior to July 1, 1994 to review all existing personal service agreements and to mutually determine which persons employed under these agreements are employees covered by this contract and which are not. Any outstanding issues unresolved as of July 1, 1994 may be submitted to arbitration as provided under this agreement.

SECTION NINETEEN BILINGUAL PAY

A stipend of \$1000 annually will be provided to an employee where it is required for the employee to be bilingual. Said stipend shall be paid quarterly in the amount of \$250.

SECTION TWENTY PHYSICIANS

- (A) Those Physicians who are not Board certified but are Board eligible shall be promoted to the Staff Physician classification and shall be slotted at the step closest to the greater of ten percent (10%) of his/her annual salary and the minimum of the classification. Those Physicians who are Board Certified shall be slotted in accordance with the number of certifications held that are needed and used in the performance of duties. One certification equates to Step 1; two certifications equate to Step 2; three certifications equate to Step 3. Additionally for slotting purposes the Principal Physician shall be provided an additional step for five years service and another step for ten years service.
- **(B)** Part-time Physicians will be paid on a scale that is 5% below the ranges for the Staff and/or Principal Physician.

SECTION TWENTY ONE OFFICE OF MEDICAL EXAMINER

The Associate Medical Examiners (Physicians) from the Office of the Medical Examiner will become part of the P-1 bargaining unit as of July 1, 2001.

The physicians from the Office of the Medical Examiner who will become a part of the P-1 bargaining unit as of July 1, 2001 shall be covered by all aspects of this agreement with the following exceptions: incumbents shall be entitled to maintain accrued vacation time in excess of the caps allowed under this agreement, and to maintain the prior OME practice for educational leave and reimbursement.

It is understood that future vacation accruals must comply with this Agreement and these Physicians may not be credited additional accruals until balances are below the contractual cap.

ARTICLE 10 EQUITY ADJUSTMENTS

SECTION ONE. The State shall complete before July 1, 2002, a review/re-evaluation of all 1199 positions in both NP-6 and P-1 bargaining units as required by the SCOPE Agreement Section 2F. Any upgradings which result from a Master Evaluation Committee (MEC) evaluation will be effective July 1, 2001. The Objective Job Evaluation/SCOPE process will review all changes that have occurred since the last time the class was evaluated and scored under the OJE process. Those jobs which were reviewed for the period 1993-1995 during the term of the prior contract will be reviewed under this process. The OJE staff must provide adequate supportive documentation to justify the rating it has given each classification.

SECTION TWO. If the union claims that the staff of the Department of Administrative Services (DAS) who conduct OJE reviews has not correctly referred a job to the MEC, the union may grieve and arbitrate the matter under this Agreement. The Union may not grieve decisions of the Master Evaluation Committee (as defined in the SCOPE agreement) but may grieve any decision by DAS/OJE staff not to refer a class to the Master Evaluation Committee. The arbitrator shall only have the authority to refer the review of the job to the Master Evaluation Committee.

SECTION THREE. If the OJE evaluations are not complete by July 1, 2002, the union may seek expedited arbitration. The arbitrator shall be experienced in public sector position classification and evaluation. The arbitrator will be empowered to award penalties in the form of temporary stipends to classes which he/she deems to be likely to be eligible for upgrading, based on a substantial change in job duties or requirements that would have the effect of changing the compensation grade of the class. The arbitrator will look to any changes that have occurred since the last time the class was evaluated and scored under the OJE process.

ARTICLE 11 METHOD OF SALARY PAYMENT

SECTION ONE. ADVANCED VACATION PAY. Upon written request to the agency no later than four (4) weeks prior to the commencement of a scheduled vacation period, an employee shall receive such earned and accrued pay for vacation time as he/she may request, such payment to be made prior to the commencement of the employee vacation period. Such advances shall be for the period of not less than one (1) pay week and shall not exceed the length of the employee's scheduled vacation period.

SECTION TWO. PAYCHECKS. (A) Current practice with respect to distribution of paychecks shall continue.

- (B) Normally, a new employee shall receive the first regular biweekly paycheck within four (4) weeks of the date on which he/she begins work. If the agency fails to place a new employee whose appointment has been approved on the payroll and, as a result, the employee does not receive his/her initial paycheck on schedule, the agency shall process a payroll advance, pursuant to the Comptroller's payroll procedure. Any new employee who does not receive his/her first check as anticipated shall notify the payroll office immediately. Every effort shall be made to provide the advance to the employee within two (2) business days.
- **(C)** If through agency error or oversight an employee does not receive a regular biweekly paycheck which is due, the agency shall process a payroll in advance in accordance with the Comptroller's payroll procedure. No advance will be required for

overtime, shift differential, longevity or other special checks. Any employee who does not receive a check due shall notify the payroll office immediately. Every effort shall be made to provide the advance to the employee within two (2) business days.

- **(D)** If there is an undisputed error in am employee's paycheck and if the error is such that the employee received less than eighty percent (80%) of his/her regular biweekly pay, the employee will, upon request, receive or be advanced, under the payroll advance procedures all money due within one (1) week. No advance will be required for overtime, shift differential or other special checks.
- **(E)** If an employee's check is lost in the mail or by the employee, he/she shall report such to the payroll office immediately and shall complete the required affidavits. As soon as the State receives verification that the check was not cashed by the employee, a new check will be supplied as expeditiously as possible. Pending receipt of the new check, the Employer shall advance one-half of the employee's regular biweekly pay. No advance will be required for lost overtime, shift differential, longevity or other special checks.
- **(F)** Repayment of a payroll advance shall be by payroll deduction on the succeeding biweekly payroll which includes the money due to the employee. If the employee receives a replacement check directly, he/she shall promptly report to the payroll office and repay the amount advanced.

SECTION THREE. LEAVE BALANCES. Annually, each employee shall be notified in writing of his/her balances of leave time, except where this is currently done more frequently. At the time of such notification the employer shall inform those employees whose vacation leave balances are projected to reach the cap within the next year.

SECTION FOUR. ITEMIZATION OF CHECKS. The State shall continue to separately identify on the paycheck stub: pay period ending date, regular biweekly hours and pay, overtime hours and pay, shift differential hours and pay, credit union deductions, union dues or fees deductions, insurance deductions and deductions for housing or meals.

ARTICLE 12 CLASS REEVALUATIONS

SECTION ONE. The process set forth in this Article supersedes the provisions of 5-200(p) relative to the right of employees or their representatives to appeal for class reevaluation (upgrading).

SECTION TWO. The Union, but not any employee, shall have the right to appeal in writing by submitting data, views, arguments, or a request for a hearing relative to reevaluation of a class or classes of positions allocated to the State Compensation Plans. Within sixty (60) days after the receipt of such written data or holding the requested hearing, the Director of Labor Relations or designee shall answer the appeal.

SECTION THREE. The Director shall judge the appeal only with respect to the following criteria:

- (A) Whether there was a change in job duties of the class appealed so substantial that it should have the effect of changing its compensation grade. The Director will not look to changes which occurred prior to the effective date of this Agreement.
- **(B)** Having found a substantial change in job duties, then the class shall be presented to the Objective Job Evaluation Committee for evaluation.

SECTION FOUR. In any arbitration case arising from such appeal, the mutually agreed upon arbitrator or permanent umpire, who shall be experienced in public sector position classification and evaluation, shall base his/her decision on the criteria set forth in Section Three above. If such arbitrator or permanent umpire decides that the criteria set forth in Section Three have been met, the class shall be presented to the Objective Job Evaluation Committee for evaluation.

SECTION FIVE. The State reserves the right to reevaluate any classification. In the event that such reevaluation results in Objective Job Evaluation points in excess of those of the current classification, the State will upgrade the classification in

accordance with such reevaluation. Any such upgrade shall be effective the first day of the pay period following notification to the Union.

ARTICLE 13

HOURS OF WORK, WORK SCHEDULES AND OVERTIME

SECTION ONE. DEFINITIONS. (A) A standard workweek for full-time employees is thirty-five (35) hours in five (5) days.

- **(B)** A nonstandard workweek for full-time employees is an average of five (5) workdays and thirty-five (35) hours per week; averaged over a period of eight (8) weeks or less.
- (C) An unscheduled workweek for full-time employees is one whose schedule of hours is determined by the requirements of the position and which averages five (5) workdays and thirty-five (35) hours per week over a period of eight (8) weeks or less.
- **(D)** Schedules of more than thirty-five (35) hours per week may be continued or may be established in accordance with Section Six of this Article.
- **(E)** Exempt employees are those being paid above Salary Group 25.Notwithstanding the above those exceptions as provided under OJE-SCOPE Agreement Section 4(F) shall continue to be applicable and receive overtime compensation.
- (F) Other provisions of this Section notwithstanding, at the discretion of the Agency Commissioner, Department of Mental Health and Addiction Services Psychiatrists and Physicians and Department of Consumer Protection Drug Control Agents, may at any time, be assigned to a forty (40) hour workweek. Such assignments shall be subject to individual schedule changes consistent with Section Seven hereof. Employees shall be compensated for all hours worked and earn leave credits in accordance with the forty (40) hour workweek.
- (G) Except as provided above, a forty (40) hour workweek may be established only if the Union and the employer agree in writing to do so. Such agreement would be arrived at through negotiations between the parties. Either party could initiate

these negotiations by notice to the other party of its interest in such negotiations. Issues unresolved by negotiations shall not be subject to arbitration and forty (40) hour workweeks shall not be established unilaterally. A forty (40) hour schedule shall not be established with individual employees on a voluntary or compulsory basis without the agreement of the Union, as outlined above.

The Office of Labor Relations shall be the State's representative in all such negotiations. If an agreement is reached between the parties to implement a forty (40) hour workweek, such agreement may be implemented without any additional legislative approval required. Any such agreement requires the signature of the Director of Labor Relations and the President of the Union.

(H) The parties may negotiate over any other schedule in excess of a thirty-five (35) hour workweek. Such negotiations will be governed by the procedure outlined in subsection (g) above.

SECTION TWO. Meal periods shall be scheduled close to the middle of a shift, consistent with the operating needs of the agency. Employees required to eat meals with patients/clients shall be paid for such meal periods and shall be provided with a free meal. The meal period of employees shall not be extended for the purpose of increasing the work time of such employee(s).

Bargaining unit employees who are required to remain in attendance during their meal periods at an institution/facility, subject to call, shall have such time counted as work time.

Part-time employees under twenty (20) hours who worked a full shift shall be granted an unpaid meal period. However, facilities that granted an unpaid meal period to under twenty (20) hour employees working less than a full shift as of February 13, 1985, shall continue to do so as long as agency operating needs permit.

SECTION THREE. (A) Subject to agency operating needs, employees shall be granted two (2) fifteen (15) minute rest periods during their normal shift. Subject to agency operating needs, part-time employees under twenty (20) hours who work at least three and one-half (3.5) hours per day shall be granted one (1) fifteen (15) minute rest period during their shift. Such breaks shall be staggered

according to the operating needs of the agency and will be granted in a manner which will guarantee no break in service to the patients/clients served by the work location.

(B) Agency operating needs which may prevent the granting of rest periods shall be limited to the need to provide proper patient/client care and to provide services to patients/clients and their families.

Situations which may preclude the granting of a rest period include those where an employee is working alone and it is not possible to provide relief or where absenteeism causes serious staff shortages.

However, it is understood that any employee may grieve a pattern of unreasonable denial of break time.

SECTION FOUR. OVERTIME. The State will continue to pay overtime to eligible employees at straight time rate for hours up to forty (40) and at time and one-half for hours worked over forty (40). Nothing in this Article shall be construed to alter the current practices where they exist with respect to payment of time and one-half after eight (8) hours per day.

Computation of overtime shall be as follows:

- (1) For purposes of computing the total number of hours worked for which overtime payment is to be made in a week, the total number of hours worked shall be understood to include any hours that the employee works as scheduled and any hours for which the employee receives his/her regular pay as a result of being on sick leave and/or union business leave time, but shall not include holidays off, accrued holidays off, vacation, personal leave, workers' compensation time, unpaid meal time or time in an on-call or standby status.
- (2) Payment for overtime shall be in units of quarter hours for any part worked thereof.
- (3) Exempt employees as defined in Section One shall not be paid overtime. Subject to the operating needs of the agency:
- (A) Exempt employees who are required by the State to attend the regular and recurrent evening meetings or

otherwise to be called out regularly and recurrently to perform work outside the regular scheduled workweek shall be authorized to work a flexible work schedule or to receive compensatory time off; and

- (B) Exempt employees who are required by the State to perform extended service outside the normal workweek to complete a project or for other State purpose shall be authorized to receive compensatory time off. In no event shall such time be deemed to accrue in any manner or be the basis for compensation on termination of employment. Employees who are denied a significant block of compensatory time off or are consistently denied compensatory time off hereunder may grieve and arbitrate.
- (C) The above notwithstanding, Nurse Supervisors shall be entitled to receive overtime pay in lieu of compensatory time at the rate of time and one-half of Step one of the proper salary group.
- (D) Employees of DMR and DMHAS qualified to perform in the Occupational Therapist, Physical Therapist and Speech Pathologist classifications may be permitted to accept assignments from DMR and DMHAS in such classifications provided there is not adverse impact on their primary assignment. Where such additional assignment produces an overtime situation, the employee will be paid even if above the overtime cap. Dual employment forms will still be required when crossing agency lines.
- (4) Employees deemed exempt by Article 13, Section One (E) shall be allowed to accumulate compensatory time during a four (4) month period of either July through October, November through February ,or March through June. The employee should schedule and use his/her accumulated compensatory time within the three month period following the accumulation period. In the event the employee fails to schedule the compensatory time, the Agency shall schedule such time within the designated three (3) month period. In the event the employee is not allowed to use this compensatory time within the parameters of arranged schedules, the Agency, upon request from the employee or Union. shall seek permission from the Office of Policy and Management (OPM) for payment of such compensatory time within the fourth (4th) month

following the accumulation period (in accordance with the Compensatory Procedure). The employee will receive either the compensatory time off or payment for such time.

Notwithstanding the above, when the appointing authority determines that the granting of compensatory time off would create a hardship on the Agency, payment at straight time may be granted with advanced approval of the Secretary of OPM or designee. The employee can opt for compensatory time under the aforementioned provision.

COMPENSATORY PROCEDURE

Accumulate	Schedule & Use	Pay-out
July, Aug, Sept, Oct.	Nov., Dec., Jan.	Feb.
Nov., Dec, Jan, Feb.	Mar, Apr. May	June
Mar, Apr., May, June	July, Aug., Sept.	Oct.

- (5) For those employees not included in the exempt category, by mutual agreement with the State, employees may elect compensatory time instead of overtime pay. The State shall schedule such compensatory time off at a mutually agreed time by the end of the following period. This clause shall apply to employees in the P-1 bargaining unit who are not engaged in direct patient/client care and to those employees in the NP-6 unit who are involved in recreation or community liaison activities or other employees as determined by mutual agreement of the Union and the State. Employees shall not be pressured to choose compensatory time in lieu of overtime.
 - **(6)** Overtime pay shall not be pyramided.
- (7) When practicable, overtime checks shall be paid not later than the second payroll period following the overtime worked.

SECTION FIVE. CALL BACK PAY. Employees who have left work after the end of their scheduled work shift and who are called back to work by the employer shall receive a minimum of four (4) hours pay. Part-time employees under twenty (20) hours who are called in under these circumstances shall receive a minimum of two (2) hours pay. However, this guarantee shall apply

only once during any twenty-four (24) hour period. This provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift.

SECTION SIX. (A) In the event the Employer wishes to change a facility work schedule or establish a schedule which involves work in two different shifts in new or existing facilities during the life of this Agreement, three (3) weeks written notice shall be given to the affected employee(s), the delegate, and the Union office. The Employer shall meet and negotiate with the Union if the Union objects to the proposed schedule. If agreement cannot be reached within three (3) weeks of notification to the Union, the Employer shall make the changes it deems advisable. The Union shall have the right to request arbitration following the schedule change implementations. The arbitrator in rendering a decision must give weight to the following factors in the following order of priority: the impact on patient/client care and service to their families, the impact on the Agency/Department, and the impact on the employees. The arbitrator shall not be empowered to direct the Employer to hire additional staff or require additional overtime compensation provided the Employer has not reduced the number of employees and thus reduced the employee/patient ratio prior to this change in schedule.

The provisions of this subsection expire automatically on the expiration date of this Agreement unless the parties mutually agree to incorporate them in a successor agreement.

(B) During the life of this Agreement, establishment or disestablishment of nonstandard or unscheduled workweeks shall be approved by the Director of Personnel and Labor Relations, and the Union shall be given three (3) weeks notice of such changes. Upon request, the Employer shall meet and discuss such changes with the Union.

Changes from a standard to a nonstandard or to an unscheduled workweek or any other such change shall be made on the basis of reasonableness. No change in work schedule shall be made for the primary purpose of avoiding the payment of overtime or to mitigate the impact of the Fair Labor Standards Act. The State and the Union shall receive and discuss suggestions from the Union to modify such work weeks once established.

(C) Upon request, the Employer and the Union shall discuss flexible work schedules. Flexible work schedules may be established by mutual agreement with the approval of an appropriate management designee at the department/agency level and the Director of Personnel and Labor Relations.

SECTION SEVEN. Except in emergency situations, agencies shall notify employees three (3) weeks before a change in individual work schedule is to be effective. Once the schedule has been posted, the Employer shall not reschedule an individual's day off or hours of work with the intent to avoid payment of overtime compensation. This provision shall not diminish employees' rights to bid for pass days in accordance with Section Eight. Nor shall this Section prevent management from scheduling a compensatory day for a holiday with less than two (2) weeks notice.

SECTION EIGHT. If an agreed on schedule has fixed pass days for employees, employees may bid for more favorable pass days on the same shift when they become available within their classification and such days shall be granted on the basis of seniority, provided the employee has the ability and training necessary to perform the job.

SECTION NINE. Employees work schedules shall be posted at the work site at least two (2) weeks prior to the start of the scheduled period.

SECTION TEN. Present practice shall be maintained with reference to employees substituting for one another.

SECTION ELEVEN. Provided agency needs are met, an employee on an unscheduled workweek shall be responsible for adjusting his/her own work hours in consultation with his/her supervisor.

SECTION TWELVE. DISTRIBUTION OF OVERTIME.

(A) (1) The Employer shall survey all employees in each classification at each agency, institution or facility to determine willingness to work overtime. A list of all volunteers shall be posted with employee names to be added or removed by written request.

An employee who has not volunteered for **(2)** overtime work in accordance with subsection (a)(1) above, shall not be penalized for such refusal. Consistent with agency operating needs, the (B) (1) Employer shall equally distribute overtime among qualified employees in a classification who have volunteered for such work. If no qualified volunteers are available, the Employer shall, as far as practicable, distribute such overtime among qualified employees who normally do such work. There shall be no basis for any employee claim for compensation in any form for hours not worked. The Employer shall allow representatives and/or delegates of the exclusive representative to inspect records of overtime work. The Employer can request overtime work of (C) **(1)** staff presently on duty when an emergency exists and time does not allow use of the overtime roster. A refusal to work overtime when ordered by an appropriate authority shall subject an employee to disciplinary action. An employee or the Union can grieve beginning at Step II a pattern of unreasonable or excessive assignment of overtime or use of the emergency provision in subsection (c)(1) above. The above procedure on distribution of overtime shall apply to part-time employees under twenty (20) hours who volunteer to work more than their regularly scheduled hours. The extra work shall not be deemed eligible for special overtime

compensation unless the criteria in Section Four are met.

The parties shall develop a rotation system for equal distribution of overtime within each facility as a whole in a manner that promotes maximum reliance on volunteers for all overtime assignments. Employees shall not be mandated to work overtime except in an emergency. An emergency shall be defined as a weather emergency or other event where the governor closes state offices, a lockdown in

MANDATORY OVERTIME. (A)

SECTION THIRTEEN.

a correctional institution, or when the number of actual staff reporting to work is below minimum safe levels or legal requirements. If such a mandate takes place, the affected employee shall be compensated at a rate double his/her regular hourly rate. The employer is obligated to schedule staff at or above minimum safe levels.

