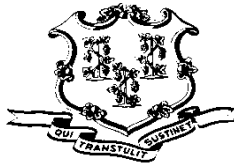


STATE POLICE
[NP-1]
BARGAINING UNIT
CONTRACT

BETWEEN



STATE OF CONNECTICUT

AND



CONNECTICUT STATE POLICE UNION

EFFECTIVE: JULY 1, 2018 EXPIRING: JUNE 30, 2022

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PREAMBLE

STATE OF CONNECTICUT, acting by and through the Office of Labor Relations hereinafter called "the State" or "the Employer", and CONNECTICUT STATE POLICE UNION, hereinafter called "the Union", WITNESSETH:

WHEREAS the parties of this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS the parties of this Agreement consider themselves mutually responsible to improve the public service through increased morale, efficiency and productivity; now, therefore the parties mutually agree as follows:

ARTICLE 1

RECOGNITION

The State of Connecticut herein recognizes the Connecticut State Police Union as the exclusive representative for the purpose of collective bargaining in accordance with C.G.S. Section 5-270 et seq. for those employees in the NP-1 bargaining unit pursuant to SE-5982 and SE-7706, and further as may be amended by agreement of the parties.

ARTICLE 2

ENTIRE AGREEMENT

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that

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

The provisions of this Article are subject to the Miscellaneous Article, Section Two, and no such provision shall be deemed to have been vitiated by reason of this Article.

ARTICLE 3

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section One. The parties herein agree that neither shall discriminate against nor harass sexually any employee on the basis of race, color, creed, sex, sexual orientation, age, national origin, marital status or lawful political activity.

Section Two. Neither party shall discriminate against an employee on the basis of membership or non-membership or lawful activity in behalf of the exclusive bargaining agent.

Section Three. Affirmative Action. The parties acknowledge the need for positive and aggressive affirmative action to redress the effects of past discrimination, if any, to prevent further discrimination, and to ensure equal opportunity in the application of this Agreement. The Labor Management Committee (but not the grievance procedure) shall be the proper forum for problems, ripe or anticipated, which impact upon the philosophy and/or directives of this section.

Section Four. No person shall be denied a position or a promotion solely because it will result in their working with or for a member of their family.

ARTICLE 4

NO STRIKES - NO LOCKOUTS

Section One. Neither the Union nor any employee shall engage in, induce, support, or encourage, a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sickout or any failure to perform duty in connection with the above. This article shall be deemed to prohibit the concerted boycott or refusal of overtime work.

Section Two. The Union shall exert its best efforts to prevent or terminate any violation of Section One of this Article. Prompt notification to members of their obligations under this Agreement will ordinarily constitute full compliance with this Section

Section Three. The employer agrees that during the life of this Agreement there shall be no lock-out.

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 public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of an agency and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules, and the taking of all necessary actions to carry out its mission in emergencies.

ARTICLE 6

UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union which has been designated as the exclusive bargaining agent.

Section Two. Union dues shall be deducted by the State employer biweekly from the paycheck of each employee who signs and remits to the State an authorization form. Such deduction shall be discontinued upon written request of an employee 30 days in advance.

Section Three. The amount of dues or agency fee deducted under this Article shall be promptly remitted to the Treasurer of the Union after the payroll period in which the deduction is made, together with a list of employees for whom such deduction is made.

Section Four. No payroll deduction of dues or agency service fee shall be made from workmen's compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question (non-retroactive). However, payroll deduction of dues shall be made from any payroll payment from the State to any NP-1 member. (ie. sick day offset payment.)

Section Five. Payroll deduction of Union dues shall be discontinued for other employee organizations not parties to this Agreement.

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

Section Seven. The Union shall indemnify the State for any liability or damages incurred by the State in complying with this Article.

ARTICLE 7

UNION RIGHTS

Section One. Employer representatives shall deal with Union-designated stewards or representatives exclusively in the processing of grievances or any other aspect of contract administration. Employer representatives may deal directly with an employee provided that employee has waived his/her right to union representation.

Section Two. By August 1 of each year of this Agreement and twice per year, the Union will furnish the Office of Labor Relations and the Department with the list of stewards designated to represent any segment of employees covered by this Agreement, specifying the jurisdiction of each steward and shall keep the list current.

Section Three. Access to Premises. Union staff representatives shall be permitted to enter the facilities of an agency at any reasonable time for the purpose of discussing, processing or investigating grievances as defined in this Agreement, or fulfilling its role as collective bargaining agent provided that they give notice prior to arrival, or if that is not possible, provided that they give notice of their presence immediately to the supervisor in charge, or Labor Relations Unit if the supervisor is not available, and does not interfere with the performance of duties.

The Union will annually furnish the Office of Labor Relations and the Department with a current list of its staff personnel and their jurisdictions, and shall maintain the currency of said list.

Section Four. (a) Role of Steward in Processing Grievances. The Steward will obtain permission from their immediate supervisors when they desire to leave their work

assignments to properly and expeditiously carry out their duties in connection with this Agreement. Such permission will be routinely granted unless their absence will impair a significant police function. When contacting an employee, the steward will first report to and obtain permission to see the employee from his/her supervisor and such permission will be granted unless the work situation or an emergency demands otherwise. If the immediate supervisor is unavailable, permission will be requested from the next level of supervision. Requests by stewards to meet with employees and/or employees to meet with stewards will state the name of the employee involved, his/her location, indicating the general character of union business to be discussed and the approximate time that will be needed. Stewards thus engaged will report back to their supervisors on completion of such duties and return to their job and will suffer no loss of pay or other benefits as a result thereof. The sufficiency of steward coverage shall be a subject of continuing consultation between the Employer and the Union. The Union, the Office of Labor Relations, and the Department will cooperate in preventing abuse under this Section and in encouraging effective labor relations under this Agreement.

(b) Steward Stability. For the duration of this Agreement no steward, including Union officers, assigned to a troop command (as distinguished from a specialized work unit) shall be involuntarily transferred to a different troop command except as follows:

- (1) a transfer which is designated as disciplinary;
- (2) a "special skills" transfer in which the Department determines that the steward's special skills are needed elsewhere in the department or the steward does not possess the special skills currently required in the troop command in which he/she serves.

Short term assignments based on emergencies or extraordinary circumstances are exempt from the provisions of this Section.

Section Five. Bulletin Board. The State will continue to furnish reasonable bulletin board space (in each institution) upon which the Union may provide for its announcements and to post Union related campaign materials for Union elections. Posting of campaign materials will not occur in any other location within a troop or work location. Bulletin board space shall not be used for material that is of a partisan political nature or is inflammatory, or derogatory to the State Employer or any of its officers or employees. The Union shall limit its posting of notices and bulletins to such bulletin board space. The Union shall have the option to provide secured glass enclosed bulletin boards at each area serviced by a recognized steward.

Section Six. Access to Information. The employer agrees to provide the Union, upon request and adequate notice, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. The Union shall reimburse the State for the expense and time spent for photocopying extensive information and otherwise as permitted under the State Freedom of Information Law. The Union shall not have access to privileged information such as that related to an ongoing criminal investigation or pre-employment data, nor to information which the State is under a legal duty to keep confidential.

Section Seven. Union Business Leave. (a) The Department will make available 300 days, which may be used in quarter-day increments as a bank of time in each year of this Agreement. Such time bank will be available for approved union business leave other than reasonable time used for negotiating a successor agreement and processing grievances. Time spent in seeking ratification of this Agreement will not be deducted from the time bank. Furthermore, up to an additional 100 days shall be available during each contract year, which may be used in quarter day increments. Subject to the prior written approval of the Department, said leave shall be granted to Union officials, delegates, representatives, or designees to attend union business related functions, meetings, conventions,

meetings of national affiliates or other affiliated organizations, legislative or agency hearings. The Department will cooperate in recognizing the Union's priority of meetings for which paid leave will be allocated. In the event there are insufficient days of leave from either bank in any contract year, the Union can borrow against the balance of that bank in the next contract year. Any hours not used in one year may be carried over to the next contract year, however, there shall be no such carry-over upon expiration of this Agreement.

(b) Not more than two 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 year. An extension not to exceed one additional year may be granted subject to the approval of the Director or Undersecretary for Labor Relations. Upon return from such leave, the State employer shall offer said employee a position equal to the former position in pay, benefits, and relatively equal duties, at the rates in force at the time of return from such leave.

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

(1) The Employer shall pay all salary and benefits. For the purpose of meeting this obligation, the Department of Emergency Services and Public Protection at its discretion, may establish and fund a position at the level necessary to cover the paid leave until return to service can be arranged.

(2) The annual work hours for such paid leave may be deducted from the Union leave bank.

(3) The Union may make reimbursement to the State for any gross salary that it elects to not have compensated from the Union business leave bank pursuant to subsection (c)(2). Upon return from such leave, the Employer shall offer the employee a position at least equal to the former position in pay, benefits and duties.

Section Eight. Orientation and Training. The Union will provide each new employee with a copy of the collective bargaining agreement then in force and will furnish such employee with the name(s) of his/her steward(s). Within sixty (60) days of orientation day for any new State Police academy class, the Union shall be provided with an opportunity to meet with each new class to address the trainees on matters pertaining to the contract and to Union membership. The contractual rights for Recruits and State Police Trooper Trainees are as defined in Article 20. Additional opportunities for meetings between the Union and any trainee class may be provided at the discretion of the Department.

Section Nine. Communication by the Employer with the Union shall be made through the Union President or his/her designee.

ARTICLE 8 EVALUATIONS

Section One. The performance of each member of the bargaining unit shall be evaluated annually at a time sufficiently in advance of the effective date of step increases to permit the exhaustion of appeal processes. This evaluation, to be conducted by the employee's immediate supervisor (also known as the "rating supervisor"), shall serve both as the "service rating" in accordance with Section 5-237 of the Connecticut General Statutes and as a departmental measurement of performance. Performance evaluations shall be based on work performance. Performance evaluations shall normally be conducted at least once a year, consistent with the employees Annual Increment date. These evaluations shall be considered for promotions and lateral assignments. The evaluation form (POR and PER) shall contain a section for employee comments.

Section Two. Evaluations shall be conducted by a rating supervisor who has observed in a supervisory capacity, the

employee's performance for six months. If this is not the case, the evaluator shall note and take into account the period of observation. If the immediate supervisor has less than three months of observation, the predecessor supervisor, if available and if he/she has observed the employee for more than six months, shall conduct the evaluation; if the predecessor is not available, the commanding officer, in consultation with the immediate supervisor, shall conduct the evaluation. Consistent standards of evaluation shall be made known to the bargaining unit and all evaluators. Evaluators shall make a good faith effort to apply such standards uniformly in all evaluations.

Section Three. When an employee is rated unsatisfactorily in any category, the rating supervisor shall state the reason(s) for such rating and shall if practicable suggest means of improvement.

Section Four. After the evaluation is made, the employee shall be given a copy. If the employee's performance has been rated unsatisfactory in one or more factors, then the rating supervisor and the employee must meet to discuss the evaluation. If no unsatisfactory ratings have been received, either the rating supervisor or the employee may require a discussion.

Section Five. Anything lower than a satisfactory annual service rating may be grieved in accordance with the grievance and arbitration provisions of this Agreement. In any such arbitration, the arbitrator shall not substitute his/her judgment for that of the evaluator absent evidence that the evaluator exercised his/her judgment arbitrarily or capriciously. During the period of an annual service rating, interim performance observation reports (POR's) shall be neither grievable nor arbitrable unless incorporated into a lower than satisfactory annual service rating.

ARTICLE 9

PERSONNEL FILES

Section One. Where Maintained. An employee's Official

Personnel Folder (OPF) shall be maintained at State Police Headquarters, except that the State Personnel Department may maintain personnel files containing data relating to an employee's employment history and performance forms.

Section Two. Content. (a) All material bearing on an employee's personnel status, excluding uncompleted disciplinary investigations, or investigations into physical or mental fitness shall be placed in the OPF. Internal affairs investigations with a disposition of "exonerated, unfounded or Not Sustained" will be excluded from the employee's official personnel file. This will include DPS-678C.

(b) Pre-employment polygraph results shall not be retained in any employee's official personnel folder (OPF) beyond one month after completion of the initial working test period or extensions thereof. Such results may be retained, however, in a file maintained by the Department's Selection Unit for a period of five years from an employee's date of hire. The Department shall advise the Union annually of said removals.

(c) When an employee, after notification to him/her that a freedom of information request has been made concerning his/her file, objects to the release of that information on the basis of reasonable belief that the release would constitute an invasion of his/her privacy, the employee shall petition the Freedom of Information Commission for a stay on the release of said information, and the Department shall support the employee's petition and not release the information until the FOIC has made a final determination on the issue of whether said release would constitute an invasion of privacy. An employee's OPF and internal affairs investigations with only a disposition of "Exonerated, Unfounded or Not Sustained" shall not be subject to the Connecticut Freedom of Information Act.

(d) An employee shall be provided access to any records of any report of injury for the employee or any work related motor vehicle accident in which the employee was a party or operator involved with the accident within sixty (60) days of completion of a request for such records.

Section Three. Access. (a) An employee shall be permitted to inspect all material in his/her OPF or in his/her personnel file at the State Personnel Department. There shall be no disclosure of exam questions, model answers, scoring key or written comments of examiners on oral answer keys.

An employee desiring to inspect his or her OPF and/or obtain copies of documents subject to inspection shall be granted access with notice of 24 hours in advance, during normal working hours.

The employee may act through written authorization to his or her steward, if desired, for these purposes. The time off-the-job, if available, shall be cleared in the name of the steward, if desired. During any such inspection the employee shall be accompanied by a member of the Human Resources Unit.

An employee shall have access to his/her personal file maintained by the Department.

(b) The Department shall not, absent a court order, disclose or transmit any personal data to any other individual, corporation or government agency without the consent of the person except when:

(i) The disclosure or transmission is to an employee of the Department who has a need for the personal data in the performance of his/her duties;

(ii) The Department determines that there is substantial risk of imminent physical injury by the person to him/herself or to others and that disclosure or transmission of the personal data is necessary to reduce that risk;

(iii) Such transmission or disclosure is made pursuant to a subpoena, order of court or other judicial process;

(iv) Disclosure or transmission is necessary for the purpose of collecting outstanding student loans or any other obligations owing to the state.

Outside access will not be granted except with the written permission of the employee's commanding officer, who shall notify the employee of a request to access his or her OPF within 72 hours of receiving notice of a request to access the employee's OPF. Access to the file, including the purpose for which access was granted shall not occur until seven (7) days after the employee has received notice of the request to access the OPF, and will be recorded on an access sheet which will be made available to the employee or his representative. The access sheet shall not be included as part of the OPF provided to any requester other than the employee or his or her designee, but shall be maintained consistent with the Personal Data Act. The employee will be promptly notified of any request to see his/her OPF. Notwithstanding the previous two sentences, neither an access sheet entry nor the fact of such request shall be made known to any employee during an ongoing investigation or when such disclosure would otherwise undermine a public purpose in non-disclosure or if the Department determines that the disclosure of access to medical, psychiatric or psychological data would be detrimental to that person.

(c) The employee will be provided a copy of any record and/or materials added to his or her OPF within ninety (90) days of any addition to the employee's OPF other than documentation of routine employment transactions.

Section Four. When new materials which may reasonably be interpreted to adversely reflect upon an employee's performance or conduct are entered into the OPF, the employee shall be notified within seven days time, ordinarily by submission of a copy of the document to the employee. Other documents reflecting on performance or conduct (e.g. commendations from the public) shall ordinarily be forwarded to the employee by or through his/her Commanding Officer. The employee shall be notified if approbative material is removed from his/her OPF.

Section Five. Except where a document relates to a

previously determined disciplinary matter, a performance evaluation to which the employee has had the opportunity to comment, or to a performance observation report, an employee may submit written comment on any disclosable material which adversely reflects on his/her performance or conduct. Said comment shall be entered into the personnel file. Additionally, the employee retains rights pursuant to C.G.S. 31-178e as may be amended from time to time.

Section Six. (a) Derogatory material including reprimands, but excluding other discipline, not merged in any less than good service rating shall remain a viable part of the file for not more than twelve (12) months unless removed sooner.

(b) An employee may attach a written rebuttal to derogatory material placed in his/her official personnel file.

(c) An employee may file a grievance objecting to any derogatory material placed in his/her personnel file provided, however, no such grievance shall be arbitrable unless it is alleged by the State Employer as just cause for discipline. The filing of a grievance under the preceding sentence shall not prevent the employee from objecting to the derogatory material in a subsequent grievance arising out of the imposition of discipline.

Section Seven. This Article shall not be deemed to prohibit supervisors from maintaining written notes or records of employee's performance for the purpose of preparing service ratings.

Section Eight. (a) Mental and physical fitness investigations shall be maintained in a file separate from the OPF. Such file(s) shall be kept locked, in the Human Resources Office. Access to said files shall be made through the Commissioner or his/her designee subject to his/her approval. Upon such approval, access shall be done in the presence of the Director of Human Resources. A record of the name of the individual(s) seeking access shall be made along with date, time and name of employee's file(s) accessed. The

employee will be promptly notified of any request to see his/her mental or physical fitness investigation files and the employee shall have the right to object to such access.

(b) Such files will be kept by the Department for a period not to exceed twelve (12) months after an affected employee is separated from service. An affected employee, upon written request to the Commissioner or his/her designee, will have any mental and/or physical fitness investigation files destroyed after said employee has been separated from permanent service with the Agency for a period of twelve (12) months.

(c) Access to these files may be made to employee(s) of the Department who have a need for the data in the performance of their duties.

(d) Mental and physical fitness disputes are only grievable as found in Article 16.

ARTICLE 10

TRAINING

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

Section Two. Management shall maintain and make available to employees a register of all training programs including dates offered, the frequency of the offering, and the names of instructors, if available as soon as practical in relation to the commencement of such programs.

Section Three. (a) The Department, working through the Labor Management Committee, will cooperate in attempting to develop tuition-free or tuition reduced career development courses in the State's higher education system.

(b) The Department, working through the Training Committee, will examine means of increasing training opportunities for officers assigned to road patrol.

ARTICLE 11

WORKING TEST PERIOD

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

Section Two. (a) The initial working test period for State Police Trooper Trainee (6 months) (recruit) shall commence with the employee's date of hire and conclude on the date of the recruit's graduation from the Academy. Thereafter, the employee will serve a one-year working test period as a State Police Trooper Trainee. The State Police Sergeant and State Police Master Sergeant working test periods shall be one (1) year.

(b) A working test period interrupted as the result of extended illness, or an authorized leave or absence, shall be suspended for such period and will resume when the employee returns to duty and is able to carry out the duties and responsibilities of the position.

(c) Pursuant to Article 20 Section 2(c) employees shall advance to step 1 of the SP-1 pay plan upon graduation from the Academy. Their anniversary date shall be the first July 1 or January 1 following nine months from the date of hire when they are eligible for Step 2 advancement.

Section Three. The Working Test Period may, with the approval of the Commissioner of Administrative Services or designated management official, be extended on an individual basis for a definite period of time not to exceed six months.

ARTICLE 12

SENIORITY

Section One. Seniority shall be determined according to the following criteria:

- (1) Time in rank
- (2) Time as a member of Connecticut State Police
- (3) Military Service including war service when in bargaining unit as required by State and Federal law.
- (4) Names drawn out of a hat.

Except as otherwise provided, seniority shall be defined as total length of State Police service as a sworn State Police Officer and then by length of total State service and then by lot.

Section Two. Seniority shall not be computed until after completion of the working test period, whereupon it shall be retroactively applied to include such service. Suspensions and unpaid unauthorized leave shall not be counted in calculation of Seniority.

Section Three. State service while working in a trainee class shall not accrue until permanent appointment after successful completion of the working test period, whereupon it shall be retroactively applied to include such service.