(B) In the event that an employee is held over on his/her normal shift, the Employer shall inform him/her as soon as possible of the anticipated length of the holdover. Any employee who is held over more than fifteen (15) minutes beyond the shift shall receive a minimum of one (1) hour overtime work at the applicable rate.

SECTION FOURTEEN. PROCEDURES FOR IMPROVING VOLUNTARY OVERTIME. (A) The parties at each facility shall meet to review present practices or agreements regarding the assignment of overtime with the purpose of developing improved procedures for the assignment of overtime. The parties shall attempt to improve present procedures in the following areas:

- (1) Recruitment of volunteers so that the need for mandatory overtime is eliminated or substantially reduced.
- (2) The equalization of mandatory overtime assignments and the assignment of mandatory overtime by rotation method which allows employees to predict, as much as possible, whether they will be mandated on a particular day.
- (3) The anticipation, based on leave and vacation requests, employees on sick leave or Worker's Compensation, or other leaves, and expected rate of unscheduled absences, of the need for overtime as far into the future as possible, and the pre-scheduling of voluntary overtime to meet such needs.
- **(4)** Consideration of additional part-time employees for the purpose of reducing mandatory overtime.
- **(B)** The parties at each facility shall attempt to reach agreement on the system to be utilized there. Once a system is in place, the parties shall meet on a regular basis to review the effectiveness of the system and to make whatever changes are necessary to make the system serve the above goals.

(C) If there is a dispute about either (i) which system best serves the above goals, or (ii) proposed changes, either party may submit the dispute directly to arbitration for a recommendation provided however, that the arbitrator shall not have the authority to make any recommendations with respect to staffing levels. There shall be no appeal from the arbitrator's recommendations.

SECTION FIFTEEN. GRAND ROUND HOURS. Employees who are required to perform grand rounds at hospitals in order to maintain privileges at said hospital(s) shall have the hours spent on this activity considered as hours worked.

SECTION SIXTEEN. PHYSICIAN WORK SCHEDULES

All full time Physicians shall work a 40 hours standard work week. It is understood that all full-time physicians whether classified as Staff or Prinicpal have a responsibility and duty to respond to calls concerning their patient/client caseload. This responsibility is regardless of any Night Duty or Standby Night Duty assignment. At worksites where a protocol for this available consultation has not been established, management shall work with the Union to establish a protocol. In the event that the Parties cannot agree, management shall institute its protocol and the Union shall have the right to submit the issue to expedited arbitration. In any such arbitration, the arbitrator shall consider; the impact on patient/client care, the impact on the Agency/Department, and the impact on the employees.

ARTICLE 14 SENIORITY

SECTION ONE. Seniority shall be defined as an employee's length of State service since date of last hire.

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

SECTION TWO. An employee's seniority shall accrue during the following periods:

- (A) War service (including service prior to State employment).
 - **(B)** Military leave.
 - (C) Paid leave.

- **(D)** Worker's Compensation.
- **(E)** Unpaid sick leave, disability, family emergency due to illness, parental, authorized leaves of absence or layoff of up to a maximum of twelve (12) months or the length of employee's service, whichever is less. Provided, however, a full-time employee who returns to work part-time during the maximum twelve (12) month period, or length of the employee's service, whichever is less, shall accrue full-time seniority for the remainder of such period.

SECTION THREE. An employee's length of service shall be as defined in Sections One and Two of this Article except that:

- (1) credit for length of service under Section Two (e) shall be granted only for leaves granted on or after July 1, 1979;
- (2) Only a total of nine (9) months of unpaid leave of absence may be counted toward length of service for vacation accrual.

Longevity and pension rules shall not be modified as a result of this Article.

SECTION FOUR. Seniority shall not be computed until after completion of the initial Working Test Period. Upon successful completion of the Working Test Period, seniority shall be retroactive to the date of hire

SECTION FIVE. State service while working in a trainee class shall not accrue until permanent appointment to the target class, whereupon it shall be retroactively applied to include such service.

SECTION SIX. Seniority shall be deemed broken by:

- (A) Termination of employment caused by resignation, dismissal or retirement.
- **(B)** Failure to report for five (5) working days without authorization unless the employee provides a valid reason for not notifying the agency.

Credit for seniority up to a break in service shall be restored to an employee who is reemployed within one (1) year of service break.

Notwithstanding the above, employees who had a break in service and were rehired prior to July 1, 1979, shall have their seniority restored for all service prior to the break.

Service credit for past service following a break in service shall be credited to an employee rehired provided such employee had been employed for three (3) consecutive years prior to his/her termination of employment. Such service credit shall not be implemented until the employee has been reemployed for a two (2) year period.

SECTION SEVEN. Annual seniority lists based on State service shall be maintained by classification on an agency basis, indicating the name of the employee's institution.

ARTICLE 15

PROMOTIONS AND LATERAL TRANSFERS

SECTION ONE. For the purpose of this Article a noncompetitive vacancy is defined as:

- (1) being in the bargaining unit;
- (2) a position the Employer intends to fill on a permanent basis;
- (3) a vacancy which does not require a competitive examination, as a prerequisite for consideration.

SECTION TWO. When a noncompetitive vacancy in a facility or region occurs and no employee has recall rights to such vacancy, the employer shall send notice of such vacancy to the Union Office. The employer shall post notice of such vacancy on the bulletin board at each facility, or in a community setting, in the manner it ordinarily uses for notices to bargaining unit employees in the facility or region where the vacancy exists. The employer will also post such vacancies in other regions or facilities within the Agency. Such notices shall be sent to one location per region or facility, to be determined by mutual agreement. Such posting shall

be for a period of not less than seven (7) calendar days before the vacancy is filled. Such notice shall include the job classification, the work schedule, shift, work location and person to contact.

SECTION THREE. When an employee wishes to transfer from one geographic facility within an agency to another, or to a specific shift or work location, the employee shall apply by responding to the posting as specified in Section 2. In general, no application for employee transfer will be acted upon within one year of the effective date of an employee initiated transfer.

SECTION FOUR. In all cases of promotion or lateral transfer to noncompetitive positions, when there is no appreciable difference between the ability of the competing candidates to perform the duties of the job, seniority as defined under Article 14 within the NP-6 and P-1 bargaining units, as applicable, shall govern after consideration of affirmative action goals. Temporary service in the position does not in and of itself constitute an appreciable difference. In any arbitration of a dispute under this Section, unless the Employer can be shown to have acted arbitrarily and capriciously, the arbitrator shall give substantial weight to the judgment of the Employer in applying the relevant evaluation standards. Junior employees cannot grieve the selection of a more senior employee.

Should no current employee possess the necessary qualifications to fill the vacancy, the Employer may fill the vacancy through outside hire.

Full time worker's request for lateral transfers or voluntary demotions where the employee holds permanent status shall be considered before promotional requests. In this respect an employee is deemed to hold permanent status provided he/she had achieved permanent status in the classification.

SECTION FIVE. An employee who transfers laterally shall continue to receive the same base rate of pay he/she enjoyed prior to the transfer. An employee who accepts a voluntary demotion shall be paid at the lower rate of pay which he/she would have arrived at had he/she been serving the lower instead of in the

higher classification. An employee who is promoted shall receive a full promotional increase, but in no event shall the new salary exceed the maximum of the new classification.

SECTION SIX. (A) An employee's past shift assignment shall not by itself disqualify the applicant from lateral transfer and promotion.

(B) An employee's part-time status shall not by itself disqualify an applicant from lateral transfer or promotion; however, if the position sought is full-time, the employee must be willing to work the full time schedule. The calculation of seniority for a part-time employee shall continue to be on a pro rata basis.

SECTION SEVEN. An employee who is promoted to a non-competitive position shall serve a four (4) month probationary period on the new job. If the employee is removed from the new job during the probationary period, the employee shall be returned to his/her former position without loss of seniority or other benefits. The Employer shall be the exclusive judge of whether the employee successfully completed the probationary period, provided such determination is not arbitrary or capricious.

SECTION EIGHT. Voluntary transfers of employees in competitive positions shall be covered by this Article.

SECTION NINE. Employees who desire to transfer from one Agency/Department to another shall have preference over new hires. However, the employee must serve a Working Test Period of four (4) months in the new position. Failure of the Working Test Period shall result in a return to the previous position in the Department from which transferred. Additionally the employee shall be provided a trial period of four weeks during the Working Test Period to elect to forego the transfer and return to his/her previous position from which transferred.

SECTION TEN. TRANSFER RIGHTS. The Union and the State agree that in the event that specialized training is developed which will qualify employees for unique and special programs that are clinically advantageous to the patients/clients, the employee's transfer rights may be limited so long as the following conditions are met:

- (1) The training is voluntary;
- (2) The employees are told in advance that their transfer rights will be limited and the employee agrees in writing;
- (3) The transfer rights may not be limited for more than six (6) months after the end of the training period;
- (4) The employee's transfer rights will be reinstated earlier for good and sufficient reasons.

SECTION ELEVEN. When an employee is appointed to a position, transferred, promoted or demoted, he/she will be notified in writing by the employer of his/her work location and work schedule including starting date, shift, the hours and regular pass days.

SECTION TWELVE. APPOINTMENT OF A NP-6 EMPLOYEE TO P-1 CLASSIFICATION. An NP-6 employee who is appointed to a position in the P-1 bargaining unit in the same salary grade shall be placed at the step in the P-1 pay plan that is closest to, but not less than, his current salary. Provided, however, the employee shall not be paid in excess of the maximum of the P-1 salary grade.

ARTICLE 16

ORDER OF LAYOFF OR REEMPLOYMENT

SECTION ONE. In the event of a reduction in force and subsequent recall to work, the provisions of this Article shall be controlling. For all purposes of this Article, seniority as defined in Article 14 shall prevail.

SECTION TWO. For purposes of layoff selection within a classification, seniority shall prevail. In agencies with multiple facilities or regions, the least senior in the facility or region, by classification, shall be selected for layoff. In the event of a layoff within a job classification, temporary employees and employees who have not completed their initial working test shall be laid off first and they shall not have bumping rights.

SECTION THREE. The Employer shall give the employees not less than six (6) weeks of written notice of layoff. Part-time employees under twenty (20) hours shall receive not less than two (2) weeks written notice of layoff, except that three (3)

weeks written notice shall be provided to such employees who have been employed for five (5) years since the date of last hire. Such notices shall state the reason for such action and shall be sent concurrently to the Union. During the six (6) week period, the Employer shall meet with the Union to discuss possible alternative proposals (1) to avoid the layoff and/or (2) to mitigate the impact on the employee(s) and/or (3) possible retraining options.

SECTION FOUR. The Employer shall offer the affected employee a transfer to a vacancy in the same or comparable class or in any other position the employee is qualified to fill within the agency in which the employee works. In order to inform affected employees of vacancies, the State shall prepare a list of all vacancies in the same or comparable classes in the agency in which the employee works, or in other agencies within a twenty-five (25) mile radius; the list shall be posted and a copy provided to the Union.

If there are no positions to which an eligible employee can bump or transfer within the agency within a twenty-five (25) mile radius, the Employer shall offer the affected employee a transfer to a vacancy in the same or comparable classification at any State facility within the twenty-five (25) mile radius provided that the employee has the ability to perform the job after a reasonable period of orientation.

If there is no such vacancy available within twenty-five (25) miles, permanent employees shall be offered a transfer to any vacancy in a classification within their bargaining unit that the employee is qualified to fill (meets the experience and training and merit system requirements and is in the same or lower salary group) in any State agency, subject to successful completion of the working test period.

In addition, if no vacancies are available to an employee under any of the above provisions, and a permanent employee in the NP-6 or P-1 bargaining unit expresses, in writing, a desire to be considered for a vacancy in their agency in the P-1 or NP-6 bargaining unit (respectively) that they are qualified to fill as defined above, the agency will use its best efforts to transfer the employee to the vacancy.

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

When employees have received layoff notices all vacancies shall be posted and all employees, including laid off employees, shall have the right to bid for the vacancies. In the event of a layoff, however, this posting process will only take place once. Vacancies created by transfers from this posting will be offered to employees who have received layoff notices before they are offered to more senior employees who have not received layoff notices.

SECTION FIVE. (A) In lieu of layoff, when there is no vacancy or when the employee does not accept a vacancy, the employee may bump a less senior employee as follows:

- (1) The least senior employee in the same classification within the agency.
- (2) If the employee does not exercise the bumping rights in (1), then the employee may bump the least senior employee in the lower position in the same classification series at the facility at which the bumper is employed.
- (3) If the facility where the bumper is employed is closed or is closing, the employee may bump the least senior employee in a lower position in the same classification series in that agency.
- **(B)** A permanent employee who is bumped shall have the same rights as an employee who is laid off, except that a bumpee shall receive only three (3) weeks notice. However, a bumpee shall not be terminated during the initial six (6) week period required by Section Three.
- (C) For purposes of bumping there shall be a separate seniority list for part-time employees who work less than twenty (20) hours. A bumpee who is an under twenty (20) hour employee shall receive as much notice as possible, but not less than ten (10) calendar days notice of layoff.
- **SECTION SIX.** Within one (1) week of availability of the seniority list and the list of vacancies specified above, the affected employee shall provide written notice whether he/she elects

to exercise bumping rights. This election shall be binding on the employee and a failure to elect shall constitute a waiver of bumping rights.

SECTION SEVEN. (A) A permanent employee who is laid off, bumped or transferred to a position in a lower classification as a result of layoff shall be placed on reemployment lists for those classifications and locations in which he/she would accept reemployment. Employees shall be entitled to specify for a placement on lists for any or all classes in which they formerly held permanent status or which are deemed comparable. For purposes of placement on the reemployment list, a part-time employee under twenty (20) hours per week shall specify whether reemployment should be to a full or part time position.

- **(B)** The Union shall receive a copy of each reemployment list promulgated for bargaining unit classifications and shall be notified of all appointments from such lists.
- (C) Reemployment lists shall be arranged in order of seniority. Employees on the list shall be notified of appropriate vacancies in seniority order.

An employee may remain on the reemployment list for up to three (3) years. However, if an employee refuses three (3) job offers, he/she shall go to the bottom of the list. Failure to respond to notification shall be considered a refusal. If an employee fails to respond to three offers, the Employer shall contact the employee by certified mail return receipt requested at the employee's last known address to determine whether the employee wishes to remain on the list; if the employee fails to respond, he/she shall be removed from the list.

An employee on a reemployment list shall promptly notify the Commissioner of Administrative Services of any change of address and shall promptly inform the Commissioner if he/she is no longer available for reemployment from a list or lists.

(D) An employee on the reemployment list shall be entitled to fill vacancies (provided he/she has the requisite skills and ability to perform the work) over (1) all outside hires and

promotional requests other than reclassifications of filled positions, and (2) active employees on shift and lateral transfers provided he/she has greater seniority than the person seeking the transfer.

(E) Seniority shall continue to accrue as provided in Article 14, Section 2(e). At the expiration of the accrual period, the employee's seniority shall be frozen at that level until he/she is actually reemployed.

SECTION EIGHT. The bumper shall be paid for service in such lower classification at the closest rate in the lower salary range to his/her former salary in the higher classification, but not more than the rate he/she is receiving at the time of transfer.

SECTION NINE. If layoffs according to seniority have an adverse impact on affirmative action goals or if the most senior employees do not have the requisite skills and ability to perform the work remaining, then the State and the Union shall meet to discuss the issue. If no agreement is reached within the time limits of Section Three, the State shall layoff employees in the manner it deems appropriate, and the Union has the right to submit the issue to expedited arbitration.

SECTION TEN. If the seniority of two or more employees is exactly the same, then bargaining unit seniority shall prevail; if the bargaining unit seniority is exactly the same, then classification seniority shall prevail. If classification seniority is exactly the same, priority for layoff and recall shall be determined by a coin toss or drawing lots.

SECTION ELEVEN. CONTINUITY OF EMPLOYMENT

The State recognizes that health care employees will continue to play a vital role in the delivery of human services. While the processes for service delivery may change, job opportunities will continue to exist, provided employees avail themselves of these opportunities. The State and the Union are committed to working closely together in order to effect an orderly transition and continuity of employment.

In order to facilitate an orderly transition to new employment opportunities, the State agrees to establish a function in the affected agency dedicated to assisting and counseling staff in

transfer and relocation options. Such function shall be staffed by an individual jointly chosen by the Union and management who is appropriately skilled to assist and counsel staff in transfer, relocation and retraining options consistent with this Section. In cooperation with the Union, a transfer list system within a specific agency may be developed for the filling of positions or vacancies. Employees may apply for specific work locations and shifts.

Further, the State and the Union will identify retraining opportunities which will assist employees in preparing for emerging or alternative job opportunities. To assist employees, the State will make a good faith effort to post all bargaining unit vacancies at a central location at each facility subject to the provisions of this Section.

In the event a reallocation or reduction in the workforce becomes necessary at the Departments of Mental Retardation or Mental Health and Addiction Services as a result of the change to community based programs (deinstitutionalization), the provisions of this Section shall apply to all Department of Mental Health and Addiction Services employees with permanent status on or before July 1, 1997 and to all Department of Mental Retardation employees with permanent status on or before July 1, 1997.

(A) All such permanent employees affected by deinstitutionalization shall be offered employment in the same or comparable classification at no reduction in salary grade as provided in this Section. All positions and vacancies within the affected agency shall first be filled through voluntary transfers. If there are no volunteers for a particular position or vacancy, it shall be filled by offering it to the least senior employee in the classification from the affected facility. Full time employees shall be offered a full time position and part time employees shall be offered a part time position. If the least senior employee refuses, the employee shall be laid off or may have rights as described in (B) below. If the position or vacancy remains unfilled, it may be offered to the next two least senior employees, in reverse order of seniority. If one or both of those employees refuse, that employee shall be laid off (in order of seniority) or may have rights as described in (B) below. However,

no permanent employee covered under this Section shall be laid off as long as there is a less senior employee in the same classification at the affected facility who has no rights under this Section.

- (B) Any employee who refuses an offer and is scheduled to be laid off as described above shall be deemed to have waived any rights to additional offers in the future under paragraph (a) above, but shall retain the right to bump within the facility as provided in Article 16, Section Five (a)(2). Such bumping rights shall exclude any positions scheduled to be eliminated. The bumper shall be paid as provided in Article 16, Section Eight.
- Districts within the two agencies shall be defined as they existed on July 1, 1993. In the Department of Mental Health and Addiction Services, the offer to an eligible employee shall be in the same district as the person is employed, except in the eastern district where the offer shall be in either the eastern or central district. In the Department of Mental Retardation, the offer to an eligible employee shall be within the region where the facility is located or in one of the contiguous regions. However, for Southbury Training School, if the offer is in a contiguous region, it shall be west of the Connecticut River. The State and the Union agree to meet and discuss additional geographical limitations on offers for other locations as necessary.
- (D) In the Department of Mental Health and Addiction Services, an employee who voluntarily transfers to a position/vacancy in a lower classification, or accepts a position under paragraph (a) above, shall be red-circled in the higher classification. In the Department of Mental Retardation, an employee who voluntarily transfers to a position/vacancy in a lower classification, or accepts a position under subparagraph (A) above in accordance with the provisions of (E) below, shall be red-circled in the higher classification
- **(E)** Movement to lower classes shall be limited as follows in the Department of Mental Retardation:
 - 1. PS 2 to PS 1, SMRW 2, SMRW 1
 - 2. PS 1 to SMRW 2, SMRW 1
 - 3. SMRW 2 to SMRW 1
 - 4. SMRW 1 to LMRW

- 5. LPN to MRW 2
- 6. LMRW to MRW 2
- 7. MRW 2 to MRW 1
- 8. An employee in a professional classification may be red circled in a lower classification in the same series
- If an employee is selected for and accepts a position/vacancy as referenced in (D) and (E) above, the employee shall be required to apply for any and all positions/vacancies in the employee's classification series, above the position/vacancy the employee is occupying, up to and including the title in which the employee is red-circled. This requirement shall exist for positions/vacancies in the Region or District in which the employee is currently employed. This requirement shall not be waived due to concerns over conditions of employment including, but not limited to, shift, pass day, unit assignment or availability of overtime. Should an employee fail to thus apply, or should the employee apply, be accepted and then reject the position/vacancy, the employee shall no longer retain red-circled status. At that point, salary will be recomputed in the traditional manner (as if the employee had always worked in the lower classification).