Section Four. Seniority shall only be deemed broken by: (a) termination of employment caused by resignation, dismissal, or retirement; (b) failure to report for five working days without authorization. Seniority under Section One above shall not be deemed broken by a resignation from another branch of state service in order to join the State Police Department.

Credit for seniority up to a break in service as defined above, shall be restored to an employee who is restored to service within one year of service break.

Section Five. Seniority Lists. Seniority lists shall be

maintained annually and promptly made available to the Union.

Section Six. No credit for rank seniority shall be credited for time spent in an appointed position pursuant to C.G.S. 29-5g.

For such employees, rank seniority shall be credited upon completion of a working test period in the higher rank and then retroactive to the date the employee passed an examination for said higher classification.

ARTICLE 13

ORDER OF LAYOFF OR REEMPLOYMENT

Section One. A layoff is defined as the separation of an employee from state service at the direction of the employer for reasons unrelated to discipline or fitness. The State will consider other alternatives prior to instituting a general reduction in force in the bargaining unit. Such consideration shall be in the form of face to face meetings in which there is an exchange of proposals and ideas.

(a) Layoff within each rank shall be by departmental seniority, (excluding war service).

(b) Employees with less than eighteen (18) months of service in the State Police Department shall be deemed to have zero seniority for layoff purposes.

(c) An employee whose last service rating was unsatisfactory shall be treated for layoff purposes during the period prior to his/her next satisfactory service rating as having lost up to one year of seniority.

(d) In the case of a tie in seniority, the Department shall notify the Union, and within twenty-four hours of said notification, a Union representative shall meet with management and draw names a hat with the first name drawn being laid off first.

Section Two. The State Employer shall give an employee not less than six (6) weeks written notice of layoff, stating the reason for such action. Such notice does not apply to a bumpee

under Section Three. The Director or Undersecretary for Labor Relations shall arrange to have the employee transferred to a vacancy in the same rank or in any other position which in the judgment of the State Employer the employee is qualified to fill within the department. If the employee refuses to accept the transfer, an eligible employee may exercise bumping rights as specified in Section Three.

Section Three. Bumping in Lieu of Layoff. An employee with more than three years of continuous State service may bump into a lower rank within the department. The bumper shall be credited in such lower rank with total length of rank seniority in the rank from which he/she is being laid off and shall bump the employee with the lowest rank seniority in such lower rank with lesser seniority than the bumper, subject to the provisions of Section Two.

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

Section Four. (a) Contracting Out: 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 of its right to contract out.

The State employer will be deemed in compliance with this section, if the Employer offers to train an employee for a position which reasonably appears to be suitable based upon the employee's qualifications and skills. There shall be no reduction in pay during the training period.

The provisions of this section expires automatically upon expiration of this Agreement and/or implementation of the successor agreement. Either party may renegotiate for the inclusion of this provision or any modification thereof in any successor agreement.

(b) The utilization of retired State Police Officers shall not result in the layoff of any bargaining unit member.

ARTICLE 14

GRIEVANCE PROCEDURE

Section One. Definition. Grievance. A grievance is defined as, and limited to, a written complaint involving an alleged violation or a dispute involving the application or interpretation of a specific provision of this Agreement. Nothing in this definition shall be construed as limiting the Commissioner's open door policy.

Section Two. (a) Format. Grievances shall be filed on mutually agreed forms which specify: (a) the facts; (b) the issue; (c) the date of the violation alleged; (d) the controlling contract provision; (e) the remedy of relief sought. Any grievance may be amended up to and including at Step 2 of the grievance procedure as long as the factual basis of the complaint is not materially altered.

(b) In the event a form filed is unclear or incomplete and not in compliance with this Section, the State employer shall make his best efforts to handle the grievance as he/she understands it.

(c) When a dispute is settled either informally or in the grievance procedure either by stipulation or by decision, the employee and Union shall receive notice from the Department within fifteen (15) days of the Resolution as to the anticipated date when the resolution shall be implemented.

Section Three. Grievant. A Union representative, with or without the aggrieved employee, may submit a grievance and the Union may submit an "institutional" or "general" grievance on its own behalf. An employee can adjust his or her own grievance, and the Union shall provide management with the form to be used for this purpose. When individual employee(s) or group of employees elect(s) to submit a grievance without Union representation, the Union's representative or steward shall be notified of the pending grievance, shall be provided with a copy thereof, and shall have the right to be present at any

discussions of the grievance. If the employee does not wish to have the steward present, he shall state so in writing after consultation with the steward prior to the scheduled hearing date. The steward then shall not attend the meeting but shall be provided with a copy of the written response to the grievance. The steward shall be entitled to receive from the employer all documents pertinent to the disposition of the grievance and to file statements of position.

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

Section Five. A grievance shall be deemed waived unless submitted at Step 1 within 45 days from the date of the cause of the grievance or within 45 days from the date the grievant or Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance.

Nothing in this Section shall diminish the right of the grievant to pursue and obtain a prospective remedy for any continuing or ongoing violation.

Section Six. Step 1. Agency Head or Designee. A grievance may be submitted within the 45 day period specified in Section Five to the Agency's Labor Relations Unit. Within 14 days after receipt of the grievance, a meeting will be scheduled with the employee and a written response issued within five days thereafter.

Serious discipline as defined in Article 15 shall be filed directly to Step 2 of the grievance procedure.

Step 2. Director of Labor Relations or Designee. An unresolved grievance may be appealed to the Director of Labor Relations or designee within seven days of the Step 1 response or if there is no Step 1 response, within 45 days after submission of the grievance at Step 1. Said Director

or designee may hold a conference within 30 days of receipt of the grievance and issue a written response within 15 days of the conference. Failure to submit the grievance within the time limits specified shall be a waiver of the grievance.

Step 3. Arbitration. An unresolved grievance may be submitted to arbitration. The submission must be made in writing within 40 days after the Step 2 response is issued, or if there is no Step 2 response, within 110 days after the submission at Step 2. Failure to make a timely submission under the prior sentence constitutes a waiver of the right to arbitration. Submission to arbitration may be made by the Union or the State, but not by individual employee(s), except that individual employees may submit to arbitration in cases of dismissal, demotion, or suspension if not less than 5 working days.

Section Seven. For the purpose of the time limits hereunder, "days" shall mean calendar days unless otherwise specified. The parties by mutual agreement in writing, to include e-mail, may extend time limits or waive any or all of the steps hereinbefore cited.

Section Eight. Arbitration. (a) The parties shall mutually select up to seven (7) arbitrators who will hear cases on an alphabetically alternating basis unless otherwise agreed. Submission to arbitration shall be by letter, postage prepaid, or hand-delivered, addressed to the Director or Undersecretary for Labor Relations or designee, with a copy to the Commissioner of Emergency Services and Public Protection or designee.

(b) The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union or in dismissal, demotion or suspension cases when the Union is not a party one half the cost shall be borne by the State and the other half by the party submitting to arbitration.

(c) The arbitration hearing shall not follow the formal rules

of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his/her appointment.

In cases of dismissals, demotions or suspensions in excess of five days, either party may request the services of a court reporter, and shall notify the other party that such request will be made. Similarly, either party may make a digital recording of the hearing testimony. The party requesting court reporting services shall arrange for the Court reporter and pay the cost thereof. If both parties desire a copy of the transcript, they shall notify the reporting agency, and shall equally share the cost of the reporting services, and the transcript, including a copy to be provided to the Arbitrator. If only the requesting party desires a copy of the transcript, that party shall be responsible for the full cost, including a copy for the Arbitrator. Either party may also make such a request in hearings pertaining to other matters. Costs of transcription of digital recordings shall be borne by the requesting party and copies shall be provided to the Arbitrator and the other party.

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

(d) 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 60 calendar days prior to the date a grievance was submitted at Step 1. This does not alter or vary the time limit for filing a grievance under Section Five. The arbitrator shall render his decision in writing no later than 30 calendar days after the conclusion of the hearing unless the parties jointly agree otherwise. Failure on the part of the arbitrator to render his decision in 30 days will result in his removal from the panel upon the motion of either party.

(e) The arbitrator's decision shall be final and binding on

the parties in accordance with the Connecticut General Statutes Sec. 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest. The parties intend that all arbitration decisions except as otherwise stated above shall be reviewable in accordance with the standards established by the United States Supreme Court in *United Steelworkers of America v. Enterprise Wheel and Car Corp.*, 363 U.S. 593 (1960).

(f) Within thirty (30) days from receipt of a Step II response, or if no response, within thirty (30) days of the due date, grievances regarding all other complaints, including but not limited to, suspensions of five (5) days or less, contract interpretation, etc., during the life of this Agreement, can be submitted by mutual agreement for arbitration to the State Board of Mediation and Arbitration (SBMA) according to the SBMA rules and regulations.

Section Nine. Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance or arbitration procedure:

(a) The decision to layoff employees;

(b) The decision to establish new bargaining unit positions provided, however, this clause shall neither enlarge nor diminish the Union's right, if any, to negotiate on the impact of said decision;

(c) Compliance by the State employer with health or safety standards, laws, or regulations imposed by state or federal law;

(d) Any incident which occurred or failed to occur prior to the effective date of this Agreement, with the understanding that grievances filed which antedate this Agreement shall not be deemed to have been waived by reason of the execution of this

Agreement;

(e) Disputes over claimed unlawful discrimination in violation of Article 3 (Non-Discrimination) shall be subject to the grievance procedure but shall not be arbitrable if a complaint has been filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact;

(f) Any inherent management right not restricted by a specific provision of this Agreement.

Section Ten. The existing procedures for handling appeal of rejection from admission to examination and disputes over reclassification shall remain in force, except that the final step of the reclassification procedure shall be the same as the final step in the appeal of rejection from admission to examination.

Section Eleven. The parties will cooperate in consolidating for a hearing by single arbitrator two or more grievances arising out of the same or similar fact situations or involving the same issues of contract interpretation or both.