Employees who are red-circled are not required to apply for positions/vacancies in their classification series in other locations except as specified above, but may do so if they desire. Should they be selected for such a position/vacancy, the requirements of the above paragraph would apply at the new location.

- (G) Notwithstanding the provisions of Article 15, Section Two or Article 16, Section Seven (d), individuals on the reemployment list as a result of refusal of an offer under the provisions of this Section shall not have preference for a vacancy in their former agency over an employee who has yet to receive an offer. This provision would apply only to vacancies in the individual's former agency and would not affect their recall rights to any other agencies.
- **(H)** At any facility/institution covered under the provisions of this Section, the parties shall meet and develop a process for internal movement of employees to facilitate the closing of individual units or departments within the facility/institution.

(I) The parties agree that an expedited arbitration process shall apply to disputes over whether this Section is applicable to a particular reallocation or reduction in the workforce situation.

ARTICLE 17

TEMPORARY SERVICE IN A HIGHER CLASS

SECTION ONE. An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first consecutive calendar day of such assignment, be paid retroactive to the first day of the assignment, for such actual work at the rate of the higher class as if promoted thereto, provided such assignment is approved by the Director of Personnel and Labor Relations.

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

SECTION THREE. An appointing authority making a temporary assignment to a higher class shall issue the employee written notification of:

- (A) Any such assignment which is expected to last for thirty (30) calendar days or more;
- **(B)** Any such assignment the duration of which cannot be determined and which may last for thirty (30) calendar days or more.

Where an assignment to perform temporary service in a higher class, as defined herein, is not accompanied by written notification, the affected employee shall advise facility management within five (5) days from the time the employee knows or should have known of the assignment. Failure of the employee to notify management within five (5) days shall not constitute waiver of rights under the contract. Upon being so advised, facility management shall within five (5) days either:

- (a) provide such notification with a simultaneous copy to the Commissioner of Administrative Services and the Union; or
- (b) direct the affected employee to cease performing the said assignment; or
- (c) offer the affected employee an explanation as to why the conditions in temporary service in a higher class, as defined herein, have not been met.

An appointing authority making a temporary assignment to a higher class shall immediately forward the appropriate form seeking approval of the assignment from the Commissioner of Administrative Services in writing.

The Commissioner of Administrative Services shall expedite requests for approval of assignments to temporary service in a higher class.

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

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

SECTION SIX. Temporary assignments to a higher class for periods of thirty (30) calendar days or less shall not be utilized to defeat the basic contractual obligation herein.

SECTION SEVEN. When applying this Article to parttime employees working under twenty (20) hours, the term "thirtyfirst consecutive calendar day" in Sections One and Four shall be

substituted with "thirtieth consecutive working day" and the term "thirty calendar days" in Section Six shall be substituted with "twenty-nine working days."

ARTICLE 18 WORK ASSIGNMENTS

SECTION ONE. TRANSFER DEFINITIONS.

- (A) A temporary transfer is either of the following:
- (1) A transfer which does not exceed ninety (90) days, or
- (2) A transfer made to fill a position which is vacant because of extended illness, leave of absence (position held) or Workers' Compensation, for the length of the absence but not more than six (6) months.
- **(B)** All other transfers shall be considered permanent transfers. There is no time limit on transfers made in accordance with the procedure for making permanent transfers.

SECTION TWO. UNIT ASSIGNMENT. An employee shall be assigned to a specific functional unit. The Employer may transfer an employee to another functional unit whenever such transfer is necessary for the provision of proper patient/client care or for the carrying out of agency programs and responsibilities.

For permanent transfers, the Employer shall first seek volunteers by posting the vacancy or by such other method as has been agreed upon at the facility by the Union and management. In selecting from among volunteers for permanent transfer to vacant positions, the provisions of Article 15, (Promotions and Lateral Transfers) Sections Four and Eight shall apply.

If no appropriate volunteer is available and the Employer decides to make a permanent involuntary transfer, the Employer shall transfer the least senior employee who has the ability to perform the required work, provided that such will not create an imbalance of experienced and less experienced employees in a unit.

If a work area is overstaffed, or if the Employer determines that staff needs to be redistributed, the Employer shall first transfer out any temporary transferees and then transfer out the least senior

employee in the classification provided that such will not create an imbalance of experienced and less experienced employees in a unit and the least senior employee has the ability to perform the required work.

For part-time employees under twenty (20) hours per week, there shall be a separate seniority list for involuntary unit assignment transfers. The least senior employee shall be transferred unless said transfer creates an undue hardship on the employee, in which case the next least senior employee shall be transferred.

SECTION THREE. SHIFT ASSIGNMENT.

- (A) Permanent transfers which involve a shift change shall be made in accordance with Article 19, (Shift Assignments and Shift Differentials).
- **(B)** In making temporary transfers, the Employer shall attempt, when appropriate, to avoid shift changes or to make such in accordance with Article 19, (Shift Assignments and Shift Differentials). Cases in which this will not be possible include temporary transfers for training purposes.

SECTION FOUR. No transfer whether temporary or permanent shall be made for disciplinary purposes.

SECTION FIVE. FACILITY/INSTITUTION ASSIGNMENT. The Employer may transfer an employee to another facility/institution whenever such transfer is necessary for the provision of proper patient/client care or for the carrying out of agency programs and responsibilities.

The Employer will not transfer an employee where such transfer creates an unreasonable hardship on the employee.

No employee shall be transferred to another facility/institution without four (4) weeks written notice except in emergency situations.

SECTION SIX. NEW EMPLOYEE ASSIGNMENT DURING THE WORKING TEST PERIOD. At the time of hire, a new employee shall receive a copy of his/her official job specification. The Employer may make such training assignments as she/he deems in the best interest of the agency, whether or not such training is

specified in the official job specification. The employee shall be advised of the time the Employer intends the training period to end and the approximate date of his/her assignment to a regular shift. Management may make temporary assignments to work in a higher classification for the purpose of training. Such assignments shall not be made with the intent of avoiding overtime. Such assignments shall not be grievable.

SECTION SEVEN. POLICY AND PROCEDURE MANUALS. Agencies shall make available manuals containing all Governmental Regulations applicable to such agencies.

SECTION EIGHT. JOB SPECIFICATIONS.

Upon request, the Employer shall provide each employee with a copy of the written job specifications applicable to the classification occupied by the employee, and any approved revision of such specification.

ARTICLE 19

SHIFT ASSIGNMENTS AND DIFFERENTIALS
SECTION ONE. SHIFT DIFFERENTIAL. Eligible
employees, as specified below, who work a shift where the majority
of hours falls after 3:00 p.m. before 7:00 a.m. shall be entitled to
shift differential. Payment shall be made for all hours worked during
the eligible shift.

SECTION TWO. WEEKEND DIFFERENTIAL. 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. Weekend differential shall be paid for all hours worked when the majority of shift hours fall on the weekend.

SECTION THREE. DIFFERENTIAL AMOUNT.

Shift and weekend differential for all eligible bargaining unit employees (including part-time employees under 20 hours) shall be established at five percent (5%) of Step Two of the appropriate Salary Group.

Shift differential for all eligible LPN's and Registered Nurses (including part-timers under 20 hours) shall be established at fifteen percent (15%) of Step Two of the appropriate Salary Group.

SECTION FOUR. ELIGIBILITY FOR SHIFT AND WEEKEND DIFFERENTIAL.

- (1) All employees in classifications in Salary Group 25 and below;
- (2) Notwithstanding the above, Section Four (F) of the State Coalition Agreement on Pay Equity will govern in determining whether a classification is eligible for shift and /or weekend differential payment.

SECTION FIVE. Weekend differential shall be paid only for hours worked and not on leave time. Shift differential shall be included in pay for vacation, holiday, sick leave and personal leave days, but not in pay for compensatory time taken in lieu of overtime payment.

For those employees who work rotating shifts, for vacation purposes, the amount of shift differential shall be based on the average shift differential paid for the last two (2) pay periods preceding the vacation. For holidays, sick leave and personal leave days, shift differential shall be paid if the employee is working on second or third shift at the time.

SECTION SIX. No employee shall be required to work split or broken shifts. A split or break in shift means an interval greater than the lunch or dinner break which in any event shall not exceed one (1) hour or the normal meal period, whichever is less. This provision shall not apply to employees on unscheduled workweeks or to exempt employees.

SECTION SEVEN. SHIFT ASSIGNMENTS. (A)

Except in emergencies, there shall be an interval of at least eight (8) hours between the regularly scheduled shifts of a full-time employee.

(B) After one (1) year of employment in a bargaining unit classification, an employee may request a change in shift. Whenever an employee with at least two (2) years of seniority requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists on the requested shift in

the classification in which he/she is then working. In general, no application for employee shift change will be accepted within one (1) year of the effective date of an employee initiated shift change.

(C) When there are insufficient requests for permanent transfer to a shift, in selecting employees for permanent reassignment from one shift to another, the Employer will first seek volunteers who will be selected based on the Employer's judgment as to who is qualified to perform the required services and on the appropriate mix of skills on both shifts.

When the State cannot fill a shift vacancy as provided above (i.e., with transfer request or volunteers), the State shall fill the position with the least senior qualified person, provided that such person provides the State with the proper mix of experience and ability on the shift.

The Union shall have the right to grieve and/or arbitrate the reasonableness of any such transfer.

For part-time employees under twenty (20) hours per week, there shall be a separate seniority list for involuntary shift assignment changes. The least senior employee shall be transferred unless said transfer creates an undue hardship on the employee, in which case the next least senior employee shall be transferred.

(D) In all other respects, the provisions of Article 15 (Promotions and Lateral Transfers), shall apply to applications for shift change.

SECTION EIGHT. Rotating shifts at Riverview Hospital and High Meadows shall be discontinued on July 1, 1987, unless the Union agrees to continue them.

A mutually agreed upon schedule at Waterbury Regional Center shall be implemented by July 1, 1987.

A mutually agreed upon schedule that will cover hours needed shall be implemented within thirty (30) days of the effective date of the contract for Registered Nurses at Southbury Training School who rotate shifts.

No new rotating shift schedule similar to the Riverview Hospital or High Meadows schedule shall be implemented.

SECTION NINE. OJE-SCOPE AGREEMENT.

Notwithstanding any provision of this Article to the contrary, any classification currently eligible for shift and/or weekend differential payments shall continue to be eligible upon the implementation of the OJE-SCOPE Agreement effective July 1, 1995. The purpose of this provision is to ensure that no employees' entitlement to shift and/or weekend differential payment is diminished as a result of the OJE-SCOPE Agreement.

ARTICLE 20

VACATION AND PERSONAL LEAVE

SECTION ONE. VACATION CREDITS. (A) For employees employed as of June 30, 1977, vacation accrual shall be:

0 to 20 years 1-1/4 days per month Over 20 years 1-2/3 days per month

(B) For employees employed on or after July 1, 1977, vacation accrual shall be:

0 to 5 years -1 day

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

- (C) Upon completion of six (6) full calendar months of service, an employee, full-time or part-time, may use such vacation as has accrued, subject to the provisions of this Article.
- **(D)** Employees who are regularly assigned to work schedules in excess of thirty-five (35) hours per week shall earn vacation on an hourly basis in accordance with such approved schedules

SECTION TWO. PERSONAL LEAVE. In addition to annual vacation, each full-time, permanent employee shall have three (3) days of personal leave of absence with pay in each calendar year. Use of personal leave days shall be for the purpose of conducting private affairs, including observance of religious holidays, or any other reason, and shall not be deducted from vacation or sick leave credits. Personal leave days not taken in a calendar year shall not be accumulated. Personal leave accrual and use for employees on a 35 + 5 or a 40 hour schedule shall be accrued and used based on eight (8) hour days.

Part time employees who work twenty (20) hours or more shall receive pro-rata personal leave days.

SECTION THREE. No employee will carry over more than ten (10) days of vacation leave to the next year, provided however, that in exceptional circumstances, agency permission may be granted to carry over more than ten (10) days. Such permission shall not be unreasonably denied.

For employees hired on or before June 30, 1977, the maximum accumulation of vacation shall be one hundred twenty (120) days. For employees hired on or after July 1, 1977, the maximum accumulation shall be sixty (60) days.

SECTION FOUR. If an employee is sick while on vacation leave, the time shall be charged against credited sick leave if supported by a medical certificate.

SECTION FIVE. REQUESTS FOR TIME OFF.

- (A) Normally individual vacation days and personal leave days will be requested five (5) or more days in advance, but an employee may request such time with twenty-four (24) hours notice for each day requested, except less for an emergency situation. Such vacation days and personal leave days will be granted whenever patient/client care needs permit, provided, however, that while the number of employees who will be absent on a specific day may certainly be a factor in granting or denying a request, the possibility that some voluntary overtime coverage may be required shall not be the basis for denying such request.
- **(B)** Except for the provisions of Section Six, management shall either approve or deny an employee's request for vacation and personal leave days within seventy-two (72) hours of receipt of the said request. When such request is received with less than seventy-two (72) hours notice, management shall either approve or deny the said request as soon as possible.
- (C) Management and the Union at each individual facility are encouraged to meet and devise specific procedures and guidelines for implementation of the process set forth in subparagraphs (A) and (B) of this Section.

- (D) If management and the Union are unable to resolve a dispute arising out of a specific request for either vacation days or personal leave days, the matter will be expedited to Step 2 of the Grievance Procedure
- (E) All paid leave time, including sick leave, shall be charged against the employee's leave records on an hour for hour basis.
- **(F)** An employee may take earned holidays, vacation or personal leave days in conjunction with one another or in conjunction with the employee's pass days, unless it interferes with patient/client care.

SECTION SIX. VACATION SCHEDULING. (A)

Employees at any time may request to take vacation for any time period.

In the event that more employees request the same vacation time off than can reasonably be spared for operating reasons, vacation time off will be granted based upon seniority, except that all employees shall be entitled to take at least one (1) week of their vacation in prime time. One week is defined as the period of at least five (5) days, but not more than seven (7) days, of scheduled work time between the employee's pass days.

Prime time is defined as the period beginning Friday of Memorial Day weekend through September 10th; and the period beginning November 20th through January 8th. Employees may elect to take their week of vacation during either the summer or the winter prime time period.

(B) To assist in the scheduling of vacation time off, departments, agencies, institutions or other local operating units will post on March 1st a seniority list. By April 1st, an employee must request a block of time of five (5) days or more in order to have seniority considered. An employee can request any time for the period of May 1 to May 1 of the next year. By April 21, the Employer will post the vacation schedule.

- (C) A second posting period will begin on August 1 when the Employer will again post the seniority list for the period October 1 through May 1. To have seniority considered during the second posting period, the employee must request a block of time of
- five (5) days or more by September 1st. An employee can request any time for the period from October 1 to May 1 of the next year. The vacation schedule for the second posting period shall be posted by September 21st.
- (D) Once vacation schedules are posted, they shall not be changed by the Employer except in extreme emergency, and there shall be no bumping on the basis of seniority. Employees who do not use the posting periods to request vacation shall be granted vacation at the time they request if operating needs permit. Vacations scheduled before the official posting period shall be reconsidered based on seniority during the official posting period.
- **(E)** Subject to other provisions of this Article, employees shall be permitted to take at least two (2) consecutive weeks of vacation if scheduling and seniority permit.
- **(F)** If an employee's properly submitted request for use of accrued vacation credits is denied, upon request the employee shall receive a written statement of the reasons for such denial
- **(G)** Employees are encouraged to use vacation credits in full days but may use them in minimum units of one (1) hour.

ARTICLE 21 HOLIDAYS

SECTION ONE. For the purposes of this Article, holidays are as follows:

- **(A) PREMIUM HOLIDAYS:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
- **(B) NON-PREMIUM HOLIDAYS:** Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day and Veteran's Day.

In continuous operations, New Year's Day, Independence Day and Christmas shall be celebrated on January 1, July 4 and

December 25 respectively, even if these holidays fall on Saturday or Sunday. Otherwise, if a holiday falls on Saturday or Sunday, it shall be considered celebrated on the day off granted in lieu thereof.

SECTION TWO. GENERAL PROVISIONS. (A)

If a holiday occurs while an eligible employee is receiving compensation benefits in accordance with Sections 5-142 or 5-143 C.G.S., no credit for the holiday shall be allowed.

(B) A holiday occurring when an eligible employee is on sick leave shall be counted as a holiday and not charged as sick leave.

SECTION THREE. PREMIUM HOLIDAYS. (A)

An employee who is required to work on a premium holiday shall be paid at the rate of time and one-half for all hours worked on the premium holiday shift, in addition to his/her regular pay for the day, unless the employee wishes to take compensatory time in lieu of the holiday pay in accordance with Section Six

. **(B)** Premium pay shall be paid for those shifts with the majority of hours on the premium holiday. In no event will a facility be required to make premium payment for more than a twenty-four (24) hour period.

SECTION FOUR. NON-PREMIUM HOLIDAYS. An employee who works on a non-premium holiday shall be paid at straight time and shall either receive compensatory time or be paid in accordance with Section Six.

SECTION FIVE. At educational institutions where the academic calendar specifies that a holiday is a regularly scheduled class day, an employee may be required to work on that day. If so, the Employer shall grant a compensatory day in lieu of the holiday.

SECTION SIX. COMPENSATORY TIME. (A) An employee who is scheduled to work on a holiday shall indicate in advance of the holiday whether he/she wishes compensatory time or pay for the holiday. If the employee makes a timely election for pay rather than compensatory time, pay for the holiday will appear in the paycheck for the pay period following the holiday. An employee who wishes compensatory time shall indicate, two (2) weeks in advance, which day he/she desires to take off.

- (B) If the employee wishes compensatory time, the Employer shall attempt to schedule a mutually agreeable day off within six (6) months of the holiday. If no mutually agreeable day off is scheduled, in the next thirty (30) days the Employer shall either schedule a compensatory day off or pay the employee his/her regular daily rate in lieu of the compensatory day. The Employer shall respond within seventy-two (72) hours to requests for compensatory time off under this section.
- (C) If a holiday falls on an employee's regular day off, the employee shall have the option of a day's pay or compensatory time. If the employee elects compensatory time, it shall be scheduled in accordance with paragraph (B).

SECTION SEVEN. OVERTIME FOR CALL-IN ON A HOLIDAY. Each full-time employee whose job does not require him/her to work on a holiday shall ordinarily receive the holiday off and shall receive his/her regular week's pay for the week in which the holiday falls. When such employee is called in to work on a holiday, he/she shall receive overtime pay at the applicable rate, in addition to regular pay for the holiday. If an employee is called in for less than four (4) hours, the employee shall also receive a compensatory day in lieu of the holiday.

SECTION EIGHT. PART-TIME EMPLOYEES.

Part-time employees who work five (5) days per week shall receive pro-rata holidays. Part-time employees who work less than five (5) days per week shall receive holiday pay when the holiday falls on their regularly scheduled work day.

SECTION NINE. MAJOR HOLIDAYS.

Major holidays are Thanksgiving, Christmas and New Year's Day. Each employee shall be scheduled to receive at least one of the three major holidays off. The schedule shall be adhered to provided that patient/client needs are met.

This provision shall not apply to part-time employees who were informed when hired that they would work holidays to relieve full-time staff.

Any change in the Employer's ability to grant vacation during periods in which the major holidays fall, as a result of this section, shall be discussed with the Union at the facility level.

ARTICLE 22 SICK LEAVE

SECTION ONE. Permanent full-time employees on the first of the month following employment shall be entitled to paid sick leave earned at the rate of eight and three-quarters (8.75) hours for each full calendar month of employment.

Part-time employees shall accrue sick leave on a prorata basis.

SECTION TWO. Pay for any day of sick leave shall be based on the employee's regularly scheduled hours of work for that day.

SECTION THREE. Sick leave will accrue for the first twelve (12) months in which an employee is receiving Workers' Compensation benefits.