Section Twelve. A reasonable time before a scheduled arbitration hearing (usually 5-15 days), either party, by written notice may initiate a mutual exchange of (1) a list of witnesses which the other party intends to call, and (2) relevant documentary evidence in the possession of the party, e.g., statements of witnesses, log entries, incident reports, photographs.

Section Thirteen. The parties agree the grievance and arbitration procedure to be a private matter and therefore not open to the public or the media.

Section Fourteen. Expedited Arbitration: The parties agree that certain grievances submitted to arbitration may lend themselves to an expedited arbitration. Expedited Arbitration shall be by mutual agreement. The Arbitrator on the permanent panel of arbitrators, as set forth in Section Eight herein, with the

next available date that is acceptable to both parties, shall be selected for expedited arbitration. In the alternative by mutual agreement, the parties may select a different arbitrator for this purpose.

ARTICLE 15

DISCIPLINE

Section One. No permanent employee who has completed the working test period shall be reprimanded, demoted for disciplinary reason, suspended or dismissed except for just cause. Except as may otherwise be provided in Section Five, the "just cause" standard shall apply to any action which the Department designates as disciplinary.

Section Two. Progressive Discipline. The parties jointly recognize the deterrent value of disciplinary action. Accordingly, wherever appropriate, the State Police Department will follow these guidelines:

(a) Take prompt corrective action within a reasonable time after discovery of substandard performance or improper conduct;

(b) Apply discipline with a view toward uniformity and consistency of punishment;

(c) In the area of inefficient or incompetent performance, oral reprimands and constructive criticism should ordinarily precede formal disciplinary procedures; however, no such warning is necessary with respect to neglect of duty, insubordination or willful misconduct.

Nothing in this Section shall prohibit the State employer from bypassing progressive discipline when the nature of the offense requires, or from applying disciplinary action to differing degrees. The failure of the employer to apply progressive discipline in any case shall not by itself be deemed arbitrary, capricious, or discriminatory.

Section Three. Work Now Grieve Later. The Connecticut State Police is a semi-military organization, and it is the duty of

every member to obey every lawful command or order issued orally or in writing, and failure to do so may result in a breakdown in discipline and serious consequences. Orders must be obeyed and grievance procedures invoked later. Any member of the Connecticut State Police who fails to carry out orders or comply with rules, regulations, or instructions is subject to disciplinary action. If an employee challenges the legality of an order, such order shall be reduced to writing as soon as practical.

Section Four. Notice of Discipline. (a) After a management decision is made to impose discipline, but prior to its formal imposition, the Department will meet with the employee and the Union to discuss the contemplated discipline unless the employee waives Union representation in writing. At least ten (10) days prior to such meeting a copy of the Internal Affairs Report shall be provided to the employee. If there is no mutual agreement regarding discipline within ten (10) days of the meeting, the employer shall give formal notice of the imposed discipline to the extent provided in the State law or regulations.

(b) The following actions constitute serious discipline for purposes of this Section and Article 14, Section Six:

- (1) Dismissal
- (2) Demotion
- (3) Suspension
- (4) Transfers
- (5) Loss of off-duty use of car for a period of more than 15 days.

Section Five. Disciplinary Transfers. Disciplinary transfers are defined as transfers from command but shall not include reassignment within a command.

Transfers which have been designated as disciplinary shall be subject to the "just cause" standard. In cases of transfer not

designated as disciplinary if the Union establishes that a substantial motive for transfer was disciplinary, the "just cause" standard shall apply. In all other cases not designated as disciplinary, the arbitrator shall not substitute his/her judgment for that of the Employer.

Section Six. (a) Placement of an employee on a paid leave of absence shall be governed by Regulation 5-240-5a to permit investigation. Provided, however, nothing shall preclude an employee from electing to be placed on an unpaid leave of absence for up to thirty (30) days. In such event, the employee may draw accrued vacation pay. The Department and the Union shall meet on a quarterly basis to discuss the status of all open investigations and the projected time frame for completion.

At the expiration of the thirty (30) day period, the employer may extend the paid leave an additional 30 days pursuant to State Personnel Regulation § 5-240-5(A) or the employee shall be either:

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

(b) In lieu of a suspension with pay, the Commissioner of Emergency Services and Public Protection or his/her designee may suspend an employee's police powers when the nature of the alleged offense in his/her view warrants such action or where the employee's mental or physical fitness for duty is in question. An employee so suspended shall be assigned duties which do not require the exercise of police powers.

(c) The procedures for assignments of officers to alternative duty pending investigation of a shooting incident shall be set forth in the A & O Manual.

(d) The Department shall complete non-criminal

investigations with reasonable promptness and shall notify the employee when the Department determines that the investigation as to subject matter and persons involved is closed. Unless mitigating factors can be shown non-criminal investigations conducted at the Troop or District level should be concluded within a reasonable time frame. The Department shall notify the employee that the investigation has been closed, the manner in which it was closed and, upon request, provide the employee with a copy of the investigation and either transcripts of all interviews or copies of the audio tape.

The department shall provide the Union, on a quarterly basis, a list of all non-criminal internal affairs investigations initiated including: Any Case number (C, M or any other Agency assigned letter or any other designation,) IA number, employee name, troop, type of investigation and status.

(e) The Department shall and the Union shall meet on a quarterly basis to discuss the status of all open investigations and the projected time frame for completion.

Section Seven. (a) Investigative Interviews. During an investigative interview, the employee shall be accompanied by not more than two of the following: Union steward, Union representative, or other bargaining unit employee whom he/she chooses to represent him/her unless he/she waives this right in writing after conferring with the steward. "Representation" means advising the employee but shall not be construed as converting the investigative interview into an adversary hearing.

1. The Agency recognizes that in accordance with NLRB V. Weingarten, 420 U.S. 251 (1975), and Article 15, Section Seven (a) of the NP-1 Contract, employees who believe that an interview could lead to possible discipline are permitted to be accompanied by a Union steward, Union representative or other bargaining unit employee of his or her choice during an investigative interview.

~~2.~~ If a Union steward, Union representative or other

bargaining unit employee of the employee's choice is unavailable for the investigative interview, the investigative interview shall be scheduled so as to give the employee an opportunity to have the representative of his/her choice available, so long as the selection of a Union steward, representative or other bargaining unit employee is able to attend within ten (10) business days. This interview will take place within the ten (10) business days.

When the employer believes that the substance of an investigative interview is likely to lead to criminal charges, the employee will be advised of his/her constitutional rights and shall be granted his/her privilege against self-incrimination.

In cases in which the facts, in a claim against an employee, if proven, would constitute criminal behavior, the employee may refuse to answer questions on the grounds that the answer would tend to incriminate him/her. If the facts alleged would not constitute a crime, if the employee at first refuses to answer questions on the grounds of self-incrimination, the employer may specifically order him/her to do so, in which case the employee

shall be required to answer, but the answer will be treated as involuntary and may not be used in any way in a criminal proceeding against him/her.

No recording or transcription will be made without the knowledge of all participants in the investigative interview.

(b) A written explanatory may be utilized in lieu of an investigatory interview. In such instances notice shall be given on the written directive for such explanatory as to the employee's right to confer with a union representative prior to responding. A reasonable amount of time shall be provided to the employee in which to perfect and submit a written explanatory.

Section Eight. Suspensions. Employees who are suspended shall not hold themselves out as State Police Officers, and the

period of suspension shall not constitute service for the purpose of computing any pay or benefit and provided in State regulations, except as otherwise provided in Section Six.

Section Nine. Oral Reprimands. Where appropriate, oral reprimands shall be given in a manner that will not embarrass the employee before other employees or the public. "Oral reprimands" do not include orders or instructions to a subordinate designed to accomplish an operational goal.

Section Ten. Polygraphs. An employee may be requested to take a polygraph test but shall have the right to refuse. Neither the request nor the refusal shall be admissible in any form as evidence in a proceeding under this Article.

Polygraph test results are designed as an aid in the investigative process; accordingly, such results may not be admitted as evidence in disciplinary proceedings unless the employee has waived the confidentiality of the results, in writing.

Section Eleven. Investigation of Any Complaint (Internal and/or External). Any Complaints about the performance or conduct of a Trooper shall be encouraged to (1) identify themselves, and (2) reduce their complaint to a written, signed, sworn and notarized statement promptly, normally within ten days. An oral complaint which is not promptly reduced to writing either through a written complaint or the filing of an investigative report which is the Complaint Against Personnel or the (DPS- 678-(c)(1) or DPS 678(c) corroborating the oral complaint shall not be investigated unless it involves a charge of criminal behavior or a charge which the Department is otherwise required by law to investigate.

In the case of noncriminal conduct, a copy of the complaint or initial investigative report will be furnished to the employee at the outset of the investigation, together with the time, if known, of filing the oral complaint, if any. The identity of the complainant requesting anonymity will not be disclosed, except

that if the testimony of such complainant is a critical element of the employer's burden to establish just cause for discipline, such identity will be disclosed during the course of informal proceedings prior to formal notice of discipline.

The underlying nature of a complaint will be made known to the affected employee without modification of any existing language in this article.

Internal Affairs investigations with a disposition of 'Exonerated, unfounded or Not Sustained' will be excluded from the employee's official personnel file. This will include DPS-678-C.

Section Twelve. Violation of the No Strike Article. In the event that the State imposes dismissal or other discipline for breach of the No Strike Article and the State establishes that the employee breached the No Strike Article, the arbitrator shall have no power to alter or modify the discipline imposed.

Section Thirteen. Access to Information. During the course of informal proceedings prior to notice of formal discipline and during the course of the grievance procedure prior to arbitration, the State will share information with the Union and the employee consistent with the Union's entitlement as exclusive bargaining agent and with a view toward reaching agreement on the discipline being imposed.

Section Fourteen. Troopers may request Union representation consistent with Section 7 of this Article for any investigation or inquiry into a Complaint.