SECTION FOUR. An employee shall be granted sick leave:

- (A) For employee medical, dental or eye examination or treatment for which arrangements cannot be made outside of working hours.
- (B) In the event of death in the immediate family when as much as twenty-one (21) hours of leave with pay shall be granted, chargeable to sick leave. Immediate family means husband, wife, domestic partner, father, mother, sister, brother, or child and also any relative who is domiciled in the employee's household. The definition of domestic partner shall be consistent with the definition for eligibility for pension purposes.
- (C) In the event of serious illness or injury to a member of the immediate family, as defined in (b) above, or a person who is a member of the employee's household for whom the employee must provide care, provided that not more than thirty-five (35) hours of sick leave per calendar year shall be granted for this purpose. If more than thirty-five (35) hours per calendar year are required for this purpose, the employee may request vacation, personal leave or holiday time. The employee will provide a medical certificate or equivalent documentation to substantiate the need for this additional leave and the Employer will attempt to grant the request.

- **(D)** For going to, attending, and returning from funerals of persons other than members of the immediate family, if notice is given in advance, provided not more than twenty-one (21) hours of sick leave per calendar year shall be granted therefor.
- **(E)** In the event illness or injury prevents the employee from reporting to work.
- **(F)** Twenty one (21) hours of paid leave deducted from sick leave will be provided to a parent at the time of the termination of pregnancy, adoption or taking custody of a child.
- (G) Leave hours granted under (B), (C), (D) and (F) above shall be prorated for permanent part-time employees.

SECTION FIVE. Advanced and extended sick leave may be granted in accordance with existing practice.

SECTION SIX. A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave.

SECTION SEVEN. An employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to State service on a permanent basis.

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

SECTION NINE. If an NP-6 employee is absent for thirty-five (35) or more consecutive work hours, the employee must submit a medical certificate or a letter from the doctor stating the date on which he/she saw the employee, the reasons for the absence, the date from which the employee was incapacitated, and the date on which the employee can return to work. If a P-1 employee is absent for thirty-five (35) or more consecutive work hours, the employee must submit a signed statement of the reasons for the absence.

SECTION TEN. When continued absences from work constitute an abuse of sick leave, the employee and the Union shall be notified in writing. After such notification, the Employer

may deny sick pay. Such denial of sick pay is subject to the grievance and arbitration provision of this Agreement. Continued abuse of sick leave will subject the employee to progressive discipline.

No employee shall be disciplined in any way for sick leave abuse on the basis solely of statistical evidence or mechanical application of the number of sick leave incidents. Discipline should be imposed only on the basis of an individual judgment, subject to the grievance procedure, that an individual has abused his or her sick leave privileges.

Sick leave which is used to supplement Workers' Compensation payment for injuries determined to be compensable shall not be considered in calculating the total amount of sick leave usage for purposes of this Section.

SECTION ELEVEN. LEAVE DONATION.

From time to time, on an as needed basis, NP-6 or P-1 bargaining unit members may donate their accrued vacation, personal leave and/or sick leave to a member of either the NP-6 or P-1 bargaining unit who has at least six (6) months of State service 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 Director of Labor Relations and shall be applied in accordance with uniform guidelines as may be developed by such Director.

SECTION TWELVE. Sick leave entitlement shall not accrue when an employee is absent from work without pay in excess of thirty-five (35) work hours in any calendar month.

SECTION THIRTEEN. Notwithstanding any other provision of this contract employees who work a 35 + 5 schedule or who work a 40 hour schedule shall accrue sick leave at a rate of 10 hours per month and shall be paid sick leave at the rate of eight (8) hours per day of sick leave use.

ARTICLE 23 LEAVES OF ABSENCE

SECTION ONE. These are the following categories of leave of absence without pay:

- (1) (A) Involuntary leave, defined as leave for disability illness (including maternity disability) or extreme illness involving the employee's immediate family (spouse, domestic partner, children or parents; the definition of domestic partner shall be consistent with the definition for eligibility for pension purposes) or adoption;
 - **(B)** Non-disability parental leave;
 - (2) Leave for good cause shown;
 - (3) Leave for the convenience of the employee.

An employee requesting leave shall do so in writing to the Personnel Office, specifying the type of leave and dates desired. Requests shall be made as much in advance as possible, but at least thirty (30) days prior to the starting date if possible.

Part-time employees under twenty (20) hours per week shall be entitled to involuntary leave as herein defined, except that the length of leave shall be one-half (1/2) of the full-time entitlement; all leaves other than involuntary leaves and parental leaves shall be at the sole discretion of the employer.

- **SECTION TWO. (A)** In the cases of involuntary leave, the leave of absence shall be with position and shift assignment held for up to one (1) year or the length of the employee's service, whichever is less, unless holding the shift creates undue hardship on the Employer. For part-time employees under twenty (20) hours per week, the leave of absence shall be up to six (6) months or the length of the employee's service, whichever is less. In cases of illness, the employee must provide the Employer with a medical certificate or an equivalent statement of a physician.
- (B) In the case of parental leave, the leave of absence shall be for up to twelve (12) months after the date of delivery, but it shall be with position and shift assignment held for only six (6) months after the date of delivery. Part time employees under twenty

(20) hours per week are entitled to this parental leave. Except that the length of leave shall be one half (1/2) of the full-time entitlement. In all cases however, the above leave shall not be taken in addition to the family leave provisions of Connecticut General Statute Section 5-248a.

An employee may request a leave for good cause, in accordance with the provision of Section Three, following expiration of the parental leave, except that such leave may be granted for a maximum of six (6) months.

SECTION THREE. Leave for good cause shown shall be granted to an employee who has completed the Working Test Period unless granting the leave would create a serious hardship for the Employer. Such leave shall be with position and shift held for thirty (30) days only, but may extend for up to one (1) year or the length of the employee's service, whichever is less.

After the thirty (30) day period, when an employee who has been on such leave is ready to return to work, reemployment shall be subject to the following:

- (A) The employee shall be placed on a reemployment list for his/her classification or a lower classification in the same series. Placement on the reemployment list shall be in seniority order following the name of the least senior employee on the list as the result of layoff.
- **(B)** An employee on the reemployment list following a leave shall have priority in filling vacancies over (1) all outside hires, (2) promotions to vacancies only at the facility from which the employee went on leave, and (3) requests for shift or lateral transfers provided he/she has greater seniority than the employee seeking the transfer.
- (C) To be eligible for reemployment: (1) the employee must be capable of returning to work and must have the ability to fully perform the duties of the positions; (2) nothing shall have occurred during the leave of absence which would have made the employee an unacceptable candidate for employment.

If the employee's most recent service rating was unsatisfactory at the time a leave for good cause was granted, prior to his/her return to work there shall be a meeting with the supervisor

to discuss those aspects of the employee's performance which need improvement. At this meeting, if the leave was granted to resolve a problem which impacted on the employee's performance, the employee shall indicate what steps have been taken to resolve the problem which he/she was on leave. The leave shall not, however, modify the effect of an unsatisfactory service rating on an employee work record.

SECTION FOUR. Leave for the convenience of the employee may be granted in the Employer's sole discretion. The employee may request that the leave be with position held, for not more than thirty (30) days.

Such leave is without reemployment rights. However, if an employee is rehired within one (1) year, credit for seniority up to the starting date of the leave shall be restored upon reemployment.

SECTION FIVE. In cases of involuntary leave due to illness or maternity disability, an employee will first use all accrued leave time except vacations. Use of accrued vacation time will be optional with the employee.

Other leaves will begin after the employee has used all accrued leave time except sick time.

SECTION SIX. Upon the expiration of a leave with position and shift held, an employee may request an additional leave of absence during which class and shift may or may not be held at the discretion of the Employer.

SECTION SEVEN. In the event an employee wishes to return to work prior to the expiration of a leave, he/she will give thirty (30) days advance notice to the Employer.

SECTION EIGHT. During the period of a leave without pay in excess of five (5) working days in the calendar month, the employee:

- (1) shall not be credited for length of service, except as provided in this Agreement;
- (2) shall not earn vacation or sick leave for that month except that for Vocational School Nurses, days without pay due to the schools being closed to students shall not be counted toward the above five (5) days for the purposes of determining vacation and sick leave accrual

ARTICLE 24 CIVIL LEAVE

SECTION ONE. CIVIL LEAVE. Civil leave (not Jury Duty) shall not be treated as time worked unless the court appearance is required as part of the employee's work. If a court appearance is required as part of the employee's work and requires the employee's presence beyond his/her normal work day, such time shall be paid in accordance with Article 13 (Hours of Work).

ARTICLE 25 JURY DUTY

- (A) All employees who have completed their probationary period and who are called to serve as jurors will receive their regular pay less their pay as jurors for each work day while on jury duty, which shall not include "on call" jury duty when employees are able to be at work. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Personnel Office of the Employer, and the Employer may request that the employee be excused or exempted from such jury duty if, in the opinion of the Employer, the employee's services are essential at the time of proposed jury service.
- **(B)** Time off for jury duty (not "on call") shall be arranged as follows:
- (1) If the employee is scheduled to work the day shift or evening or second shift, he/she shall be off on the shift occurring on the same day as the jury duty.
- (2) If the employee is scheduled to work the night or third shift, he/she shall be off on the shift immediately prior to jury duty.

(C) If an employee who works the day shift reports to jury duty and is released early so that court time and reasonable travel time to the work site (including time to stop at home if necessary) do not exceed three and one-half (3-1/2) hours in total, the employee shall report to the balance of day shift. If an employee who works the evening or second shift reports to jury duty and is released early so that court time and reasonable travel time (including time to stop home if necessary) do not exceed three and one-half (3-1/2) hours, the employee shall report to work for his/her regular work shift.

An employee who has been off the night or third shift immediately prior to jury duty shall not be required to report for additional work or make up the time if released early from jury duty.

ARTICLE 26 MILITARY LEAVE

SECTION ONE. A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training on an active duty basis only per General Notice 88-6, provided such leave does not exceed three (3) calendar weeks in a calendar year. Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. During such leave, the employee's position shall be held, and the employee shall be credited with such time for seniority purposes.

Other requests for military leave may be approved without pay. Nothing in this Article shall be construed to prevent an employee from attending ordered military training while on regularly scheduled vacation

SECTION TWO. In the time of war, or reasonable apprehension thereof, or riot or rebellion, any permanent employee, or any person who has been in the continuous employ of the State for a period of not less than one (1) year, and who is in the employ of the State at the time of his/her entry for a period of more than

sixty (60) days into the armed forces of the United States, or into the active military or naval service of the State, shall be paid one hundred (\$100.00) dollars by the State at the expiration of such period of sixty (60) days.

Any employee who leaves or had SECTION THREE. left state service for the purpose of entering the armed forces of the United States shall be reinstated in his/her former or comparable position and/or comparable duties, provided, within ninety (90) days after he/she has received a certificate of satisfactory service from the armed forces, he/she makes or has made application for return to the State service. The terms of employment in the service of the State shall be construed to include, in the case of such employee, the period of his/her leave from State service. In considering the factor of availability of work, the State shall replace by the returning employee an employee junior in service who was employed for the purpose of filling the position vacated by such returning employee. This Section shall not apply to any State employee who, because of volunteer reenlistment has been absent from such State service for a period of more than three (3) years in addition to war service or compulsory service and the ninety (90) day period herein before provided for.

ARTICLE 27 GROUP INSURANCE

SECTION ONE. HEALTH INSURANCE.

Until June 30, 2005, the State shall continue in force the health insurance coverage in effect on June 30, 2001, except as may be adjusted by the Joint Health Care Cost Containment Committee. Thereafter, the terms and conditions of health insurance coverage shall be negotiated on a coalition basis with all state employee unions, as required by Connecticut General Statutes Section 5-278.

SECTION TWO. LIFE INSURANCE. The existing group life insurance program shall continue in force for the duration of this Agreement.

SECTION THREE. INSURANCE FOR PART-TIME EMPLOYEES. For part-time employees who work less than twenty (20) hours per week of record on February 13, 1985, the State shall continue in force the health insurance coverage, if any, that it

provided previous to that date. Should such employees' schedules change to "intermittent/unscheduled" then their insurance coverage shall cease in accordance with existing practice.

For employees hired after February 13, 1985, eligibility for health insurance coverage will be limited to those individuals who are regularly scheduled to work at least seventeen and one-half (17-1/2) hours per week. The State agrees that it will not modify schedules of new employees for the sole purpose of avoiding payment of medical benefits.

ARTICLE 28 RETIREMENT

The terms and conditions of employee retirement benefits have been negotiated separately on a coalition basis by the State with all state employee unions and shall continue under the terms of that Agreement.

ARTICLE 29 WORK RELATED DISABILITIES

SECTION ONE. Upon presentation to the facility of an injury claim form and supporting medical documentation as the result of a claimed on-the-job injury, the employee shall continue to receive his/her regular biweekly salary.

- (A) In uncontested cases, the employee shall receive full pay for up to six (6) weeks and one-half pay thereafter until Workers' Compensation payments begin.
- **(B)** In no event shall the employee receive pay beyond the date of determination that an injury is not compensable by the Workers' Compensation office.

An employee shall have the option to use accrued leave to supplement the one-half pay received pending receipt of Workers' Compensation payments.

The employee shall receive his/her Workers' Compensation payments through the facility payroll office until such time as all adjustments have been made. Adjustments shall include (1) reimbursement to the agency of all pay received by the employee

under this Section, (2) reimbursement of payments for leave time under this Section, and (3) restoration of accrued leave for which reimbursement has been made.

SECTION TWO. MEDICAL BILLS. If an employee is billed directly for uncontested Workers' Compensation medical care, he/she shall immediately forward the bill to the Workers' Compensation Section of the Department of Administrative Services or such other office as the Employer may designate for the administration of such matters. The creditor shall be advised to submit such bills to that office. If a collection action is instituted against the employee for an uncontested Workers' Compensation related medical bill, the employee shall advise the Workers' Compensation Section or other such office as the Employer may designate; that office will contact the collection agent to advise him of the State's responsibility for payment.

SECTION THREE. For the first twelve (12) months in which an employee is receiving Workers' Compensation benefits, the employee shall continue to accrue sick leave and vacation.

SECTION FOUR. The Employer will continue to pay the applicable current contributions for life insurance and hospital and medical insurance for the period of time the employee is on a work related disability leave under Section One of this Article.

SECTION FIVE. An employee who has been granted a work related disability leave shall have position and shift assignments held for up to six (6) months or for the period of time allowed by the facility practice existing on June 1, 1986, whichever is longer. Otherwise, the employee shall have the right to return to a position in the same or equivalent classification and shift held before being disabled, provided that he/she is fully capable of performing the duties of that position.

SECTION SIX. Following recuperation from a compensable injury or illness when an employee's physician certifies he/she is capable of returning to selective duty and the Workers' Compensation Unit so requests, an employee may be assigned to selective duty for up to thirty (30) calendar days under the following conditions:

- (A) The employee may be assigned to any work the employee is capable of performing whether or not such duty is in the employee's regular job classification.
- **(B)** Such selective duty consists of productive assignments.
- (C) Such selective duty can be found without fear of further injury to the employee.
- **(D)** The Employer shall make a good faith effort to provide such selective duty; however, the final determination shall be made by the Employer.

A second period of selective duty up to thirty (30) days may be authorized when it is determined by the Workers' Compensation Unit that it is in the mutual best interests of all concerned.

Additionally when it is determined that an employee cannot return to full duty after the second thirty (30) day period of selective duty but will be able to return within the next thirty (30) days if granted a last extension, an employee may, subject to independent medical certification and at the discretion of the Department of Administrative Services, be granted the final period of selective duty.

Funding through the appropriations for Workers' Compensation claims shall be available to the Department of Administrative Services for fifty (50) selective duty positions. The Department of Administrative Services shall promulgate necessary guidelines for administering the program which shall include the allocation of positions to the health care agencies for appropriate selective duty assignments.

If there is no selective duty available, the employee shall be referred back to the Workers' Compensation Unit until the doctor certifies the employee's ability to return to normal duty. The employer may provide retraining for an equivalent position which the employee will be able to perform if the employee cannot return to the previous job.

SECTION SEVEN. In the event of a finding by the Employer that an employee is exposed to or has come in contact with an active, compensable, communicable or contagious disease in the course of his/her employment, the Employer shall take whatever action he/she deems necessary and practicable to immunize or medicate said employee from said disease. Such treatment shall be provided to the employee and his/her immediate family at no cost to the employee and with no loss of pay or benefits to the employee. The employee shall have the right to refuse such treatment. In the event of such refusal, the Employer may place such employee on home status with or without pay. If home status is without pay, the employee may use his/her earned time account. Such decision is not grievable.

SECTION EIGHT. Where the Employer has reasonable cause to believe a potential for infectious disease exists, he/she may require treatment for all employees potentially affected by such disease. In the event an employee refused such treatment, the Employer may transfer said employee to a location not likely to be affected by the contagion. Job selection and duration will be determined by the Employer, and the employee shall not suffer a loss in pay by accepting such assignment. Such transfer shall not be grievable.

ARTICLE 30 INDEMNIFICATION AND LICENSE FEE

SECTION ONE. The State shall continue to indemnify an employee for damage or injury, not wanton or willful, caused in the performance of his/her duties and within the scope of his/her employment as provided by Sections 4-165 and 19a-24 of Connecticut General Statues.

SECTION TWO. The State shall provide counsel to an employee who is sued for malpractice, provided that the employee was acting within the scope of his/her employment and was not acting in a willful or wanton manner.

In cases where the State is also a defendant and where there is a potential conflict of interest on the part of attorneys for the State, the employee may request that the State provide reasonable attorney's fees and private counsel.

under this Sec deciding quest scope of his/he	etion shall be su tons of whether a or employment or give due weigh	e's obligations to pubject to expedited an employee was act in a willful or wan that to the remedial	
requires a pro employment an primarily for	fessional license d who uses such State business	(A) An employ or certification, as license or certification shall be reimburse of such license or ce	
	is section three does not apply to part-time entry (20) hours per week.		
provided in Servalidated license. In no license that w	SECTION FOUR. Reimbursement of provided in Section Three shall be processed upon precise and a copy of the invoice for pricense. In no event shall the State reimburse an incense that was either obtained or renewed prior period of State employment.		
	ART	TICLE 31	
	TRAVEL REIMBURSEMENT		
		An employee who hall be reimbursed a	
	<u>7/1/01</u>	<u>7/1/02</u>	
Breakfast	\$7.00	\$ 8.00	
* Lunch	9.00	10.00	

provide counsel arbitration. In cting within the nton manner, the purpose of the

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license fees as presentation of a payment of said employee for a to the current

is required to at the following

	<u>7/1/01</u>	<u>7/1/02</u>	
Breakfast	\$7.00	\$ 8.00	
* Lunch	9.00	10.00	
Dinner	19.00	20.00	

Applicable to out of state travel or when authorized in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services.

An employee who is required to remain away from home overnight in order to perform regular duties of his/her position, may be reimbursed for lodging expenses in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services, but in no event shall be lower than

seventeen (\$17.00) dollars in state and twenty-one (\$21.00) dollars out of state. Advance approval must be obtained, except in emergencies.

An employee who is involved in transporting a patient/client during the lunch period and who must stop for lunch with the patient/client shall be reimbursed up to seven dollars (\$7.00) for the cost of his/her lunch.

SECTION TWO. An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the current GSA mileage rate. When employees are required and do utilize personally-owned vehicles to transport patients/clients in excess of two days in a workweek they shall be paid \$4.50 per day vehicle use fee. Such fee shall be paid for each day that the employee is required to use his/her personal vehicle in the performance of such State business.

Employees shall be notified of the minimum insurance requirements prior to using their personal vehicles in the performance of duties. In an emergency situation, an employee who uses his/her personal vehicle to attend to a patient/client shall be reimbursed regardless of the insurance requirement.

ARTICLE 32

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION ONE. A grievance shall be defined as a dispute or complaint involving the application, interpretation or the alleged violation or breach of this Agreement. A grievance will not be deemed to have been filed until it is reduced to writing.

SECTION TWO. A Union representative, with or without the aggrieved employee, may submit a grievance and the Union may in appropriate cases submit an "institutional" or "general" grievance on its own behalf. When individual employee(s) or group of employees elect(s) to submit a grievance without Union representation, the Union's representative or delegate shall be notified of the pending grievance, shall be provided with a copy thereof, and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the delegate present, and so states at the start of the meeting, the delegate shall not attend the meeting but shall be provided with a

copy of the written response to the grievance. The delegate shall be entitled to receive from the Employer all documents submitted in evidence pertinent to the disposition of the grievance within seventy-two (72) hours from the time of the request, if practicable, and to file statements of position.

Individual employees may file their own grievances with or without the aid and assistance of a Union representative or delegate. Individual employees may not, however, submit said grievance to arbitration until they have signed a Waiver of Union Representation form developed and provided by the Union. Upon execution of said Waiver of Union Representation, individual employees may submit to arbitration cases involving dismissal, disciplinary demotion or suspension of five (5) working days or greater. Only Union representatives and/or delegates are permitted to represent employees in other grievance meetings including investigatory interviews, predisciplinary hearings and other related matters.

SECTION THREE. GRIEVANCE PROCEDURE.

STEP 1. Within twenty-one (21) calendar days after the employee and/or the Union delegate knew or reasonably should have known of the cause of the grievance, an employee having a grievance and/or his/her Union delegate or representative shall submit said grievance, reduced to writing, to the agency head or his/her designee. Nothing herein shall preclude discussion of an issue with a supervisor.

The written grievance shall specify as much as possible: a) the issue; b) the date of the alleged violation; c) the contract provision thought to be violated; and d) the relief sought. Institutional grievances which involve more than one agency will begin at Step 2.

Within ten (10) days of receipt of the written grievance the agency head or his/her designee shall hold a meeting with the Union delegate and the grievant and issue a written response within seven (7) calendar days. Where practical the Step 1 meeting will be held at the facility where the grievant works or at a mutually satisfactory site (as agreed upon by the Union and the Agency).

If a written grievance is not filed within the time limit above, the grievance shall be deemed waived. A grievance may be expanded upon submission to Step 2 however it may not be expanded following such submission.

STEP 2: When the Step 1 answer does not resolve the grievance, the grievance may be submitted by the Union and/or the grievant to the Office of Labor Relations within five (5) work days of the Step 1 response. A representative from the Office of Labor Relations will hold a meeting with the Union designee and the grievant within twenty-one (21) calendar days of receipt of the grievance appeal and issue a written response within seven (7) calendar days of the meeting. Grievance responses shall, at a minimum, summarize the reasons for the conclusions reached and the answer given.

A copy of the notice of a Step 2 meeting shall be mailed to the delegate provided that the delegate so requests and includes on the grievance form his/her address. Periodically, the State shall bill the Union for postage for such mailing.

STEP 3: Within fourteen (14) calendar days of the State's Step 2 answer or fourteen days following the date a Step 2 answer was due an unresolved grievance may be submitted to arbitration by the Union, but not any individual employee(s), except individual employees may submit to arbitration in cases of dismissal, disciplinary demotion or suspension of five (5) working days or greater.

SECTION FOUR. Grievance meetings shall include documentation of what witnesses would relate in the form of statements or other offers of proof.

SECTION FIVE. The parties by mutual agreement may extend time limits; the State may waive to the next step any and all the steps cited. Failure of the delegate and/or the grievant to attend either a scheduled Step 1 or Step 2 meeting shall not constitute a waiver of rights nor extend the time limits within the grievance process.

SECTION SIX. In the event that the State Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits thereof shall apply as if the Employer's answer had been timely filed on that last day.

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

SECTION SEVEN. Arbitration. The parties established a panel of six (6) arbitrators, who are experienced in health care and public sector labor relations. Submission to arbitration shall be by certified letter to the Labor Relations Director or Union.

Twenty-one (21) days after receipt of a notice of intent to arbitrate, if the matter has not been resolved, a hearing date shall be arranged; the parties will attempt to have the matter heard within the next forty-five (45) days. At least one (1) day per month shall be pre-scheduled for hearing arbitration cases as mutually designated by the parties.

The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union. However, in dismissal or suspension cases where the Union is not a party, one-half the cost shall be borne by the State and the half by the employee submitting to arbitration.

When the question of arbitrability has been raised by either party as an issue prior to the actual hearing, the arbitrator may hold separate hearings and will in any event determine the issue of arbitrability prior to rendering a decision on the merits.

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

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

The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose

any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties jointly agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with the Connecticut General Statutes Section 52-418. The parties reserve their right of judicial review under C.G.S. Section 52-418.

SECTION EIGHT. Notwithstanding any contrary provision of this Agreement, the following matter shall be subject to the grievance procedure but not subject to arbitration: disputes over an employee's job classification (reclassification grievances), and the final resolution of such grievances shall be by a four (4) person panel composed of two (2) Agency Personnel Directors and two (2) Union appointed representatives who are knowledgeable in the State's classification system and procedures. Such conferences shall be held expeditiously.

The following matters shall not be subject to the grievance and arbitration procedure: (a) classification and pay grade for newly created jobs; however, this clause shall not diminish the Union's right to negotiate on pay grades; (b) any incident which occurred prior to this Agreement, with the understanding grievance filed which antedate this Agreement shall not be deemed to have been waived by reasons of execution of this Agreement.

SECTION NINE. The parties agree that certain grievances submitted to arbitration may lend themselves to an expedited arbitration. Expedited arbitration shall be by mutual agreement.

SECTION TEN. Payment of interest shall be made in accordance with Connecticut General Statutes Section 5-276b, as enacted as of July 1, 1993.

SECTION ELEVEN. LATE ARBITRATION AWARDS. On those cases in which an arbitrator fails, without permission of the parties, to render a decision within the contractual time limits: a)

The arbitrator shall be dropped from the panel following a second late award. b) The arbitrator shall not be paid following a second late award.

SECTION TWELVE. The conferences of the grievance procedure and arbitration hearings shall be closed to the public unless the parties mutually agree otherwise.

ARTICLE 33 DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

SECTION ONE. No permanent employee or employee as provided in Article One Section Four, who has completed the Working Test Period shall be disciplined except for just cause. Discipline shall be defined as dismissal, demotion, suspension, reprimand or warning.

All reprimands or warnings shall be in writing and placed in the employee's personnel file in accordance with Article 37 (Personnel Records). Unless an employee has been given a written reprimand or warning, which is placed in the employee's personnel file, the employee shall not be considered to have been reprimanded or warned.

SECTION TWO. Unless otherwise provided under Regulation 5-240, an employee shall be given three (3) days written notice with pay prior to the effective date of any disciplinary demotion, suspension or dismissal. The Employer will notify the Union in writing of any discharge, suspension or demotion concurrent with the written notice to the employee. Such written notice shall cite the reasons for the discipline, the effective date of discipline and notice of right of appeal. If the Union or the employee desires to grieve the disciplinary action, written notice thereof shall be given in compliance with Section Three within fourteen (14) days of receipt of such notice, or else the grievance is waived, notwithstanding any provision in the Agreement to the contrary.

SECTION THREE. All discharge grievances will be submitted at Step 2 of the grievance procedure. All other disciplinary grievances will be submitted at Step 1. By mutual

agreement, a grievance under Section Two may be expedited to the next higher level.

SECTION FOUR. Upon written request by the Union to be filed no sooner than seven (7) days following the date the decision to discipline is made, the State will provide to the Union, within seven (7) days of receipt of the request, that information which was obtained and used to arrive at the discipline decision. It is herein agreed that as much relevant information as possible will be provided to the Union so long as the statutory rights to privacy, of individuals receiving services, are respected and ensured.

SECTION FIVE. The State reserves the right to discipline employees, and such discipline may include discharge for breach of the No Strike Article. If the Employer establishes that the employee breached the No Strike Article, the arbitrator shall have no power to alter or modify the discipline imposed.

SECTION SIX. EMPLOYER CONDUCT FOR DISCIPLINE. Whenever it becomes necessary to discipline an individual employee, the supervisor vested with said responsibility shall undertake said talks in a fashion calculated to apprise the employee of his/her shortcomings, while avoiding embarrassment and public display.

SECTION SEVEN. In cases where the appointing authority determines it to be in the best interests of the State to place an employee on administrative leave of absence while the determination concerning employee discipline is being decided, such leave of absence shall be with pay and shall not exceed two (2) months. Except as otherwise required by law or court order an employee's placement on administrative leave shall not be reported to the licensing agency unless it has been determined by the employer that the employee has committed a reportable offense and discipline has been imposed.

SECTION EIGHT. INVESTIGATORY INTERVIEW. An employee who is being interviewed concerning an incident or action which may subject him/her to disciplinary action shall be immediately notified of his/her right to have a Union delegate or other Union representative present, provided this provision shall not unreasonably delay completion of the investigatory interview. This

provision shall be applicable to the investigation before, during or after the filing of a charge against an employee or notification to the employee of a disciplinary action.

The provisions of this Section shall not be interpreted to prevent a supervisor from questioning employees at the scene of the incident.

SECTION NINE. Whenever practicable, the investigation, or discipline of employees shall be scheduled in a manner intended to conform with the employee's work schedule, with an intent to avoid overtime. When any employee is called to appear at any time beyond his/her normal work time and actually testifies, he/she shall be deemed to be actually working. If the employee's representative is on duty at the time of the meeting, the employee's representative shall be released for the meeting with pay.

SECTION TEN. In the event reinstatement with back pay is ordered for an employee, "wages" shall be interpreted to include normally scheduled hours.

SECTION ELEVEN. Prior to suspending or terminating an employee, the Employer shall provide the said employee with an opportunity for a "pretermination hearing", in accordance with the decision of the Supreme Court in <u>Cleveland v. Loudermill</u>, 470 US 532 (1975). At such "pretermination hearing", the Employer shall:

- (A) apprise the employee the charges against him/her;
- **(B)** explain to the employee the evidence regarding the charges against him/her; and
- (C) provide the employee with an opportunity to respond.

SECTION TWELVE. In any "pretermination hearing" conducted by the Employer for the purpose of fulfilling the requirements of Section Eleven herein, the employee shall be advised of his/her right to Union representation.

SECTION THIRTEEN. No employee shall be disciplined for the commission of a crime unless the crime is related to that employee's work or work performance.

ARTICLE 34 WORKER'S RIGHTS AND SAFETY

SECTION ONE. The Employer shall maintain safe and healthy working conditions. The Employer agrees to take reasonable measures to provide a work environment which minimizes the risk of injuries to employees.

SECTION TWO. (A) The Employer shall adhere to its safety policies, including those dealing with heavy lifting.

- **(B)** No employee shall be required to work on, with or about an unsafe piece of equipment or under an unsafe condition. Except when there is a clear and present danger to the employee, an employee must follow the rule -- work now, grieve later. No employee shall be disciplined for bringing health and safety problems to the attention of the Employer.
- (C) The Union shall cooperate with the Employer in the carrying out of all the Employer's safety measures and practices for accident prevention. In furtherance of the safety goals of the parties, employees will perform work in conformance with the Employer's safety rules and shall report known safety hazards.

Each supervisor shall take prompt and appropriate action to report and/or correct, if possible, any unsafe conditions or actions which are reported to or observed by the supervisor.

(D) Employees shall perform their duties in a safe and efficient manner. It is further agreed by both parties that too great an emphasis cannot be laid on the need for safe working conditions. The Union agrees that employees shall use the health and safety equipment provided by the Employer.

SECTION THREE. Employees assigned to "one-to-one's" shall not be considered as part of the general ward staff. Situations requiring increased levels of observation for clients or patients shall be a subject for discussion at labor-management or safety committees.

SECTION FOUR. The Union shall be notified at least two (2) weeks in advance of any permanent reduction in staffing levels on the wards/units, unless the reduction includes a change in

work schedules in which case three (3) weeks notice shall be given. Upon request, the Union shall have the right to discuss the safety impact of such decisions and may process a grievance alleging that an unsafe condition results.

SECTION FIVE. (A) The Employer shall provide training in the use of equipment and restraints normally used in the course of the employee's duties relating to patient/client care. Such training may be on-the-job training by other qualified staff.

(B) The State shall provide all current staff and all new employees, including professional staff who have direct contact with clients/patients with assaultive and/or aggressive behaviors with approximately twenty-one (21) hours of initial training in the prevention and management of assaultive and aggressive behaviors. All training will be conducted consistent with the principle of the least intrusive appropriate intervention and the safety of clients/patients and staff. Thereafter each employee shall receive an annual five (5) hour refresher course. Attendance at such training will be considered as work time.

Such training shall include both verbal and "hands-on" training. A program will be in place for new employees hired after January 1, 1987, who require such training.

The course content will be designed to substantially reduce patient/client injuries and workers' injuries which result in absence from work. Joint Labor-Management committees, one at the Department of Mental Retardation and one at the Department of Mental Health and Addiction Services, composed of three (3) members named by the Union and three (3) members named by the State who shall discuss matters related to this training.

The current training in the Department of Children and Youth Services will continue in accordance with this section

The Labor-Management committees may meet yearly upon either party's request to assess its effectiveness and/or for purposes of discussing other alternatives which may achieve the goals outlined within subsection (b) of this Section.

(C) The Employer and the Union recognize that in some situations staff may have to work alone, as long as there is not

unnecessary danger to staff. In those patient/client care situations in which an employee must work alone, there will be an established procedure for summoning help if needed. Representatives of management and the Union shall meet to discuss procedures at each facility.

- **(D)** Ability shall determine who will assist in emergencies such as Code 99's or restraining aggressive patients.
- (E) The Employer shall provide two (2) hours of mandatory training on Acquired Immune Deficiency Syndrome (AIDS) and other infectious diseases on an annual basis to every employee during working hours. The State shall meet with the Union to discuss course content.
- **(F)** The Employer shall furnish the Union, annually upon request, with a report documenting all such training.
- (G) The Employer shall provide the mandatory training in CPR as required by JCAHO in appropriate agencies and in accordance with DMR policy in The Department Of Mental Retardation. Employees not required to have CPR training under the above standards will be permitted to attend such training on a space available basis provided the State shall not incur any replacement cost as a result of attendance at such training.
- (H) Labor-management safety committees shall discuss community-based safety issues and develop appropriate training program(s) for employees who have direct contact with clients in community-based programs. The committees shall endeavor to have a program established and training to begin not later than March, 1995.
- (I) The Employer shall furnish cell phones (or some comparable communications device) to employees charged with the responsibility of transporting patients/clients. The issuance of these devices shall be solely based upon need and circumstances as determined by the employing agency. Financial and budgetary restrictions may influence the extent to which these devices are available.
- SECTION SIX. (A) The Employer shall maintain a program of infectious and communicable disease control and employees shall cooperate with the Employer's program. Such

cooperation shall include, but not be limited to, immediate reporting of any suspected infectious or communicable disease among staff or patients or clients, and carrying out all precautionary measures instituted by the Employer.

- **(B)** The Employer shall advise employees when the Employer knows they are exposed to infectious or communicable diseases and assist them in taking preventive measures which are consistent with patient/client care responsibilities.
- (C) The Employer shall provide an Annual Exposure Control Plan in accordance with OSHA Standards.
- (D) The Employer shall furnish the Form WC-207 to all employees who have been exposed to blood or bodily fluids from patients/clients. All such incidents shall be carefully documented by the employee involved in the incident and such employee shall be informed by his/her Employer that:
- (1) voluntary testing and counseling shall be provided by the Employer free of charge on a confidential basis; and
- (2) that the Employer make available any and all pertinent treatment at no cost to the employee.
- **(E)** All employees shall be informed by the Employer of the standard procedure for getting Hepatitis B vaccine as required by federal OSHA standards.
- **(F)** The State shall furnish employees with preemployment and periodic tuberculosis testing in accordance with OSHA requirements. Until the standards under OSHA have been developed and issued, the standards established by The Center For Disease Control shall govern.
- **SECTION SEVEN.** (A) The Employer shall provide the Union with a list of potentially dangerous chemicals which it knows are used at the work site, and upon request, shall meet to discuss precautions required for safe use of such chemicals.
- **(B)** Copies of the annual OSHA accident report shall be provided to the Union upon request.

SECTION EIGHT. Whenever diagnostic work, testing or medical or dental treatment is to be performed on a client/patient, excluding inmates, the patient will go to the testing/treatment area unescorted only when it is deemed appropriate in the judgment of the ward/unit charge or nursing supervisor. Otherwise, the patient will be escorted by appropriate direct care staff. The technician performing the test/treatment can request additional assistance as circumstances require.

SECTION NINE. In the furtherance of this Article, the Employer and the Union agree to the establishment of a Safety Committee at each facility employing more than one hundred (100) Health Care Bargaining Unit members, composed of two (2) members each of NP-6 and P-1, and appropriate members of management. Such Committee shall meet for two (2) hours monthly to discuss problem areas and methods of improving health and safety conditions at the facility. Union representatives shall receive time off with pay to attend. Agendas will be exchanged seventy-two (72) hours in advance of each meeting.

SECTION TEN. Where a State agency maintains an employee clinic, the clinic will be available for employees who need emergency medical care while on duty. The clinic will provide a free physical examination to those employees who are required to have them, according to the standards set by the Superintendent or Director of the Agency, or where a job specification requires same. The examination will include all tests required according to standard medical practice and judgment.

SECTION ELEVEN. In the event an employee sustains an injury while at work which requires medical attention, the Employer shall provide emergency medical attention either at the facility or a suitable medical facility.

SECTION TWELVE. The following expedited grievance procedure shall govern safety grievances:

STEP I. Grievances shall be filed in writing to the appropriate agency head/designee. A copy shall be submitted concurrently to the facility, as applicable. Within ten (10) days after

receipt of the grievance, a meeting will be held between the Agency head/designee and the Union and a written response issued seven (7) days thereafter.

STEP II. An unresolved grievance must be appealed to the Director of Personnel and Labor Relations within seven (7) days from the response to Step I. The Office of Labor Relations shall set aside at least one day per month for hearings on safety issues. The grievance filed at this step shall automatically be scheduled on the next hearing date following submission provided that the grievance was received at least one (1) week prior to such hearing date. A written response shall be issued seven (7) days thereafter. Such answer may include referral for further investigation by the Safety Advocate.

ARBITRATION. An unresolved grievance may be submitted to arbitration. The arbitrator shall not have the authority to mandate the hiring of additional staff but may fashion other remedies as the situation may require.

The parties agree to send urgent safety issues to expedited arbitration.

Safety grievances regarding physical facilities are grievable under the safety procedure but are not arbitrable unless jurisdiction over the issue is declined by Connecticut OSHA.

In the event that the State Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits thereafter shall apply as if the State Employer's answer had been timely filed on the last day.

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

ARTICLE 35

TRAINING AND TUITION REIMBURSEMENT AND QUALITY OF WORK LIFE

SECTION ONE. The Employer, through its agencies, recognizes the responsibility to provide on-the-job training as well as relevant education and training opportunities for its employees.

SECTION TWO. The State will provide reasonable advance notice of any training opportunities to all employees, and such notice shall encourage interested employees to apply for the training. Seniority shall be considered as a factor in selection in determining the composition of upward mobility training classes.

Sections One and Two of this Article shall apply to part-time employees under twenty (20) hours; however, their participation in Tuition Reimbursement shall be provided in Section Three (c).

SECTION THREE. TUITION REIMBURSEMENT. (A)

Any employee who has completed six (6) months of service and is continuing his/her education in a job-related area, or in an area that will assist the employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of nine (9) credits or the equivalent per semester.

(B). There shall be a joint (P-1/NP-6) fund for the purpose of tuition reimbursement. This joint fund shall have \$550,000 appropriated on or about July 1 of each contract year.

Funds that are unexpended in one contract year shall carry over into the next contract year provided however, that the tuition reimbursement fund will expire on the expiration date of this Agreement. The previous sentence notwithstanding, applications for tuition reimbursement which are submitted and approved within the final six (6) months of this Agreement may be paid, within the remaining available funds up to three (3) months following expiration of this Agreement.

(C) Part-time employees under twenty (20) hours who have at least four (4) years of continuous service shall be entitled to participate in the tuition reimbursement program, except that the amount of reimbursement shall be fifty percent (50%) of the amount specified in this Section. Up to six (6) months of leave of absence shall be counted as time worked for this provision. A fund of \$5,000 shall be established for these employees and the same application and processing procedures for tuition reimbursement shall apply.