ARTICLE 16

FITNESS FOR DUTY AND LIGHT DUTY

Section One. Fitness for Duty. The parties intend that when a dispute over whether an employee is mentally or physically competent to perform his/her duties shall not be considered as a disciplinary issue, but, shall be resolved as a

medical question through arbitration. The "arbitrator" shall be a neutral physician, mutually selected through the American Arbitration Association, specializing in the area of dispute, as for example, an orthopedic specialist or psychiatrist. By mutual agreement, the "arbitrator" may chair a tri-party arbitration panel with the other two panel members selected one by each party. Disputes arising under this provision shall be submitted directly to arbitration under this Section. Consistent with Article 20, this provision does not apply to Trooper Trainees.

Section Two. Light Duty. (a) Purpose. Light duty positions are designated by the Department and exist solely to enable incapacitated sworn personnel to perform departmental functions although unable to fully perform their normal assignments.

(b) In each fiscal year of this contract, a minimum of twenty-seven (27) bargaining unit positions or the numerical equivalent of three percent (3.0%) of the bargaining unit, whichever is greater, shall be designated as light duty positions.

(c) The Commissioner within one month after legislative approval of this contract shall designate the light duty positions for the remaining portion of the fiscal year. Thereafter, not later than one month prior to the beginning of each fiscal year of this contract the Commissioner shall designate the light duty positions for that fiscal year. The Department shall provide a list of said designated positions to the Union upon request. Except in unusual circumstances employees assigned to the light duty program or otherwise assigned to limited duty assignments shall not be assigned TDY or permanently to vacancies within any specialized unit.

(d) Nothing precludes the Commissioner from increasing the number of light duty positions at any time, at his/her sole discretion, should a special need of the Department exist.

(e) Sworn personnel applying for a light duty position shall do so through the Department's Employee Assistance Program.

Placement in a light duty position shall be considered as an assignment to EAP.

(f) Eligibility for a light duty position shall be initially based on the following:

(1) Certification by the treating physician attesting to the applicant's limitation of function or disability. The employee requesting a light duty assignment shall submit said certification to EAP and EAP shall match the limitations to a suitable light duty position consistent with the limitations. If no position can be matched to the limitations, the employee shall be notified.

(2) The period of the limitation of function or disability must exceed ninety (90) days.

(3) A designated light duty position exists that the individual is capable of performing.

(g) The Department retains the specific right to question the physical or mental condition of any individual applying for, remaining on, or returning from a light duty position. Disputes arising out of this sub-section shall be resolved in the manner described in Section One of this Article.

(h) Sworn personnel designated by the parties in a Side Letter to the Agreement shall be given first preference to a light duty position before any other applicants are considered subject to all the provisions of this Section.

(i) For the sole purpose of this Section, incidents of hypertension and heart attacks shall be considered as occurring on-duty.

(j) On-duty incidents in all instances have priority over off-duty incidents in applying for and/or remaining on a light duty position.

(k) Limitation of function or disability resulting from a

non work-related off-duty incident will not be considered for a light duty position unless a designated position exists or a special need exists as determined by and at the discretion of the Commissioner. Light duty assignments under this subsection shall not exceed five (5) years in duration or when said employee becomes eligible for disability retirement or regular retirement, whichever occurs first. Employees applying for disability retirement retain all Issue 24 rights under the 1989 Pension Arbitration Award.

(l) In addition to the other sub-sections herein when there are more applicants for light duty positions than designated positions, seniority as sworn personnel shall determine the order of placement and removal.

(m) Sworn personnel in a light duty position must take their regular retirement when eligible, or, at their option, disability retirement, if there is another person not eligible for regular retirement in need of a light duty position and no such designated position exists and if no special need has been determined to exist by the Commissioner.

(n) Regular retirement as used in subsections (k) and (m) above shall mean twenty (20) or twenty-five (25) years of service or age 50, or twenty five years of service, depending on an individual member's eligibility as more specifically defined in the retirement agreement between the State and SEBAC and in the applicable statutes.

(o) Employees in designated light duty positions shall be eligible for overtime as such may occur only within their individual light duty position.

ARTICLE 17

HOURS OF WORK, WORK SCHEDULES AND OVERTIME

Section One. (a) Basic Workweek. The regular workweek of all employees shall be in conformance with C.G.S. Section 5-246, except, portal to portal time shall be standardized at thirty (30) minutes for travel from home to duty station and

thirty (30) minutes from duty station to home. Field Personnel shall continue to work the so-called 5-3 schedule. Certain groups of employees not traditionally subject to a rotating work schedule, including but not limited to administrative employees, fire marshals, criminal investigators, resident troopers, and other personnel on specialized assignments, shall continue to receive no fewer days off in each eight week cycle than field employees. The existing one-half hour paid lunch period shall be counted as time worked. However, during said meal period officers must be available to be contacted and dispatched. Patrol Officers are to take their meal period within their patrol area and must similarly be available to be contacted and dispatched. The taking of the meal period during the shift is subject to the operational demands of the Agency.

(NOTE: The existing one-half hour lunch period shall be counted as time worked. Troopers will now be paid for their lunch periods. This will require each trooper to be paid an additional one-half hour (.5) each day worked and two and a half (2.5) hours each week worked which is reflected in the pay plans in Appendix A.)

By Mutual agreement pilot programs recommended by the Wellness Committee may be implemented during the life of the Contract.

(b) The reference to C.G.S. Section 5-246 in Section (a) above is meant to refer to that statute as it existed on January 1, 1995.

(c) It is the intent of the parties that this agreement to institute a standard portal to portal or general patrol time of one half hour from home to duty station and one half hour from duty station to home will not be used to penalize or punish any officer.

No officers may be assigned to a location which negatively impacts his/her current or future general patrol time unless there is a legitimate need on the part of the employer.

Despite the language in Article 15 Section 5, grievances brought pursuant to this Section may be processed to arbitration.

Section Two. Starting and Quitting Times. (a) The parties recognize that stability of working hours and shift assignments is the best interest of all concerned. It is further understood that management requires a degree of flexibility as to the starting time of shifts in order to meet the needs of the public and to utilize available manpower in the most efficient manner.

(b) Existing and future shift schedules are established for the purpose of allowing management to meet these needs based upon analysis of all relevant factors as they exist in any troop or division area. Management will not change starting times without first considering all workload and "associated time consumed" data as it relates to the affected troop(s) or division(s). In such cases, the Department shall give the Union adequate notice to prepare documentation and be heard prior to any adjustment.

Section Three Except in unusual circumstances the starting and quitting times for each shift shall remain constant during each five-day consecutive period of work.

Section Four. The shift schedule covering each cycle of rotation shall be posted at least three (3) weeks in advance.

Section Five. For platoon or assignment changes of a long-term nature, then (10) days notice shall be given to the employee.

Section Six. Exchange of Shifts. Employees working under the same shift schedules performing substantially similar work may change shifts provided said exchange is completed within the same pay period. The dates for exchange shall be identified at the time of request:

(a) no additional cost to the State of Connecticut is imposed;

(b) the employee's supervisor is given reasonable notice,

normally in excess of 24 hours, and approves the swap;

(c) the State of Connecticut is not responsible for enforcing agreements made between employees;

(d) approval of shift changes is subject to revocation as dictated by the needs of the Department; and

(e) approval by the supervisor shall not be arbitrarily withheld nor shall revocation of an approved swap be arbitrarily made.

Section Seven. (a) All compensatory time accrued on or after July 1, 1979, and on or before December 31, 1990, whether in the form of "owed days", "T-days", or otherwise shall be taken at the employee's convenience within six months subject to the usual approval by the commanding officer, which approval shall not be unreasonably withheld. If the time is not taken within the six month period for any reason the following rules will apply: within thirty (30) days after the expiration of the six (6) month period an employee who previously had elected time off in lieu of cash for a holiday may elect in writing cash at straight time for such holiday. If he/she fails to do so, the Department may schedule the time off at its convenience or otherwise pay him off in cash at straight time or continue to allow the time to accumulate.

(b) Effective January 1, 1991 compensatory time (T-days) shall only be accrued as permitted in Article 30 (Holidays). The taking of T-days shall continue in keeping with the provisions of the preceding sub-section.

(c) Any pre-approved vacation request if five (5) or more calendar days in duration may not be rescinded except for a department-wide emergency mobilization.

Section Eight. Employees to be transferred shall be notified no less than two (2) weeks prior to the transfer date.

Section Nine. Short-term schedule changes shall not be made solely for the purpose of avoiding overtime, e.g.

rescheduling an employee required to appear in court from the evening shift to the day shift. With respect to administrative and investigative employees, the above provision shall be applied in conformance with past practice.

Section Ten. In emergency situations, the Employer may establish shifts of longer duration than those normally scheduled.

Section Eleven. Within each platoon or other recognized work unit the Department will assign non-emergency overtime (other than "Special Duty" overtime) in accordance with the following system:

Employees will be listed by seniority and shall have the opportunity to volunteer for overtime until each person on the list has had an opportunity. An opportunity refused, or a 'no answer' phone call or a telephone answering machine contact not returned, shall be considered as an opportunity actually worked. If there are insufficient volunteers, the Department will assign overtime in reverse order of seniority.

Section Twelve. In decisions concerning lateral assignments other than assignments covered under Article 25, Section 5(c), if in the supervisor's discretion all factors--efficiency, training needs, operational needs etc. are considered equal, the supervisor shall take into account departmental seniority. The supervisor's decision concerning such factors is final. The Union may grieve and arbitrate a pattern of failure to give proper consideration to seniority as a factor not justified by operational needs.

Section Thirteen. Meal Periods. Meal periods shall be scheduled close to the middle of a shift consistent with the operating needs of the agency.

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

(b) The State will continue to pay overtime to eligible employees at time and one half for hours worked over 40, except as provided otherwise in Section 5-245 for employees on rotating shifts and unscheduled positions and classes, and except for averaging schedules approved by the Director of Labor Relations.

(c) **Special Duty Overtime.** All bargaining unit classifications are eligible for this overtime.

(d) The parties agree that every attempt will be made to equalize mandatory overtime shifts necessary to staff the desk assignment with CAD certified officers.