- **(D)** The Employer and the Union shall agree to a formula for the allocation of portions of the tuition reimbursement fund to each agency employing bargaining unit members. By mutual agreement, allocations to some (or all) of the agencies may be pooled and administered jointly on a centralized basis. Each agency shall designate a tuition reimbursement coordinator to administer its allocation of the fund.
- (E) An employee applying for tuition reimbursement must submit the appropriate forms to the agency's tuition reimbursement coordinator not less than two (2) weeks prior to the start of the course. Incomplete or incorrect applications shall not be accepted, but shall be returned to the employee. Applications which are complete and correct shall be processed on a first come, first served basis, until all of the allocated funds are committed. Any additional applications shall be placed on a numbered waiting list according to date received. Within thirty (30) days of receipt of an application, the agency shall notify the employee in writing that the application has been approved, denied or placed on the waiting list, indicating its assigned number.
- **(F)** Applications for tuition reimbursement for courses offered at non-accredited institutions shall be subject to approval of the Personnel Development section of the Department of Administrative Services, prior to submission to the agency tuition reimbursement coordinator.
- (G) Following approval of a tuition reimbursement application, an employee shall notify the Employer if he/she decides not to take the course(s) or to drop a course(s), so that funds may be utilized for another employee within the agency. Upon presentation of evidence of payment and successful completion of the course(s) the employee shall receive tuition reimbursement as follows:

Full tuition reimbursement equal to 75% of the per credit rate for undergraduate and graduate courses at the University of Connecticut, Storrs, however such reimbursement shall not exceed the actual cost of each course.

The employee shall submit the documents necessary for reimbursement as expeditiously as possible, following completion of the course(s). The Employer shall process tuition reimbursement payments as expeditiously as possible.

- **(H)** For purposes of this Section, tuition reimbursement means any fees payable to the educational institution, except textbooks.
- (I) At the end of each fiscal year, all uncommitted funds shall be pooled and used to reimburse employees on a combined, statewide waiting list based upon the date of receipt of the original application by the agency tuition reimbursement coordinator.

SECTION FOUR. COMBINED EDUCATION AND TRAINING FUND. Effective July 1, 2001, a combined Education and Training Fund of \$382,000 per contract year shall be established. Funds that were not expended during the contract expired June 30, 2001 will be rolled over into the new contract. The fund shall combine the purposes of the following preexisting funds:

- (A) CAREER MOBILITY FUND. Funds a bank of leave hours for employees who are pursuing a higher education degree. The cost of such leave hours to be deducted from the Combined Education and Training Fund shall be \$20.00. This program is not intended to replace or fund any existing programs.
- **(B) RECRUITMENT AND RETENTION EDUCATION FUND.** Provides for educational programs related to the following bargaining unit classification series where the State has determined there is a recruitment and retention problem: nursing, occupational therapy, physical therapy, pharmacy, speech therapy and any other related health care fields. The fund is available for such things as service-payback loans, educational leave with service agreements, and other educational assistance agreements.
- (C) P-1 SPECIAL WORKSHOP FUND. Funds professional workshops suggested and arranged through the Education and Training Committee on topics of professional interest to bargaining unit employees. Proposals for workshops are jointly submitted by Union and management and may originate at the facility, Agency, or State level. Upon Committee approval, the originating parties shall be responsible for coordinating the workshop.

- (D) P-1 NURSING EDUCATION FUND. Funds college credit courses in the fall and spring semesters required for the attainment of a Bachelor's of Science degree in Nursing by Registered Nurses. Attendance at such courses will be on the employee's own time. State facilities will be available to conduct the classes whenever possible.
- (E) P-1 SOCIAL WORK EDUCATION FUND. Provides for tuition expenses for social workers in the Department of Mental Retardation who enroll in a special educational program as outlined in Section Eleven of this Article.

The Director of Personnel and Labor Relations and/or designee and the Union shall meet and discuss goals and objectives for the use of this fund consistent with the purpose of each. The Education and Training Committee will be responsible for establishing guidelines in accordance with such goals and objectives, subject to the approval of the Director of Personnel and Labor Relations or designee.

SECTION FIVE. EDUCATION AND TRAINING COMMITTEE. The parties shall establish a joint Labor-Management committee to be chaired by the Administrator (referenced in Section Seven) and composed of five members of the NP-6/P-1 bargaining units and five agency representatives. The purpose of the Committee will be to oversee education and training-related activities under this contract. The committee shall:

- (A) Select recipients who will receive Education and Training funds.
- **(B)** Review and allocate moneys quarterly for P-1 bargaining unit employees for special workshops funded under the Combined Education and Training Fund.
- (C) Review and monitor courses and/or programs funded under the Combined Education and Training Fund, or by special agreement through tuition reimbursement.
 - (D) Assist in the selection of vendors/contractors.
 - (E) Track students' progress.

- **(F)** Develop a system for selecting employees who will receive release time for Career Mobility or other release time programs.
- (G) Conduct needs assessments and develop plans to meet these needs.
- (H) Make recommendations to the Union and State as of March 1 of each contract year for transfers of uncommitted moneys from any tuition or workshop fund to another fund. Upon agreement of the State and the Union, uncommitted moneys from one fund may be transferred to supplement another Fund during the term of this Agreement.
- (I) Coordinate QWL training activities with other programs.
- (J) Monitor usage of the Combined Education and Training Fund and develops guidelines to insure that all funds are distributed equitably.
- **(K)** Make a recommendation regarding disputes over the use of Education and Training Funds.

The appropriate agency shall prepare requests for proposals, develop contracts and apply the proper procedures to ensure payment to vendors. The Personnel Development Unit may assist when necessary.

SECTION SIX. CONFERENCE AND WORKSHOP FUNDS. (A)

(A) There shall be a combined NP-6/P-1 \$380,000 appropriated on or about July 1 of each contract year for attendance by bargaining unit employees with more than six (6) months of service at professional seminars, workshops or conferences.

Each employee shall be entitled to a maximum of seven hundred fifty (\$750) reimbursement per contract year toward the cost of fees, travel, food and lodging related to attendance at such events. The entitlement may be combined once in any two year period. Reimbursement for travel, food and lodging shall be consistent with Article 32 (Travel Reimbursement) of the Agreement and applicable

State travel regulation. Funds not reserved for seminars, workshops or conferences by March 1 of each year may be transferred to the joint tuition reimbursement fund, upon request of the union.

Funds committed for workshops/conferences in one fiscal year shall carry over to the next fiscal year.

- (B) Requests for attendance at professional seminars, workshops or conferences must be submitted to the agency head at least three (3) weeks in advance. Upon approval, the agency head shall forward the request to the Comptroller at least two (2) weeks in advance of the attendance. The Employer shall give due consideration to requests which cannot be submitted in accordance with the specified time limits.
- (C) If an employee who has had a conference/workshop approved does not attend such, notice of cancellation shall be provided to the facility's business office, which shall promptly notify the Comptroller of said cancellation.

As soon as possible, but not more than thirty (30) days following the conference/workshop, the employee shall submit a claim for reimbursement on the appropriate form and send 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/conference was scheduled, the funds committed for that activity shall be released and made available for others.

- **(D)** A pattern of unreasonable denial of any employee's request to attend workshops/conferences may begrieved through the second step of the grievance procedure.
- (E) Management shall attempt to share information on conferences/workshops with interested employees, consistent with the local procedure for distribution of that type of material. However, management cannot be responsible for removal of notices from bulletin boards or failure of others to forward information.
- **(F)** Part-time employees under twenty (20) hours in the P-1 bargaining unit who have at least one (1) year of continuous service shall be entitled to participate in the Conference and

Workshop Fund described in this Section, except that the amount of annual entitlement shall be \$175 and employees shall attend such programs on their own time. The facility will attempt to make equivalent hours available. A fund of \$5,000 shall be established for these employees and the same application and processing procedures in this Section shall apply.

(G) Part-time employees under twenty (20) hours in the NP-6 bargaining unit who have at least one (1) year of continuous service shall be entitled to participate in the Conference and Workshop Fund described in this Section, except that the amount of annual entitlement shall be \$175 and employees shall attend such programs on their own time. The facility will attempt to make equivalent hours available. A fund of \$5,000 shall be established for these employees and the same application and processing procedures in this Section shall apply.

SECTION SEVEN. ADMINISTRATION OF FUNDS.

All combined Education and Training Funds and Quality of Work Life Funds authorized by this Article shall be administered by the Steering Committee as established in Section Five of this Article.

Proposals for the use of these funds shall be jointly submitted by the union and Management and may originate at the local or Agency level and be submitted to the Steering Committee for consideration.

The State and the Union shall jointly contract an individual or organization to provide administrative leadership or organization for this Steering Committee. This individual or organization shall be paid from funds provided in this Article 35.

There shall be a combined NP-6/P-1 Quality of Work Life Fund of \$350,000 appropriated on or about July 1 for each contract year. Funds not expended in one contract year shall be carried forward into the next contract year and added to that year's allocation. Funds not expended from the contract, which expired on June 30, 2001, shall rollover into the successor agreement.

SECTION EIGHT. CHANGE IN JOB CLASSIFICATIONS DURING THE TERM OF THE CONTRACT. (A) If the minimum qualifications for an employee's job classification are changed, the employee shall not be demoted as a result thereof.

- **(B)** If the minimum qualifications for classifications in the employee's classification series are changed, the following steps shall be taken:
 - (1) Notification to the employee.
- (2) Upon request, counseling as to the new requirements for promotion within the series.
- (3) Priority consideration for use of tuition reimbursement and conference/workshop funds.

In addition, the Employer will cooperate in adjusting a P-1 or NP-6 employee's work schedule to enable the employee to pursue the training necessary to meet the new minimum qualifications for classifications in the series. An affected P-1 or NP-6 employee shall, upon request, be granted a leave for good cause subject to the provisions of Article 23 (Leaves of Absence), Section Three.

SECTION NINE. FIELD SERVICE LEAVES FOR P-1 EMPLOYEES. In addition to the above, Field Service Leaves may be established to provide an opportunity for employees to benefit from on-going professional development through service activities in field settings. The Field Service Leave will be restricted to an activity or activities of direct benefit to the agency. To be eligible, members must submit a proposal, in writing, outlining the plan of service activity. All applicants must have a minimum of five (5) years of State service and be at the Masters or Ph.D. level. Selection will be made by the respective Commissioners. Employees will receive regular pay during the period of Field Service Leave and Conference and Workshops, plus compensation in accordance with State Travel Regulations.

SECTION TEN. SABBATICAL LEAVE FOR P-1 EMPLOYEES. For each year of this Agreement one (1) research scientist/specialist per Department (DMHAS OR DPH) may be granted a sabbatical leave, either for one (1) year at half pay or six

(6) months at full pay. In order to receive such a leave, a research scientist/specialist must have completed six (6) years of full-time service. Applications for such leave shall be made to the appropriate Commissioner and shall specify, in detail, the nature of the project or lecture trip to be undertaken and the value of such to the scientist/specialist and the institution. Application must be made at least ninety (90) days in advance of the anticipated leave. Not more than three (3) sabbatical leaves may be granted during the term of the Agreement.

SECTION ELEVEN. P-1 SOCIAL WORKERS AT THE DEPARTMENT OF MENTAL RETARDATION. (A) Eight (8) social workers currently employed by the Department of Mental Retardation and matriculated in a MSW program with a course load of at least two (2) courses, shall be granted one (1) day (7 hours) per week of release time for the purpose of attending classes. In the event an individual completes or drops the pursuit of the MSW degree, an employee in their region or facility may be substituted.

- **(B)** The Department of Mental Retardation may provide additional time off, during working hours, as needed, through flexible working hours, at the sole discretion of the Regional or Training School Director.
- (C) Ten (10) additional social workers currently employed by the Department of Mental Retardation meeting the requirements as stated in (A) shall be granted three and one-half (3.5) hours per week of release time for the purpose of attending classes or preparing for classes.

ARTICLE 36

LABOR MANAGEMENT COMMITTEES

SECTION ONE. The parties agree that upon request there shall be Agency-wide Labor-Management Committees. Such committees will be composed of not more than five (5) designees of the Employer and five (5) designees of the NP-6/P-1 Health Care Employees represented by the Union.

SECTION TWO. The parties agree there shall be a Labor-Management Committee each of the major facilities/institutions. Such committees will be composed of four (4) designees of the Employer and four (4) designees of the NP-6/P-1

Health Care Employees represented by the Union. Upon request by the Union, there will be separate committees for P-1 and NP-6 of three (3) designees of each party. SECTION THREE. Each of the committees will meet no less than quarterly to discuss matters of mutual concern. Agendas will be exchanged seventy-two (72) hours in advance of any meeting. Employees shall suffer no loss of SECTION FOUR. regular pay or benefits as a result of participation in committee activities.

SECTION FIVE. The subject of professional staff to patient ratios shall be a topic of discussion at Labor-Management Committee meetings with members of the P-1 bargaining unit

SECTION SIX. PROFESSIONAL ETHICS. (A)

The parties affirm their commitment to deliver health services which conform to prevailing standards of professional ethics as promulgated by the relevant professional societies and the certification/licensure standards

- There shall be a standing joint Labor-Management Professional Ethics Committee which shall meet at least four (4) times a year, or more frequently if necessary. The committee shall be composed of five (5) representatives from the P-1 bargaining unit appointed by the Union and five (5) representatives appointed by the State. Such representatives shall reflect the professional disciplines included in the P-1 bargaining unit.
- The purpose of the committee shall be to study and make written recommendations to affected State agencies on ethical issues raised by members of the P-1 bargaining unit and LPN's in connection with their employment, based on promulgated professional ethics or licensure/certification standards. Staffing shall be excluded from the committee's jurisdiction.

ARTICLE 37

PERSONNEL RECORDS

An employee's personnel file or SECTION ONE. "personnel record" is defined as that which is maintained at the agency level, exclusive of any other file or record, provided,

however, in certain agencies which do not maintain personnel files or records at the agency level, the defined file or record shall be that which is maintained at the institution level.

SECTION TWO. An employee covered hereunder shall, on his/her request, be permitted to examine and copy, at his/her expense, all materials, in his/her personnel file, other than preemployment material or other material that is confidential or privileged under law. However, an employee shall be allowed to examine and copy, at his/her expense, all materials which he/she prepared and/or signed. The Employer reserves the right to require its designee to be present while such file is being inspected or copied. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee. The Union shall have access to any employee's records which are relevant to a pending grievance or arbitration case. The Employer reserves the right to determine relevancy. Disputes concerning relevancy shall be resolved by the arbitrator.

SECTION THREE. No disciplinary material shall be placed in an employee's file unless the employee has had an opportunity to sign it and has received a concurrent copy. If the employee refuses to sign, a Union delegate shall sign indicating receipt prior to placement of the disciplinary material in the file.

Disciplinary material which is not merged in the service rating next following shall remain in the file no more than eighteen (18) months unless another disciplinary action is taken.

SECTION FOUR. This Article shall not be deemed to prohibit supervisors from maintaining written notes or records of an employee's performance. An employee shall receive a copy of his/her annual service rating or other written evaluation of his/her work performance concurrently with the placement of the service rating or other evaluation in his/her personnel file.

SECTION FIVE. No material from any source other than the personnel file referred to in Section One above shall be used as the basis for any personnel matter which reflects negatively on an employee's record. However, the Employer may merge information from other sources and place it into the personnel file under the procedures applicable in Sections Two and Three.

ARTICLE 38 SERVICE RATINGS

The procedures and practices associated with Service Ratings will henceforth comply with and be governed by State Personnel Regulation Section 5-237-1, printed in the Appendix. Effective July 1, 2001, Service Ratings will not be subject to appeal under the Grievance Procedure. Since said ratings are not subject to the grievance procedure, the failure to grieve does not constitute a waiver of the employee's right to challenge the appropriateness of said rating in any disciplinary action based upon performance.

Recognizing that both the employer and the Union may find the service rating a beneficial document in advocating a particular issue, the ratings shall be permissible documents of evidence in proceedings between the parties.

Discipline taken against an employee that is performance based must be supported by just cause if grieved by the employee/union. In situations where an annual increment is withheld based upon substandard performance, the burden to demonstrate the appropriateness of such denial lies with the employer, if said denial is contested.

ARTICLE 39 PAST PRACTICES

SECTION ONE. PRACTICES CONSISTENT WITH THE CONTRACT. Any changes in or discontinuation of an unwritten past practice concerning wages, hours or other conditions of employment not covered by this Agreement shall be subject to a test of reasonableness. The questions of:

- (A) whether or not there is in fact a valid, current past practice in effect, and
- **(B)** the reasonableness of the change or discontinuation may be submitted to arbitration in accordance with the provisions of Article 32 (Grievance Procedure).

SECTION TWO. OTHER PRACTICES. A practice that violates the contract may be discontinued by the Employer with notice to the Union and the affected bargaining unit employee(s). The Employer will meet and discuss the practice with the Union, upon written request, prior to discontinuation.

ARTICLE 40 MEALS AND HOUSING

SECTION ONE. MEALS. (A) The rates charged to employees for meals shall be as follows:

Breakfast	\$ 3.00
Lunch	5.00
Dinner	5.00

(B) The State expressly reserves the right to provide or not to provide meals to any employee who is not in "loco parentis" status and to terminate such services with sixty (60) days notice.

SECTION TWO. HOUSING. The State shall have the right to establish rental rates for employees in State-owned housing. Such rental rates shall be based upon appraisals conducted by or for the State which will establish fair market values for the properties.

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

The State expressly reserves the right to provide or not provide State-owned housing to any employee, including the selection among applicants and the termination of occupancy in accordance with the Regulation on Assignment and Termination of State Housing as they may be amended from time to time.

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

ARTICLE 41 MISCELLANEOUS

SECTION ONE. PRINTING. The parties will share the cost of printing the Agreement in booklet form, by a Union printer.

SECTION TWO. During the life of this Agreement, the Employer shall not increase the cost to employees for uniforms and equipment.

SECTION THREE. COUNSELING AND ADVICE. An employee may request advisory counseling from a supervisor relative to his/her duties or patient/client relationships whenever appropriate. This will not be deemed to jeopardize the employee's position.

SECTION FOUR. PERSONAL DOCUMENTS. Ordinarily, the Employer shall place documents of a personal nature, sent through interdepartmental mail, enclosed and sealed in an envelope to insure confidentiality.

Where possible, memoranda or letters from a supervisor to an employee and service ratings will be handed to the employee.

SECTION FIVE. EXAMINATION ANNOUNCEMENTS. Examination announcements will be posted on official bulletin boards and sent to designated Union delegates within twenty-four (24) hours of receipt at the facility.

SECTION SIX. IDENTIFICATION CARDS. Where identification cards are required by the Employer, they will be furnished by the Employer subject to appropriate rules governing use of such cards.

SECTION SEVEN. PARKING. Parking will be provided to employees within the limits imposed by available physical space. The responsibility for regulating parking of private vehicles on State-owned or leased property shall be the sole responsibility of the Employer.

RETIREMENT OR DEATH. Upon Retirement under Chapter 66 of the Connecticut General Statutes or death of an employee who has completed ten (10) years of state service, the Employer shall pay to the employee or his/her beneficiary one-fourth (1/4) of the employee's daily salary for each day of sick leave accrued to his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days pay.

SECTION NINE. DAMAGE TO **PERSONAL PROPERTY.** Present policies on damages to personal property will continue. Eyeglass frames and lenses will be replaced in kind, if possible, or by items of equal value. The Employer shall handle claims in an expeditious manner.

SECTION TEN. ACCREDITATION. When an accrediting agency is scheduled to conduct a survey or other inspection of a facility, the Employer shall request that a member of the Professional Health Care (P-1) Bargaining Unit accompany the survey or inspection team. If that is not possible because of the rules of the accrediting agency, the Employer shall request that the team meet with a representative of the bargaining unit.

SECTION ELEVEN. HOUSEKEEPING AND MAINTENANCE DUTIES. Regarding NP-6 employees, it is understood that direct patient care Employees shall continue to perform necessary and assigned housekeeping duties. However, such duties shall not supplant the needs of patients and/or client care. Regarding P-1 employees, the Employer and the Union agree that housekeeping duties of direct patient care staff will only be those necessary to maintain immediate sanitary conditions.

SECTION TWELVE. RESIGNATION. Any employee who intends to resign shall give written notice as much in advance as possible and preferably at least three (3) weeks prior to the effective date.

SECTION THIRTEEN. ADEQUATE WORK SPACE-P-1.

With regard to P-1 members, the Employer shall attempt to provide adequate work space within existing facilities for professional employees to carry out their responsibility for patient/client care, counseling of families, and/or the preparation of necessary reports and documents. Disagreements shall be referred to the Labor-Management Committee and are not subject to the grievance and arbitration procedure.