(e) The existing rules regarding the HCP/OPA assignments shall be incorporated by reference and set for herein, except that:

Whenever a Trooper who has been assigned a HCP or OPA job, or has arranged for a swap of such an assignment with another officer and is notified within 24 hours of the start of the job that the job has been cancelled, the Trooper will be paid a minimum of four (4) hours pay. The time when the Trooper is initially assigned or receives the assignment via a swap, shall not be a bar to the receipt of the cancellation payment absent proof of abuse.

(f) Consistent with the A&O Manual, an employee may not work more than eighteen and a half (18.5) consecutive hours in a 24 hour period unless a special exception is made by a commanding officer.

Section Fifteen. Employees shall continue to be paid overtime consistent with past practice, although the parties recognize the statutory obligation that all bargaining unit employees be paid overtime in compliance with State and Federal Law, except that periods of unpaid disciplinary suspensions shall not be considered as hours worked.

In order to comply, employees shall have the amount of the

compensation paid to them reviewed, for purposes of FLSA compliance, based on the rules set forth in 29 CFR Part 553.230, i.e., twenty-eight (28) day work period or one hundred seventy-one (171) hours.

After the payment of overtime according to past practice, an employees' FLSA payment, if any, shall be computed according to rules set forth in 29 CFR Part 553. In computing such payment, only actual time worked shall be counted as hours worked. Furthermore, the FLSA liability shall be offset by the amount of overtime paid to the employee according to past practice for the FLSA work period.

Section Sixteen. If Trooper/Sergeant/Master Sergeant is held over or ordered in for four (4) hours or more, such a holdover or order-in shall be considered and “order in” for purposes of the overtime assignment process.

ARTICLE 18

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 working day, retroactive to the first such day, be paid for such work at the rate of the higher class as if promoted thereto, provided such assignment is approved by the Commissioner of Administrative Services or designee.

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 working days.

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

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

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

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

Section Seven. Service in a higher classification under this section shall not constitute permanent status in such class.

ARTICLE 19 COMPENSATION

Section One General Wage Increases

(a) Effective with the pay period that includes July 1, 2018, all employees shall receive a zero percent (0%) general wage increase. There will be no payment of any retroactive salary for contract year 2018-2019.

(b) Effective with the pay period that includes July 1, 2019, all employees shall receive a two percent (2%) general wage increase for the 2019-2020 contract year.

(c) Effective with the pay period that includes July 1, 2020, all employees shall receive a two and one-quarter percent (2.25%) general wage increase for the 2020-2021 contract year.

(d) Effective with the pay period that includes July 1, 2021, all employees shall receive a two and one-quarter percent (2.25%) general wage increase for the 2021-2022 contract year.

Annual Increments

(e) Retroactive Annual Increments for 2018-2019. In contract year 2018-2019, employees shall receive annual increments (retroactive) on time and in accordance with past practice.

(NOTE: Employees who received an increment in June, 2018 are not entitled to another increment. Retroactivity applies to those with a January 2019 A/I date.)

(f) Annual Increments for 2019-2020: Employees shall receive annual increments on time in accordance with past practice.

(g) Annual Increments for 2020-2021. Employees shall receive annual increments on time in accordance with past practice.

(h) Annual Increments for 2021-2022. Employees shall receive annual increments on time in accordance with past practice.

(i) Effective June 30, 2022, the current Step pay plan shall convert to a years of service plan. Employees shall progress based upon years of service. There shall be no compounding or multiple incremental movement upon transition to the years of service plan on June 30, 2022.

(j) During the term of this contract, employees shall receive

annual increments on time in accordance with existing practice (either June 30th or December 31st) each year.

(k) All other funds and differentials, etc. shall remain at the levels in effect on June 30, 2015 for the duration of this agreement.

Section Two. Meal Allowance. (a) The meal allowance shall continue to be \$18.88 per day based on the following:

| | |
|--------------------|---------|
| Minimum 4 Hours | \$10.70 |
| 5-6 Hours | \$16.13 |
| 6 1/4-12 1/2 Hours | \$18.88 |
| Over 12 1/2 Hours | \$22.95 |

(b) The above rates also apply to OPA and HCP assignments.

(c) There shall be no increases in the meal allowance for contract years 2015-2016, 2016-2017, and 2017-2018. Thereafter, any future meal increases shall be equal to the same percentage as the general wage increase or by the equivalent of any dollar increase to the general wage base.

(d) Section 29-4 of the Connecticut General Statutes is superseded by this Agreement with respect to the meal allowance.

Section Three. The widows' allowance is governed by the language contained in the Pension Contract between the parties.

Section Four. Night Shift Differential. The night shift differential shall continue to be \$0.75 per hour. Shift differential shall be payable in accordance with past practice as expressed in Appendix F herein.

Section Five. (a) Tuition Reimbursement. All employees who satisfactorily complete an approved course shall be eligible for tuition reimbursement for up to nine (9) credits per semester at the rate of 100% of the tuition,

laboratory fees and community college service fees up to a maximum of eighty-five (85%) percent of the per credit rate for undergraduate and graduate courses at the University of Connecticut.

(1) A fund of \$80,000 shall be established for this purpose in each contract year

(2) If this fund is not sufficient to reimburse all employees eligible under the forgoing paragraph, distribution shall be to all eligible employees on an equal pro-rata basis.

(3) Funds not expended in one year shall carry over into the next year provided however that the tuition reimbursement fund will expire on expiration of this contract.

(b) Training. A fund of \$35,000 shall be set aside for a training program to be administered by a panel consisting of two persons selected by the Commissioner of Emergency Services and Public Protection and two selected by the Union. Funds not expended in each contract year shall be carried over from one year to another, but shall expire upon expiration of the contract.

Notification of such training opportunities shall be made through a general notice open to all bargaining unit members. Employees shall submit their applications to their immediate supervisor who shall thereafter forward through the chain of command to the panel. Appropriate comments may be attached to the application by supervisors for consideration by the panel.

All other training and employees selected to attend same is at the discretion and determination of the Employer.

(c) Career Development Training Day. Each eligible employee shall be granted two days per year of paid time off during an employee's regular schedule, to attend (non-mandatory) training, including for training that is scheduled outside of the employee's regular work hours. If not used in any contract year, said training days shall neither accrue nor

be payable. Such training day shall be clearly related to an employee's primary job assignment or logical career profession. It may be selected at the employee's option and shall be paid at the employee's straight time rate as it shall be considered the employee's assignment for that day. The day must be taken as a full day and not in partial day increments. Requests to attend such training must be submitted, in writing, to the employee's commanding officer at least two (2) weeks in advance, identifying the activity to be attended and its relationship to the job assignment or career progression. No additional expense will accrue to the State other than granting time off to the employee without loss of a regular day's pay.

Section Six. Accidental Death or Dismemberment. (a)

The State will continue its existing accidental death and dismemberment policy (\$50,000 per employee). (b) The State will reimburse the State Police Union (a registered state vendor) up to \$25,000 for costs associated with the funeral services for any NP-1 member's line of duty death.

Section Seven. Career Development: Advancement to Trooper First Class. (a) All troopers who have completed seven (7) years as a sworn State Police Officer, who would be eligible for an annual increment on the basis of a service rating and have at least six (6) months continuous service shall be advanced to Trooper First Class.

(b) Salary schedule placement of a Trooper or Trooper First Class has no relationship to the requirement above to advance to Trooper First Class.

(c) It is understood by the parties that the position of Detective is not permanent, however, and such persons will resume the title of Trooper/Trooper First Class upon reassignment to uniform duties.

Section Eight. Hazardous Duty Stipend. A monthly stipend of \$100.00 shall be paid to employees assigned to and

performing the following hazardous duties: pilot, aviation observer, diver, tactical services (SWAT), hazardous devices (bomb squad) all major crime units and motorcycle (May 1 to October 31 only).

There shall be no pyramiding of stipend for employees assigned to and performing more than one hazardous duty.

Section Nine. Resident Troopers shall continue to receive a monthly stipend of \$100.00.

Section Ten (a) Canine care and training which is not accomplished during on-duty hours shall be governed by the following:

1. Employees assigned as handlers of patrol dogs will be allowed one (1) hour per day to attend to the needs of the dog.
 2. Employees assigned as handlers of food reward dogs will be allowed one and one-half (1.5) hours per day to attend to the needs of the dog.
 3. Any employee assigned as a handler of more than one (1) dog will be allowed an additional one half (1/2) hour per day per dog to attend to the needs of the dog.
- (b) At home canine care and training on off-duty days shall be governed by (a) above.
- (c) The hourly rate for at-home canine care and training shall be \$12.06.
- (d) Dog handlers shall continue to receive a monthly stipend of \$100.00.

Section Eleven. Field Training Officer Compensation. Each employee who is a Field Training Officer shall be paid one (1) hour of pay at the overtime rate for each shift the employee works as a Field Training Officer. This Section shall be effective July 1, 2005.

Section Twelve: Cleaning Stipend. All personnel

assigned to non-uniformed positions as their regular assignment shall be provided with a \$500.00 per year cleaning stipend. This stipend is to be paid as an annual lump sum payment.

Section Thirteen: Advanced Vacation Pay. Upon written request to the agency, no later than three 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 pay week.

ARTICLE 20

TROOPER TRAINEES

Section One. Definitions. (a) State Police Trooper Trainee is a job classification. Its duration is from date of hire to date of successful completion of the working test period. Effective upon Legislative approval, the annual rate shall be increased to \$50,000.

(b) A "recruit" is a term used for a State Police Trooper Trainee from date of hire until date of graduation from the Academy and becoming a sworn officer. It is not a job classification.

Section Two. Wages. (a) A "recruit" shall be paid at the applicable bi-weekly based on the Trainee rate contained in the salary schedules Appendix I.

(b) Effective the beginning of the first full payroll period following graduation from the Academy, a State Police Trooper Trainee shall be paid at the rate of Step 1 of the Trooper/Trooper First Class Salary Schedule.

(c) 1. Effective with the State Police 106th Training Academy Class all members within each class shall have one uniform annual increment anniversary date (July or January) regardless of any prior state service.

2. The first July 1st or January 1st following nine months

from each class date of hire shall be the annual increment anniversary date for the entire class.

Section Three. Benefits. (a) The existing group health insurance policies shall remain in effect during the term of this Agreement.

(b) Recruits will accrue one (1) day of vacation per month in accordance with existing practice but will not be entitled to use such leave while at the Academy, or for the first six (6) months of State service, whichever is longer.

(c) Recruits will accrue and be entitled to use sick leave in accordance with the State rules and regulations. The Commanding Officer may require the submission of an acceptable medical certificate to justify an absence (whether paid or unpaid).

(d) Recruits will be entitled to paid holidays as specified elsewhere in this Contract.

(e) Recruits will be eligible for Worker's Compensation benefits in accordance with the applicable State statutes.

Section Four. Other Conditions. (a) The Union, through the Labor-Management Committee, may make suggestions concerning revisions in the Academy's curriculum, rules or regulations.

(b) A recruit who has a complaint of harassment or discrimination on the part of Academy staff or other recruits may address such complaint directly to the Recruit Coordinator or Academy Commanding Officer.

(c) **Involuntary Separation.** A recruit may be terminated by the agency upon recommendation of the Commanding Officer of the Academy for any of the following reasons:

(1) Inability to meet the minimum physical requirements during training.

(2) Mental or physical inability to participate in any

portion of the training process.

(3) Failure to maintain minimum academic standards as prescribed in the Academy Rules and Regulations.

(4) Failure to conform to any Rules, Regulations, Orders or Directives of the State Police Department or Academy.

(5) Unsatisfactory evaluation of recruit's suitability for police work.

Absence from the Academy may also result in termination. Prior to an involuntary termination, the recruit will be entitled to an opportunity to discuss his/her case with the Recruit Termination Board. The board will consist of three members appointed by the State Police Commander. The Board will periodically provide the Union with a list of its completed cases, consisting of the name of the recruit, the date of the meeting and the disposition.

(d) Recruits will not have access to the grievance or arbitration process while enrolled at the Academy. After graduation, their rights will be prescribed by this Contract.

(e) The language of the following Articles of this contract are applicable to trainees while at the Academy: Preamble; Article 1 - Recognition; Article 2 - Entire Agreement (excluding the last paragraph); Article 3 - Non-Discrimination; Article 4 - No Strikes - No Lockouts; Article 5 - Management Rights; Article 6 - Union Security; Article 11 - Working Test Period; Article 35 - Savings Clause; and Article 36 – Supersedence - Article 44 Overpayments. Thereafter the entire Contract is applicable. Notwithstanding the foregoing, the just cause standard is not applicable to a trainee prior to completing the working test period. During the working test period, it is understood and agreed that the State Labor Board's Decision Number 1729 sets forth the appropriate standard of review. The Employer must act in good faith and make a sincere attempt to review the justice of its decision to drop a trainee during the

working test period.

ARTICLE 21

WORKERS' COMPENSATION

Section One. The Department of Administrative Services will continue to make determination whether an injury or illness is or is not job-related. If the decision is that injury or illness is not job-related, the matter shall not be subject to the grievance and arbitration procedure, nor shall this Agreement in any way enlarge or diminish the rights of the parties under the Worker's Compensation laws.

A Workers' Compensation Committee shall be created and will consist of the State Police Colonel or his/her designee, the State Police Union President or his/her designee, and the DESPP Director of Human Resources. The State Police Colonel or his/her designee, the State Police Union President or his/her designee, and the DESPP Director of Human Resources, shall equally determine whether a work related illness or injury should be approved at the rate of 75% or 100%.

If the decision is that an injury or illness is job-related, the Commissioner of Emergency Services and Public Protection or his/her designee(s) within the Department shall determine whether the injury or illness was incurred while performing duties as referred to in C.G.S. Section 5-142(a). A negative decision shall be subject to the grievance and arbitration procedure. The steps of the grievance procedure will be bypassed and the dispute will be submitted directly to arbitration.

If a determination is made that a work related illness or injury is only approved at the rate of 75% and the employee has exhausted their accrued sick leave, the employee shall be allowed to use other accrued leave to offset the loss of salary.

The grievance and arbitration procedure shall be the exclusive procedure for resolving any such dispute, superseding any pre-existing statutory administrative hearing, appeal or

review procedure.

In no event will disputes over the extent of illness or injury be subject to the grievance and arbitration procedure.

Beginning April 1, 2000 and every three (3) months thereafter the Department will supply the Union with a list of the names of each employee injured and whether the injury was subject to the provisions of C.G.S. Sec. 5-142(a) or not.

ARTICLE 22

GROUP HEALTH INSURANCE

Section One. The terms and conditions of employee health insurance benefits are negotiated separately by the State and the Unions. All provisions concerning health insurance benefits are governed by the separate agreement of the parties on that subject.

Section Two. If at any time during the term of this Agreement any health insurance coverage, plan or service incorporated by reference or described herein becomes unavailable or is altered by any third party not within the contemplation of this Agreement, the matter shall be referred to the Health Care Cost Containment Committee.

ARTICLE 23

PREGNANCY, MATERNAL, PATERNAL AND FAMILY LEAVE

Section One. Disabilities resulting from pregnancy, miscarriage, abortion, childbirth or maternity, defined as that period of time, as certified by the attending physician, in which an employee is unable to perform the requirements of her job, will be charged to any accrued sick leave and may be charged to any other accrued leave upon the exhaustion of accrued sick leave.

After the period of paid leave, an employee who remains disabled may request a medical leave of absence to the extent provided by existing statutes and regulations, as they may be amended.

After the period of disability, an employee may request a family (parental) leave of absence to the extent provided by existing statutes and regulations, as they may be amended, and as described in Section Three.

Section Two. Up to five (5) days paid leave, deducted from sick leave, will be provided to a spouse in connection with the birth, adoption, or taking custody of a child, or the prenatal or postnatal care of a spouse.

Section Three. Parental and Family Leave.

Parental Leave and family leave shall be governed by C.G.S. Section 31-51kk et. seq. (and any amendments) and the appurtenant regulations. The current FMLA manual is located on the DAS website:

<https://portal.ct.gov/-media/DAS/Statewide-HR/A---Z-Listing-Task-PDFs/Family-and-Medical-Leave-Entitlements-Manual.pdf>

A statutory parental leave need not commence immediately following the birth or adoption of a child, but must be completed within the one (1) year period following such birth or adoption. An employee who is granted a statutory non-disability leave may request and shall be granted the financial benefits of accrued vacation leave, personal leave and/or compensatory time during the period of statutory leave; however, such time, if taken during the period of statutory leave, shall not be utilized to extend the same leave period in excess of that described in the request for such leave or the statutory maximum.

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

ARTICLE 24

BID SHIFT

The Connecticut State Police Department agrees to continue to operate under a mandatory bid shift schedule as detailed in this Article. The bid shift will allow Troopers and Sergeants to bid according to seniority for a shift preference. Thus, officers will bid for their desired shift preference according to seniority except as provided for by other sections of this Article.

Section One. Officers Affected. Bid shift will involve uniform patrol Troopers and Sergeants. Sergeants shall be covered by the bid shift when their number at a Troop is six (6) or greater, excluding Sergeants whose primary responsibility is in the Resident Trooper Program otherwise, when the number of Sergeants falls below six (6) at a Troop, Sergeants must work out their own shift assignments in a manner acceptable to management. Master Sergeants are not covered by this Article. When an officer bids for the bid shift, that election shall be irrevocable once the schedule is posted and for the entire 112 day cycle unless management allows otherwise.

Section Two. Bidding Forms. Bidding will be done through the completion of bid forms. On the form each individual must list the first, second, third and fourth preference. Bids must be fully completed and submitted when requested prior to the start of a cycle. All officers must submit these forms.

Section Three. Staffing Allocation. Prior to each cycle management will post at the Troop estimated staffing levels on each shift prior to the submission of the officer's bid forms. There will be four possible options for selection.

The shifts to bid upon are day, evening, midnight, or day/evening. However, the day/evening shift(s) shall only be assigned on a voluntary basis. In addition, management may set up such other tactical shifts as it deems necessary. Officers will

bid by seniority for these tactical shifts as they would any other shift.

Management retains the exclusive right to determine the number of officers required to staff each shift. However, if a long term vacancy occurs (officer will be off the shift for ten or more consecutive working days), then management may fill that slot by bumping another officer(s) from another shift(s).

Officers assigned to bid shift may not bid for a particular "slot" within the shift. A "slot" is defined as an officer's work schedule with specific days on and off. If a vacancy occurs within a shift at any time, that vacancy need not be filled if the shift is at or above the recommended staffing level.

Upon receipt of all officers' bid forms, management shall finalize the schedule. In order to ensure proper utilization and adequate distribution of experienced staff, management shall take into account the following factors: e.g., seniority, training and special skills.

For any officer who would have received his/her first choice based on the application of seniority alone, but for the application of the other above-listed factors does not receive that choice, the Department will make a good faith effort to have strict seniority applied to the officer's selections during the next bid cycle.

Section Four. Trooper Trainee Exclusion. New Troopers will be excluded from the bid shift schedule to complete on-the-job training for a period of 12 months after their completion of the Field Training Officer (FTO) Program.

Section Five. Change of Shifts. Long Term - Any Sergeant or Trooper may have his/her shift changed upon the giving of ten days notice. The notice shall be written. The shift assignment may be changed for any legitimate management reason including, but not limited to, operational needs, training needs, in-service training, minimum patrol, etc.

Short Term schedule changes shall be governed by Article 17 Section Nine of the State Police Contract and past practice.

Short Term Exception - Management may schedule required in-service training without advanced notice. Additionally, if a schedule change is required, it need not be made for an entire five day workweek. However, management, when practicable, should give the ten day notice.

In-Service Training Defined - In-service training shall be defined as mandatory training required of all officers. There shall be a limit of five (5) short-term schedule changes per person in a contract year.

General - If a long term schedule change occurs, then the employee's shift will be changed for the entire five day workweek unless the employee and management mutually agree otherwise. When practicable, a rotational reverse seniority system will be utilized to handle long term assignment changes.