SECTION FOURTEEN. STATE VEHICLES. Current employees assigned State vehicles for field work will retain their vehicles so long as there is no significant change in job duties or the location of job assignment in a manner that eliminates the rationale for a vehicle.

SECTION FIFTEEN. TARDINESS. No employee shall suffer disciplinary action due to a legitimate emergency which necessitates absence from the job or tardiness, provided satisfactory evidence of such emergency is presented to his/her supervisor on the next working day following the absence or tardiness. The appointing authority shall, upon the employee's request, have the right to charge such absence or tardiness to earned time excluding sick leave. The appointing authority may dock said employee for time not worked where there is evidence of abuse of the above or habitual tardiness. Lateness charges for employees shall be made only for time actually late. Such lateness charges shall be accumulated according to agency practice. Employees have the right to review their records of lateness charges.

SECTION SIXTEEN. CHAPLAIN'S HOUSING. For the purpose of meeting the qualifying requirements of the Internal Revenue Code, Section 107(2), the Employer designates as housing allowance, thirty-five percent (35%) of salary paid to chaplains.

SECTION SEVENTEEN. BEEPERS AT THE LABORATORY OF DVA. The laboratory at the Department of Veteran's Affairs will have one long range beeper, to be issued to whomever has the on call assignment, as long as the agency requires such service.

ARTICLE 42 SAVINGS CLAUSE

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

ARTICLE 43 ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any

subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunities are set forth in this Agreement.

Therefore, the State and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 44 SUPERSEDENCE

Inclusion of language in this Agreement concerning matters formerly governed by law, regulation or policy directive shall be deemed a preemption only of those sections specifically addressed in the provisions of this Agreement. Accordingly, those sections of written policies promulgated by the Department of Administrative Services, Comptroller, Office of Policy and Management, and the agency head or his/her designees or agent of the Governor shall be deemed superseded if addressed by specific provisions of this Agreement. The State will bargain collectively to the extent required by law before implementing any change in written policies involving wages, hours and conditions of employment promulgated by the Department of Administrative Services, Comptroller, Office of Policy and Management, or agency head or designee or agent of the Governor that are not otherwise superseded by this Agreement, notwithstanding any contrary provisions of Article 43.

Statutes or regulation shall be construed to be superseded by this Agreement as provided in the Supersedence Appendix or where, by necessary implication, no other construction is tenable.

The Employer shall prepare a Supersedence Appendix listing any provisions of the Agreement which are in conflict with any existing statute or regulation for submission to the Legislature. The Union shall be consulted in the preparation of the Supersedence Appendix.

ARTICLE 45 DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 2001, and shall expire on June 30,2005.

ARTICLE 46 PSYCHOLOGIST

Psychologists presently employed by the State of Connecticut who would be affected by the application of Connecticut General Statutes Section 20-187a and/or 20-195 shall not have their employment conditions affected in any way by such application. This Article shall remain in full force and effect until such time as the Connecticut General Assembly acts to supersede this provision. At that time, the act of the Legislature shall be controlling.

ARTICLE 47

ESSENTIAL EMPLOYEES

Whenever the Employer closes one or more facilities early or opens late via a declaration of unusual weather or other circumstances, those employees deemed essential who cannot be released or are not allowed to arrive late shall be paid at a rate one and one-half $(1 \frac{1}{2})$ times their regular rate of pay for all hours worked during the release day/period.

MEMORANDUM OF AGREEMENT VOLUNTARY DEMOTION

- 1. The parties agree that the last paragraph of Section Four of Article 15, Promotions and Lateral Transfers shall be interpreted that for noncompetitive positions, an employee who has achieved permanent status in the higher class, may take a voluntary demotion to a class in the same classification series even though the employee may have skipped a level in the series progression, or a new level was created since his/her appointment to the higher class.
- 2. "Classification series" represents those classes which are in an exact line of progression. The career path is clearly delineated in specification content and movement from one level to another constitutes the normal avenue for advancement. For example, Mental Retardation Worker 1, Mental Retardation Worker 2, Lead Mental Retardation Worker, Supervising Mental Retardation Worker 1, Supervising Mental Retardation Worker 2.
- **3.** Any disputes over the composition of a classification series shall be resolved by the Personnel Services Division, DAS-Personnel and Labor Relations.

MEMORANDUM OF AGREEMENT RE: ON CALL AGREEMENT AT THE ROCKY VETERANS' HOSPITAL

During the term of this Agreement, employees presently in the job classification that takes "call", i.e., Medical Technician II and Supervisor Clinical Lab Services will continue to receive two hours pay per "on call" period. One Technician per "on call" period will receive this compensation. These employees are: Medical Technician IIs - Chris Lavigne, and Marge Wilt. Supervisor Clinical Lab Services - James Hardin.

When other employees are hired or promoted into these positions, the compensation will revert to the contract payment.

MEMORANDUM OF AGREEMENT CORRECTIONAL MEAL ALLOWANCE P-1 and NP-6 employees assigned to a Department of Correction facility shall receive either the meal or the meal allowance currently in effect at that facility. The monetary meal reimbursement shall be five dollars (\$5.00) per meal for each shift actually worked. In the event an employee is required to work unanticipated overtime after his/her regularly scheduled shift a

MEMORANDUM OF AGREEMENT RE: SICK LEAVE

sandwich and a beverage, prepared by a staff member, will be

arranged in lieu of the meal allowance.

Historically, the State has utilized the suspension as one form of disciplinary action to deal with employee absenteeism problems. The parties acknowledge that using suspension as a form of discipline when dealing with absenteeism does not always provide an incentive to the employee to improve his/her attendance. In addition, such suspension may create a hardship for the Employer in its ability to fulfill its mission.

It is, therefore, agreed that the Employer may substitute a final warning in lieu of a suspension. This Agreement should not be construed to preclude management's prerogative to suspend or not suspend in this or any other instance.

MEMORANDUM OF AGREEMENT RE: RECRUITMENT AND RETENTION

During the term of this Agreement, if the State wishes to provide additional compensation to certain classifications for purposes of recruitment and retention, the State and the Union will meet and discuss the proposed increase. If, after thirty (30) days of discussions, no agreement has been reached, the State may implement the additional compensation.

Furthermore, in accordance with the above the State may provide additional compensation for certain assignments within classifications for purposes of recruitment and retention.

MEMORANDUM OF AGREEMENT BARGAINING UNIT WORK Dear Mr. Brown:

As discussed during the contract negotiations for a successor Agreement to the 1997-2001 Agreement, the State acknowledges that its management is primarily employed to manage, guide and administer the business of State Government. It therefore, is not designed nor intended that management function in such fashion as to replace its bargaining unit employees or routinely do bargaining unit work. Such demarcation of duties, while not absolute, is intended within the boundaries of feasibility and practicality.

/s/ R.L. Curtis /s/ J.P. Brown

For the State, 3/15/01 For the Union, 3/12/01

MEMORANDUM OF AGREEMENT LABOR - MANAGEMENT COMMITTEES

Dear Mr. Brown:

Article 36 - Labor Management Committees - establishes agency-wide labor-management committees that are to address and discuss matters of mutual concern. Three specific subjects that are identified as appropriate topics of mutual concern are: 1) caseloads 2) office space and 3) alternative work schedules (e.g. flextime). Where these topics are addressed in labor-management settings without satisfactory resolution the parties shall have access to non-binding fact-finding as a final step for conciliation. The Union shall be represented at fact-finding by their designated staff. The State will be represented by a designated representative from the Office of Labor Relations.

/s/ R.L. Curtis /s/ J.P. Brown

For the State, 3/15/01 For the Union, 3/12/01

MEMORANDUM OF AGREEMENT FUNCTIONAL JOB DESCRIPTIONS

Dear Mr. Brown:

During negotiations for a successor contract to the 1997-2001 collective bargaining agreement, an issue concerning "Functional Job Descriptions" was raised by the Union.

The "functional" descriptions are an agencies' device used to describe in some detail the duties of employees. They are also used as a basis for competency evaluations needed for facility certification procedures.

Where there is a question concerning whether these "functional" descriptions exceed the boundaries of an individual's job specification, the Union retains and may exercise its right to have a job audit conducted. In situations where the audit verifies duties, responsibilities and functions outside and in excess of requirements of the job specification, the State shall either adjust the specification, create a new specification or eliminate the foreign job duties/functions. Any adjustment, modification, or development of specifications would trigger an evaluation and review of the job expectations for grade identification.

/s/ R.L. Curtis /s/ J.P. Brown

For the State, 3/15/01 For the Union, 3/12/01

AGREEMENT BETWEEN

THE UNIVERSITY OF CONNECTICUT HEALTH CENTER AND

NEW ENGLAND HEALTH CARE EMPLOYEES UNION DISTRICT 1199

The State of Connecticut, University of Connecticut Health Center and the New England Health Care Employees Union-District 1199 hereby agree as follows:

1. The parties mutually agree that a forty (40) hour work week is established for all positions in the following classifications a UConn Health Center:

Nurse Aide

Licensed Practical Nurse

Surgical Technician

OR Instrument Technician

Respiratory Therapist

Respiratory Therapist Technician

OR Anesthesia Technician

Dental Assistant (effective 10/11/96)

Lead Dental Assistant (effective 10/11/96)

Dental Lab Technician 2 (effective 10/11/96)

Dental Lab Technician 1 (effective 10/11/96)

Pharmacy Technician (Effective 8/1/97)

- 2. Employees placed on an agreed upon forty (40) hour work schedule will accrue and charge all time on the basis of an eight (8) hour workday. All leave time will be charged on an hour for hour basis. Personal Leave will be twenty-four (24) hours per year.
- 3. In the future, other positions may be placed on a forty (40) hour workweek in accordance with Article 13, Section One of the contract.
- 4. Employees in classifications that remain on a thirty-five (35) hour workweek will be considered full time for all purposes under the 1997-2001 collective bargaining agreement.

- 5. Any new job classifications established at the Health Center will be assigned a forty (40) hour workweek with accruals as in paragraph 2 above.
- 6. This agreement will not terminate with the expiration of the collective bargaining agreement.

FOR THE UNION FOR THE STATE

/s/Dan Strahanich /s/Peter W. Allen

6/30/97 7/7/97

FOR THE HEALTH CENTER

/s/ Karen Duffy Wallace7/14/97

MEMORANDUM OF AGREEMENT

RE: DEPARTMENT OF CHILDREN AND FAMILIES

AND

NEW ENGLAND HEALTH CARE UNION DISTRICT 1199

RIVERVIEW HOSPITAL CONSOLIDATION

The Department of Children and Families and District 1199, New England Health Care Union, SEIU AFL-CIO, as a result of an innovative mediation/facilitation process regarding the consolidation of three (3) psychiatric hospitals into Riverview Hospital for Children and Youth, have agreed to the following:

This Agreement shall be effective when ratified and signed by the parties involved, and remain in effect until or unless altered by mutual agreement of the parties.

HOSPITAL SHIFTS

The established shifts for the Riverview Children and Youth Hospital shall be

7:00 AM - 3:30 PM 2:45 PM - 11:15 PM 11:10 PM - 7:10 AM

*Exception only for incumbent Clinical Nurse II on nine (9) hour shifts.

38 HOURS WORK WEEK

Incumbent Riverview and Altobello direct care staff hired prior to June 1, 1993 shall maintain their every other weekend off schedule.

Riverview and Altobello direct care staff will work an average of 38 hours per week based on an average over two pay periods; 72 hours for one pay period and 80 for the second pay period.

HOUSATONIC EMPLOYEES

Direct care Housatonic employees shall maintain their forty (40) hours schedule with every third weekend off.

Upon implementation of the Reduction in the Unscheduled Weekend Overtime Agreement, Housatonic employees may voluntarily elect to move to an every other weekend, forty (40) hour week schedule.

EDUCATION BANK

The Hospital and the Union agree to establish an Educational Release Bank of 2,300 hours per year for a three year period for the training and retraining of NP-6 Employees.

Guidelines for the use of this bank will be developed by the Labor/Management Committee which will meet by July 15, 1993.

COMMUNITY-BASED INITIATIVE

Due to the changing nature of delivery of services to clients, the DCF is committed to utilize where appropriate NP-6 and P-1 bargaining unit members to staff future community-based initiatives, e.g., RESPITE CARE and other programs.

Representatives of the Department and Union will meet to discuss such programs.

Children Services Unit Supervisors, Lead CSW's, and Children Services Specialists will be utilized in functions within the Hospital, RESPITE CARE program, or at other DCF facilities at their current levels.

STANDARD EVERY OTHER WEEKEND OFF

The Hospital and Union agree that it is a shared goal to standardize an every other weekend off, forty (40) hour work week for nursing direct care staff at the Hospital except for specific exceptions as outlined in this agreement.

In order to achieve this goal, the parties recognize that a system must be developed that provides proper and safe weekend coverage and <u>SIGNIFICANT REDUCTION IN UNSCHEDULED WEEKEND</u> OVERTIME.

The parties agree to meet immediately upon ratification of this Agreement with the facilitator in a Labor/Management meeting(s).

The parties agree to explore all options including but not limited to setting a minimum of weekends worked; or developing a quota system that sets limits of scheduled time off on weekends; and the Hospital seeking additional part-time employees to assist in weekend coverage to limit weekend overtime or mandatory overtime.

Nothing shall preclude that parties from developing other mechanisms, e.g., flexible weekend schedules, other innovative schedules to obtain these goals now or at a future date.

Moreover, the parties agree to work toward a final agreement no later than October 1, 1993.

VOLUNTARY 40 HOUR WORK

Riverview and Altobello direct care staff shall have the opportunity to voluntarily increase their hours of work to forty (40) hours per week at the time of the opening of the hospital.

Employees electing to work a forty (40) hour workweek shall work this schedule for a thirty (30) day trail period before this schedule shall be made permanent.

REGISTERED NURSE SCHEDULES

The Hospital shall reclassify six RN positions to six Psychiatric Nurse Supervisor positions who will function as the hospital unit clinical/administrative Supervisor. Unit-based Nurse

Supervisors shall work Monday through Friday (flexible), forty (40) hour week, every weekend off schedules.

The Hospital shall maintain two House Nurse Supervisors per shift (total six). House Nurse Supervisors shall work a 38-1/4 hour workweek; 8-1/2 shifts (5/4, 5/4) every other weekend off.

The Hospital shall reclassify six Registered Nurse positions to Six Clinical Nurse Coordinators. Clinical Nurse Coordinators shall work a first shift, Monday through Friday, 7:00 AM to 3:30 PM, forty (40) hours per week, every weekend off schedule.

The Hospital shall reclassify six Registered Nurse positions to six Head Nurse positions. Head Nurses shall work second shift, 38-1/4 hours per week.

Incumbent CN II's and Head Nurses may elect the option to work a forty (40) hour week. Registered Nurses hired after June 1, 1993, shall work a forty (40) hour every other weekend off schedule.

ACCRUALS

Accruals will be based upon an employees official workweek, i.e.,;

40 Hours = 8 hours accrued 38 Hours = 7.6. hours accrued 36 Hours = 7.2 hours accrued

Holiday accrual shall be at eight (8) hours. Personal Leave Days shall accrue at 24 hours.

Conversion of leave balances of days to hours will be based upon an employee's official workweek (following the thirty (30) day trial period.)

CLINICAL DEPARTMENT

P-1 Clinical staff shall maintain their current flexible work schedules, unless modifications are agreed to in the Labor/Management meeting.

The Hospital and Union Agree:

That an incumbent Supervising Psychologist I shall be reclassified to a Supervising Psychologist II and designated as the Department Chief.

That an incumbent Rehabilitation Supervisor I shall be reclassified to a Rehabilitation Supervisor II and designated as the Department Chief.

The Department of Children and Families and District 1199 agree to the following:

John Lynch, Psychiatric Social Worker Supervisor, shall be paid a stipend equal to fifty percent (50%) of the difference between his current salary and that rate to which he would be entitled had he been promoted to the level of Psychiatric Social Work Director I. This wage differential shall be divided into 26.1 equal payments per year and paid on a biweekly basis. The stipend will be retroactive to July 9, 1993, the date on which Mr. Lynch assumed the duties of director of psychiatric social service for the new Riverview Hospital.

This agreement shall be in effect until January 1, 1996. Any wage increase that results from the OJE-SCOPE Agreement shall replace the above wage differential agreement. Should Mr. Lynch leave this function for any reason, the Agency reserves the right to reclassify his vacancy to the appropriate managerial level.

This stipend agreement shall not be precedent setting in any other forum.

CHILD PSYCHIATRIST SERIES

Due to the specialized education and training requirements as well as difficulties in the recruitment of Child Psychiatrists, the DCF and District 1199 agree to develop a new Child Psychiatrist classification series for submission to the Department of Administrative Services and Office of Policy and Management.

REHABILITATION THERAPY

The Hospital and Union agree that the present schedule shall be utilized. Any changes will be discussed in the Labor/Management Committee with the Hospital reserving its rights under the Contract

COMMITTEES

The Hospital and Union agree to establish a Labor/Management Committee which will meet at least once per month or at other mutually agreed upon times. In addition, the Hospital and Union agree to establish a QWL, Committee, Health and Safety Committee, Staff Development Committee and other committees the parties deem necessary to foster collaborative labor/management relations.

FUTURE VACANCIES

Effective June 1, 1993, all new vacancies shall be posted as forty (40) hours per week, every third weekend off until the Hospital and Union reach agreement regarding the reduction of unscheduled weekend overtime. Employees shall then have the option to work a forty (40) hour every other weekend off schedule.

The DCF and District 1199 recognize that the consolidation of the Agency's three (3) psychiatric facilities into the Riverview Hospital for Children and Adolescents is a unique occurrence. Therefore, the parties agree that this agreement is a unique occurrence. Therefore, the parties agree that this agreement shall not be precedent setting for other DCF facilities nor will this agreement set any precedent for present or future State of Connecticut/District 1199 negotiations or impact on any arbitration proceeding conducted by the State and the Union.

AGREEMENT THE CAPITOL REGION MENTAL HEALTH CENTER STATE OF CONNECTICUT

The State of Connecticut, Department of Mental Health and Addiction Services (hereinafter referred to as "DMHAS") and its Capitol Region Mental Health Center (hereinafter referred to as "CRMHC"), University of Connecticut Health Center (hereinafter referred to as "UCHC"), University Health Professionals, Local 3837 CSFT, AFT, AFL-CIO (hereinafter referred to as "UHP") and New England Health Care Employees' Union, District 1199, National Union of Hospital and Health Care Employees, AFL-CIO (hereinafter referred to as "1199") hereby agree as follows:

- 1. The governance of the Capitol Region Mental Health Center is being changed from UCHC to DMHAS effective July 1, 1993 pursuant to legislative action.
- 2. The parties have negotiated with each other concerning the impact of this change and this agreement represents the result of such negotiations.
- 3. The term "employee" shall mean an individual who is a member of UHP as of June 30, 1993 whose position is transferred to DMHAS and who will be a member of 1199 effective July 1, 1993. This agreement shall govern the rights of all such employees.
- 4. Each employee shall be allocated to an appropriate classification in the classified service without examination provided the experience and training requirements are met. They shall be placed on the step of the appropriate pay plan so that their rate of pay shall be not less than the amount they received prior to the transfer. In the event that an employee is being compensated above the maximum of the new position, they will continue to receive their present rate of pay and be entitled to receive future cost of living increases which may be paid under the 1199 contract on and after July 1, 1993. All employees will have a January annual increment date.

Attached to this agreement as Schedule 1 hereto is a list of all such employees with their new classification, and old and new rate of pay. Any employee who objects to such slotting shall have the right to appeal the same provided they can furnish evidence that the slotting is not appropriate. The appeal shall be under the provisions of the 1199 contract. The State shall establish a panel that will expedite all of such appeals.

5. Employees shall not be allowed to change their retirement plan membership as a result of such transfer. Those employees who are members of the Alternate Retirement Program (hereinafter referred to as "ARP") as of June 30, 1993 shall continue as members of such program. No employee shall be allowed to join ARP who was not a member as of June 30, 1993. The State and such employees shall continue to make appropriate contributions to ARP in accordance with Connecticut General Statute Section 5-156, as

may be modified by any Pension Agreement between the State and the State Employees' Bargaining Agent Coalition (hereinafter referred to as "SEBAC").

6. The following children of employees shall continue to have their undergraduate tuition waived at the University of Connecticut

Aaron Howard Joseph Rivers

The tuition waiver shall not apply to any other individual.

- 7. All employees who are employed at least fifty percent (50%) of full-time who are members of the ARP shall continue to be eligible for the long term group disability program presently provided by TIAA. The benefit shall not be available to employees who are members of the State Employees' Retirement System (hereinafter referred to as "SERS"). During the 180 day waiting period, employees shall be allowed to use their sick leave, and other leave balances in accordance with the terms of those benefits.
- 8. The seniority of each employee as of June 30, 1993 shall be that listed on the attached Schedule 2. Such seniority shall be considered to be seniority under the seniority article of the respective 1199 contract. As of July 1, 1993, the seniority list of the employees shall be merged with the seniority of 1199 employees. Effective July 1, 1993, employees will accrue seniority under the terms of the seniority provisions of the 1199 contract.
- 9. All UHP "Side Letters" and UHP "Understandings" shall be null and void with the exception of those agreements which are specifically agreed to in writing by the parties and attached hereto and made a part hereof as Schedule 3. Any and all past practices shall also be null and void except to the extent they are reduced to writing and attached hereto and made a part hereof as Schedule 4. The parties shall meet and discuss these issues as part of the Labor-Management meetings to discuss this issue.
- 10. All of the employees shall be scheduled for forty (40) hours per week and all accruals shall be based upon eight (8) hour days. Effective July 1, 1993, all persons employed by CRMHC who are members of 1199 shall be scheduled for forty (40) hours per week

and all accruals shall be based upon eight (8) hour days. The following individuals will continue to work the number of hours and receive the rate of accrual listed opposite their name.

Name	Hours of Work	Rate of
	Scheduled	Accrual
Frances Moore	35 hours	.875
Luz Valentin	0 hours	.75
Eva Kaplan	20 hours	.50
Judith Goodman	20 hours	.50

- 11. Effective immediately, 1199 represents the employees for the purpose of entering into discussions and negotiations regarding any change in the work schedule of either the facility or individuals. Changes in facility work schedules will be governed by Section Six (a) of Article 13 of the current 1199 contract. Changes in individual work schedules will be governed by Section Seven of Article 13 of the current 1199 contract. Connecticut, its representatives or employees in any forum as a result of this Agreement, except for a claim of a breach of its terms and conditions.
- 12. Each employee will be granted 1.5 personal leave days effective July 1, 1993. Thereafter, personal leave days will be credited effective January 1 of each year in accordance with the provisions of the 1199 contract. Pursuant to the terms of the present UHP contract, personal leave days may be taken only for stated reasons beyond the control of the employee, including death in the family, but may not be used for routine doctor's appointments.
- 13. The vacation leave balance of each employee shall be converted to hours effective July 1, 1993 and maintained on such basis. Effective July 1, 1993, each employee will continue to accrue vacation on the basis of 1.833 days per month.
- 14. In consideration of this agreement, the parties agree not to file a grievance under the collective bargaining agreements between the parties regarding the transition. UHP and 1199 agree not to file or pursue any prohibited practice or other legal action against the State of the entire agreement between the parties and shall be incorporated as a Memorandum of Agreement and printed in the contract booklet.

- The parties hereby acknowledge that this Agreement 15. represents CRMHC and 1199 may begin the process outlined in the contract immediately.
- The parties hereto agree that this agreement shall not serve 16. as a precedent in any pending or future matter between the parties. However, it may serve as a basis of an agreement with the other bargaining units affected by the change in governance of the CRMHC. The agreement itself, its terms and conditions, or the fact that these employees enjoy benefits in excess of those of similarly situated 1199 employees shall not be used by any party for any purpose, including but not limited to arbitration, mediation, facilitation or negotiation.

AGREEMENT HARTFORD CRISIS INTERVENTION CENTER AND

THE COMMUNITY CRISIS INTERVENTION PROGRAM (STAMFORD ONLY)

STATE OF CONNECTICUT

The State of Connecticut, Department of Mental Health and Addiction Services (hereinafter referred to as "DMHAS") and its Hartford Crisis Intervention Center and its Community Crisis Intervention Program (Stamford only), (hereinafter referred to as "Hartford Crisis and Community Crisis") and New England Health Care Employees' Union, District 1199, National Union of Hospital and Health Care Employees, AFL-CIO (hereinafter referred to as "1199") hereby agree as follows:

- Effective March 27, 1987, there shall be a forty (40) hour workweek and all employees assigned to a forty (40) hour workweek shall be paid on that basis at Hartford Crisis and Community Crisis.
- 2. Fringe benefits shall be earned and paid prorate based on a forty (40) hour week as follows:

Sick Leave Lai neu	10 Hou	ns per monui
Vacation Leave Earned		
0 - 5 years of service	8 hou	irs per month
Over 5 but less than 20 years of service	10 hou	irs per month
Over 20 years of service	13.36 hou	irs per month
Personal Leave	24 hou	ırs per year
Holiday	8 hou	rs per holiday

hours per month

Sick Lagva Farned

Sick Leave, Vacation Leave, Personal Leave and Holiday time shall accrue at the above rates and be charged hour for hour.

- **3.** Employees shall have all earned time accrued while employed at Hartford Crisis and Community Crisis on a 40 hour schedule increased by adding 1 hour to each 7 hours on the books as of March 27, 1987.
- **4.** In addition to those employees eligible under the P-1 and NP-6 Agreements, shift and weekend differential shall be paid to Psychiatric Social Workers, Psychiatric Social Work Associates and Nurse Clinicians when regularly assigned to evening, night or weekend duty.
- 5. This Agreement shall be without precedential value and without prejudice to the positions of both parties on any other issue.

AGREEMENT RIVER VALLEY SERVICES AND DISTRICT 1199

This is an agreement between River Valley Services (RVS) and District 1199 concerning standby payment to Mental Health Worker Trainees functioning as specials. Fifteen positions have been established to replace positions formerly paid under Personal Services Agreements. The two parties agree to maintain the established standby payment practices, as follows:

1. The specials will be paid \$2.00 an hour to be on standby status.

2. If the special is called in from standby, he/she will be paid their regular Mental Health Worker Trainee hourly rate for services performed on site.

This agreement will be in effect for six (6) months from the date the first special is placed into one of the fifteen positions. At the end of those six (6) months, it may be reopened for negotiations on request of either party.

MEMORANDUM OF UNDERSTANDING ARTICLE 18 - WORK ASSIGNMENTS SECTION FOUR

Article 18, Section Four of the collective bargaining agreement provides a prohibition on transfers being made for disciplinary purposes. With full recognition of this prohibition both the Union and the Employer recognize that there are occasions when a change in work surroundings of a particular employees is in the best interest of all parties.

Where such situations are present, the Agency shall appraise the Union President or his designee of its concerns and the associated circumstances. With mutual agreement between the Agency management and a Union Officer a transfer shall be permitted.

MEMORANDUM OF AGREEMENT ARTICLE 2 – NON-DISCRIMINATION AND AFFIRMATIVE ACTION

NEW SECTION

The State of Connecticut and the New England Health Care Employees Union, District 1199 herein agree to develop and fund through the Quality of Work Life program, sexual harassment and racial discrimination training sessions which shall be available to all employees within the bargaining unit.

MEMORANDUM OF AGREEMENT ARTICLE 8 - WORKING TEST PERIOD SECTION TWO

The State of Connecticut and the New England Health Care Employees Union, District 1199 herein agree that members of the Union who are employed by the Department of Correction (DOC) to work at a DOC facility shall complete seven (7) weeks of

training at the Center for Training and Staff Development. This
training shall be in addition to the working test period as provided
in Article 8 and Article 15, Section Nine of the collective
bargaining agreement. Said training shall commence on the
employee's first day of employment with DOC unless there is
specific need for an exception. Any exception would be with full
understanding with the Union and permission of the Commissioner
of DOC.

MEMORNDUM OF UNDERSTANDING DMHAS PSYCHIATRISTS AND PHYSICIANS

The State of Connecticut (hereinafter referred to as the "State") and the New England Health Care Employees Union, District 1199, AFL-CIO (hereinafter referred to as "1199") have herein agreed that Psychiatrists and Physicians employed at the Department of Mental Health and Addition services have the amount of the night and weekend payment increased in accordance with this agreement. Such adjustments were authorize by the legislature in Section 14 of PA 00-192. Additionally, such employees shall be entitled to a recruitment and retention stipend, as authorized by the SCOPE agreement, as set forth in this agreement.

A. NIGHT AND WEEKEND SHIFT ASSIGNMENTS

1. Consistent with Section 9, article 10 of the collective bargaining agreement, effective July 1, 2000, psychiatrists and physicians employed in DMHAS who perform off site night duty or standby night duty in addition to their regular daytime work schedule shall be paid in accordance with the following schedule:

Hours of Shift Length of		Days	Amount of
Assignment	Shift		Payment
_	Assignment		-
4:30 p.m	16 hours	Monday -	\$491
8:30 a.m.		Friday	
8:30 a.m. –	12 hours	Saturday	\$368
8:30 p.m. or		and Sunday	
8:30 p.m. –			
8:30 a.m.			

These assignments will be for DMHAS locations other than Connecticut Valley Hospital, Cedarcrest /Blue Hills Hospital and inpatient services at Southwest Mental Health System. This will be the entire amount that such employees will be compensated for this assignment regardless of the work performed. No additional premium shall be paid in the event the assignment is on a holiday.

2. Effective July 1, 2000, psychiatrists and physicians employed in DMHAS who perform on site night or weekend duty in addition to their regular daytime work schedule shall be paid in accordance with the following schedule:

Hours of Shift Assignment	Length of Shift Assignment	Days	Amount of Payment
4:30 p.m. – 8:30 a.m.	16 hours	Monday – Friday and Holidays	\$800
8:30 a.m. – 8:30 p.m. or 8:30 p.m. – 8:30 a.m.	12 hours	Saturday & Sunday	\$600
8:30 a.m. – 4:30 p.m. or a scheduled 2 nd shift on that day	8 hours	Thanksgiving, December 25, and January 1	\$400 Additionally the employee shall be entitled to holi day pay, and either a compensatory day or payment at the physician's choice

These assignments will be for Connecticut Valley Hospital, Cedarcrest,/Blue Hills Hospital and inpatient services at Southwest Mental Health System. They are recognized as on duty for events that may occur or require attention. This will be the entire amount that such employees will be compensated for this assignment regardless of the work performed. No additional premium shall be paid in the event the assignment is on a holiday, other than as provided above.

Due to the hours and circumstances of these assignments, the psychiatrist and/or physician may have considerable "downtime". The assignment is not equal to a regular shift of normal work with a full compliment of duties and functions on each shift.

- 3. In on event may a psychiatrist and/or physician volunteer for more than the following on site assignments in any seven (7) day period without management approval:
 - a. Two 16 hour shift assignment or
 - b. One 16 hour shift assignment PLUS two 12 hour shift assignments
- 4. Both off site standby and on site on duty assignments (in on event concurrently) are available to employees who retain the current classification designations. Additionally, on site on duty assignments would be available to employees promoted or hired into the new classifications.
- 5. Nothing in this agreement prevents DMHAS from scheduling a part time psychiatrist or physician to work on second or third shift, a weekend or a holiday. All such assignments shall be on site and encompass the full range of duties and responsibilities of a part time psychiatrist or physician.
- 6. The parties will review the above stipend for on site night or weekend duty assignments in DMHAS to determine if they are still at appropriate levels. The parties will meet and discuss the same no later than January 1, 2003. This matter shall not be subject to interest arbitration.

B FORTY HOUR WORKWEEK

1. All current DMHAS psychiatrists and physicians who presently work thirty (30) or more hours will be given the opportunity to volunteer for a permanent forty (40) hour schedule. Such offer shall be in writing and the employee shall complete a form indicating his/her election within thirty (30) days of the execution of this agreement. Such election shall be irrevocable

and the form shall indicate the effective date of the change in schedule, if elected. The new schedule shall be implemented as soon as possible, as mutually agreed by DMHAS and the employee, but in no event later than January 1, 2001.

- 2. All current DMHAS psychiatrists and physicians who accept the promotion into the new classifications shall be required to work a forty (40) hour schedule. All psychiatrists and physicians hired into the new classifications shall be required to work forty (40) hour work schedule.
- 3. Employees in the new classifications may request a temporary reduction in their schedule below forty (40) hours. Such temporary reduction shall be for no longer than three (3) months in any calendar year as approved by management. Provided, however, such temporary reduction may be extended an additional three (3) months in the discretion of management.
- 4. New specifications will be developed for part time physicians and psychiatrists.

C. NEW CLASSIFICATIONS

1. DMHAS shall establish new job descriptions which are attached hereto for the classifications of:

Staff Psychiatrists Principal Psychiatrist Staff Physician Principal Physician

- 2. Staff Psychiatrists and Staff Physicians shall have as a minimum qualification that the individual is Board Eligible, while the Principal Psychiatrists and Principal Physician shall have as a minimum qualification that the individual is Board Certified.
- 3. Individuals in either of these classifications shall be responsible for a caseload, conduct rounds and be on call to attend to the needs of their caseload. They shall not receive any additional compensation for duties performed within their job description.

D. SELECTION PROCESS FOR NEW CLASSIFICATIONS

- 1. All current psychiatrists and physicians employed by DMHAS will be given the opportunity to apply for new classifications. All those employees who are qualified, as set forth under paragraph D. 3 below, for the position of Staff Psychiatrist or Staff Physician shall be promoted to such position. In the unlikely event that there are more current psychiatrists and/or physicians employed by DMHAS who are deemed qualified, as set for under paragraph D. 3 below, for the classification of Principal Psychiatrist or Principal Physician than can organizationally be accommodated, the promotion of current psychiatrists and physicians shall be made by seniority. The determination of qualification shall be made by management in accordance with Paragraph D. 3 hereof.
- 2. Current psychiatrists and physicians who do not apply or are subsequently determined not to qualify shall be red-circled in their current classifications. No new psychiatrists or physicians will be hired in DMHAS into other than the new classifications referenced herein.
- 3. Current employees who apply for new classifications shall be evaluated, interviewed and assessed by a panel of medical and professional staff determined by management. The evaluation will be based upon as many objective criteria as practical.
- 4. Those applicants not selected for promotion will be provided an explanation of the reason(s) they were not selected. A meeting and a plan of corrective/improvement action will be available to the employee.
- 5. Quality of Work Life Funds under the contract will be available to assist psychiatrists and physicians who are willing to initiate measures to become qualified for the new classifications referenced herein.

- 6. If a current employee is promoted to one of the classifications provided hereunder wishes to return to his/her former classification, he/she may do so within the three (3) month period following such promotion. He/she shall be returned to his/her former classification and have his position red-circled for the balance of the employee's career in DMHAS.
- 7. Each employee who is promoted to one of the classifications provided hereunder shall be subject to six (6) month working test period. In the event the employee failed the working test period, he/she would be returned to his/her former classification and have his position red-circled for the balance of the employee's career in DMHAS.

E. RECRUITMENT AND RETENTION STIPEND FOR NEW CLASSIFICATIONS

- 1. Consistent with the Memorandum of Understanding on Recruitment and Retention, the parties agree the DMHAS psychiatrists and physicians who are placed in the new classifications referred to herein shall be provided additional compensation (beyond current classification salaries) to address both recruitment and retention concerns.
- 2. Such additional compensation shall be in the form of recruitment and retention bonus. The amount of such combination of salary and stipend shall be a minimum of the step closest to the greater of ten percent (10%) of his/her minimum of the classification to which he/she has been promoted. The ten percent (10%) minimum amount shall not apply to any individual who is promoted to one of the new classifications after June 30, 2001. The salary range for the classifications shall be as follows:

	Step 1	Step 2	Step 3	Step 4
Staff	\$115,000	\$118,333	\$121,666	\$125,000
Psychiatrist				
	\$130,000	\$133,750	\$137,500	\$141,250
Principal				
Psychiatrist				
Staff				
Physician				
Principal				
Physician				

	Step 5	Step 6	Step 7	Step 8	Step 9
Staff	\$128,333	\$131,666	\$135,000		
Psychiatrist					
	\$145,000	\$148,750	\$152,500	\$156,250	\$160,000
Principal					
Psychiatrist					
Staff					
Physician					
Principal					
Physician					

3. The above ranges and steps shall be increased by the same percentage as the general wage increase that is negotiated for other members of the 1199 bargaining unit in the contract to be effective July 1, 2001, and shall be made part of a new pay grade. The new pay structure, including payments pursuant to section A hereof, will remain in place through the end of the contract that begins effective July 1, 2001, and will not be subject to negotiations as part of that contract. This in no way precludes those who are red circled in the present psychiatrist or physician job classification from attempting to raise issues of extra compensation as part of the contract negotiations for the contract beginning July 1, 2001. No new classification referenced in this agreement is subject to the Objective Job Evaluation process and cannot be used for any purpose in that process.

F. PART TIME PSYCHIATRIST AND PHYSICIAN

1. The State shall establish job descriptions which are attached hereto for the classification of:

Part Time Psychiatrist Part Time Physician

2. All current part time psychiatrists and part time physicians will be placed in these positions and new employees hired on a part time basis will be placed in these classifications.

G. HIRING RATE

1. Through the end of the 1199 contract that commences on July 1,2001, no new employee will be hired into the new classifications referenced herein at a step higher than a current employee with equivalent experience and/or objective qualifications. The State will meet and discuss with 1199 any such hiring rate.

H. MISCELLANEOUS

- 1. All grievances, prohibited practices filed on this issue are deemed resolved by this agreement. Specifically, the Union hereby withdraws OLR No. 11,3385. Such grievance will be resolved in accordance with Paragraph 4 of this Section H.
- 2. The State has not had sufficient time to develop an appropriate pay range for the classification of Staff Physician and Principal Physician. The State will do so no later than September 15, 2000. In the event that an individual is placed into one of the new classifications prior to that date, the rate of pay shall be retroactive to the date the employee was promoted into such classification.
- 3. This agreement is applicable only to the Department of Mental Health and Addiction Services.

- 4. Consistent with contractual language, employees who work on a holiday, in addition to holiday pay, will receive compensatory time for time worked, or may elect payment in accordance with Section Six of Article 21of the contract.
- 5. Eligible employees will continue to be entitled to receive the \$1,000 P-1 Annual Bonus payment in accordance with Section Fifteen of Article 9 of the contract.

For the 1199 /s/ Jerome P. Brown 7/7/2000

For the State /s/ Linda J. Yelmini 7/6/2000

LONGEVITY SCHEDULE

(July 1, 1997 through June 30, 2001)

SALARY GROUP	10 YEARS	15 YEARS	20 YEARS	25 YEARS
1-11	75.00	150.00	225.00	300.00
12	75.25	150.50	225.75	301.00
13	92.00	184.00	276.00	368.00
14	94.75	189.50	284.25	379.00
15	97.50	195.00	292.50	390.00
16	100.50	201.00	301.50	402.00
17	103.25	206.50	309.75	413.00
18	106.00	212.00	318.00	424.00
19	109.00	218.00	327.00	436.00
20	111.75	223.50	335.25	447.00
21	114.75	229.50	344.25	459.00
22	136.25	272.50	408.75	545.00
23	142.00	284.00	426.00	568.00
24	147.75	295.50	443.25	591.00
25	153.25	306.50	459.75	613.00
26	159.00	318.00	477.00	636.00
27	164.50	329.00	493.50	658.00
28	170.25	340.50	510.75	681.00
29	187.50	375.00	562.50	750.00
30	193.00	386.00	579.00	772.00
31	198.75	397.50	596.25	795.00
32	204.25	408.50	612.75	817.00
33	210.00	420.00	630.00	840.00
34	215.75	431.50	647.25	863.00
35	221.25	442.50	663.75	885.00
36	227.00	454.00	681.00	908.00
37	233.00	466.00	699.00	932.00
38	238.50	477.00	715.50	954.00
39	244.25	488.50	732.75	977.00
40	249.50	499.00	748.50	998.00
41	225.50	511.00	766.50	1022.00
42	261.25	522.50	783.75	1045.00
43	266.75	533.50	800.25	1067.00

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