Section Six. Transfers. Absent extenuating circumstances, transfers should be made to coincide with a bid shift cycle change to allow prospective transferees the opportunity to bid. If not, then upon transfer, the employee shall be placed on the same shift assignment the employee worked at his or her previous work location until the next bid shift cycle as long as it does not result in overtime costs. However, nothing in this section shall be construed as allowing the date of a transfer(s) to be subject to the grievance and arbitration procedure. This section is merely advisory in nature.

If practicable, Troopers/Sergeants being subject to a non-disciplinary transfer, up to one week prior to day one of a new cycle starting, shall be permitted to bid pursuant to this article at their new Troop or Unit assignments.

Section Seven. Maintenance of Vehicle. No compensatory time off, nor overtime will be allowed for the maintenance of department vehicles. Spare cars will be utilized when maintenance is required.

Section Eight. Seniority. Seniority for bid shift purposes only shall be determined according to the following criteria:

- (1) Time in rank
- (2) Time as a member of Connecticut State Police
- (3) Names drawn out of a hat.

Section Nine. Discipline. Bid shift can be denied or limited for disciplinary reasons subject to just cause.

Section Ten. Administrative Denial. Bid shift can be denied or limited to an officer for administrative purposes such as reassignment to another Troop. (e.g., patrol officer must learn patrol area during daylight hours, officer has personal problems and needs to change shifts, officer needs closer supervision, etc.) This type of administrative assignment is limited to 35 working days.

Section Eleven. Denial of Bid Shift/Evaluations. Management may deny or limit an officer the option to elect a bid shift if that officer in his/her most current service evaluation is rated "unsatisfactory" in any one or more categories or who is rated "improvement needed" in two categories.

Section Twelve. Emergency Assignments. Bid shift personnel may be changed to another shift without the payment of overtime for emergency purposes, pursuant to the provisions of this Contract.

Section Thirteen. Exclusions to Bid Shift Seniority Provisions. Dog handlers and motorcycle riders will be assigned according to seniority outside of the normal bidding of the troop.

Section Fourteen. Resident Troopers. Resident Troopers are excluded from the bid shift program.

Section Fifteen. Health. The long term effect of steady shifts on officer's health may be the subject of future discussions via the Labor-Management Committee.

Section Sixteen. Resolution of Differences. During this

agreement there shall be a bid shift committee consisting of three (3) union and three (3) management representatives which shall be the exclusive forum to discuss and attempt to resolve disputes. However, nothing in this Article shall be construed as diminishing the grievance and/or arbitration rights on any matter in the contract not directly affected by this Article.

Section Seventeen. This Article is not subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 25

LABOR-MANAGEMENT COMMITTEE

Section One. The parties agree, that in order to provide a method for promotion of those goals described in the Preamble and for the purpose of addressing future considerations which may affect the continuing climate of harmony and mutual responsibility, there shall be a Labor Management Committee and similar committees consisting of not more than five designees of the Employer and not more than five designees of the employees represented by the Union.

Section Two. Said Committee may meet no less than quarterly, and shall discuss application, clarification and aberrant manifestations of terms and conditions of this Agreement as well as improvement of the parties' relationships and efficiency and increased productivity; among other matters, the Committee may propose additional matters, mutually agreed upon in Committee, which were not within the contemplation of the parties to this Agreement but deserve immediate attention or redress, subject to the provisions of Article 2 (Entire Agreement).

Section Three. The Commissioner of the Department of Emergency Services and Public Protection may be available to meet informally with the Union President at reasonable times to discuss the problems of mutual concern.

Section Four. Auxiliary State Police. The Labor-Management Committee shall meet for the purpose of making recommendations to the Commissioner of Public Safety in the

following areas:

(1) Defining the duties of auxiliaries with particular emphasis on listing the types of situations, roles, functions and duties which auxiliaries should not perform because of the level of professional police judgment and training required.

(2) Devising a uniform for auxiliaries which is plainly differentiated from that of State Police.

Section Five. Career Development. (a) The Department will notify bargaining unit personnel via written announcements of career development opportunities in specialized bureaus and units within the bargaining unit before such positions are filled.

(b) The Department will cooperate through the Labor-Management Committee in developing selection criteria and standards to insure that career development opportunities in specialized bureaus and units within the bargaining unit and education training opportunities within the bargaining unit are filled on the basis of merit.

(c) (1) Whenever the Department decides to fill a vacancy in any such specialized bureau or unit (not including inter-troop transfers or intra-troop assignments), the selection shall be based on qualifications established by the Department, as, for example, efficiency, training needs, operational needs and prior experience relating to such vacancy. "Prior experience" will be determined by evaluating duties performed regardless of prior assignment (for example, in the case of filling a "detective" vacancy, regardless whether related duties were performed while assigned to a C.I. unit or otherwise assigned).

(2) If in the judgment of management all such factors are considered relatively equal, seniority will be utilized. Management's decision concerning such factors is final unless the Union can establish that Management exercised such judgment arbitrarily or capriciously. No junior employee may grieve the selection of a senior applicant.

(3) An employee selected under this subsection shall

serve a probationary period not to exceed six (6) months. An employee who fails to complete the probationary period shall have the right to return to his/her previous assignment.

(4) Specialized bureaus and units presently are:

- All District C.I. Units
- Traffic Services Unit
- All Units in Bureau of Criminal Investigation
- All Units in Fire Explosion and Investigation Unit
- Community Affairs
- Emergency Services
- Research and Planning
- Information Systems
- Crimes Analysis
- Forensic Laboratory
- Polygraph
- Resident Trooper
- Emergency Management & Homeland Security

(d) The Department and the Union will cooperate through the Labor-Management Committee in continuing to discuss its plans for career ladder and/or departmental reorganization.

(e) The State recognizes the importance of maintaining the professional status of bargaining unit members. Therefore, personnel of other bargaining units, whether "sworn" or not, are not considered as "State Police Officers" and are not considered to have accrued service as "State Police Officers."

(f) **Community Policing.** Selection of officers to cooperative policing assignments at each Troop will normally be from the then current roster of officers assigned to that Troop.

The Trooper Commander of each Troop shall exercise his/her discretion in selecting said officers based on criteria designed to select the officer best able to fill the needs of the position.

The selection process for cooperative policing assignments will be a continuing topic of discussion at labor-management

meetings during the term of the contract.

Section Six. Staffing Problems. A subcommittee of the Labor-Management Committee shall be used for continuing discussion between the Department and the Union concerning departmental staffing problems as it relates to the safety, workload and working conditions of bargaining unit members. The subcommittee shall meet quarterly to evaluate such concerns. The committee shall consist of executives of the Union and Management as follows:

Up to Four (4) from the Union

Up to Four (4) from the Department of Emergency Services and Public Protection

Recommendations of the committee shall be forwarded to the Commissioner of Emergency Services and Public Protection, who may forward said recommendations to the Secretary of the Office of Policy and Management and the Commissioner of Administrative Services for review and implementation within budgetary constraints.

Section Seven. Specific safety concerns including the impact of the Employer's staffing decisions of employees safety shall be addressed by the parties within the framework of the Labor-Management Committee.

Section Eight. Career Ladder Committee: Within six (6) months following Legislative approval of this Agreement, a committee consisting of equal numbers of Management and Labor representatives shall convene to develop a mentoring program and outline a process for getting into specialized units. The Committee shall issue a written report within twelve (12) months thereafter. No changes to the existing contract shall be made unless there is mutual agreement between the Union and the Office of Labor Relations after consideration of the report.

ARTICLE 26

INDEMNIFICATION

The State Employer will continue to indemnify persons covered by this Agreement to the extent provided in Section 4-165, 29-8a and 53-39a of the Connecticut General Statutes.

ARTICLE 27

SAFETY AND RELATED WORKING CONDITIONS

Section One. Health and Safety Standards. The Employer acknowledges its duty to comply with all health and safety rules and regulations which pertain to employees of the State Police Department. The Employer is receptive to recommendations from employees, through the Union, concerning ways by which good safety practices can be promoted. Employees, too, recognize their obligation to report safety defects and otherwise to cooperate fully in the maintenance of equipment and facilities. The Employer will continue to (1) maintain adequate heating and ventilation at each troop and (2) provide adequate security for personnel and possessions at each State Police facility.

Section Two. The Union may submit to the Commissioner of Emergency Services and Public Protection any recommendations, with supporting data, concerning vehicles, arms, munitions, or other equipment.

Section Three. The safety vest issued will be a 3A Grade. This will be issued on a replacement schedule that the Agency already has established. New classes will receive them first then the next scheduled roll out to current troopers. Replacement bullet proof vests will be issued prior to the expiration date of current vest replacement. The difference in cost shall be covered by the stress funds, Article 33, Section 10, upon committee approval.

ARTICLE 28 VACATIONS

Section One. (a) For employees on the payroll June 30, 1977, the present vacation schedule shall remain in force, except that employees who have completed 20 years of service shall earn paid vacation credits at the rate of 1-2/3 work days for each completed calendar month of service. For employees hired on or after July 1, 1977, the following vacation leave shall apply:

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

(b) On and after January 1, 1979, no employee will carry over without agency permission more than 10 days of vacation leave to the next year. For employees hired on and before June 30, 1977, the maximum accumulation of vacation leave shall be 120 days. For employees hired on and after July 1, 1977, the maximum vacation accumulation shall be 60 days and the maximum carryover 5 days per annum. Notwithstanding the above, during active service employees may accrue up to seventy (70) days of vacation leave for the purpose of using vacation leave. However, such an allowance will not create any obligation to pay out more than sixty (60) days when the employee separates from state service. Accordingly, the maximum accumulation for payout purposes shall remain at sixty (60) days.

Section Two. Vacation Selection. Vacation leave shall be selected on a rank-by-rank basis within each troop, and for employees who are not assigned to a troop, on the rank-by-rank basis within each division or recognized work unit. Conflicting leave requests with each rank, not to exceed annual accrual, will be resolved in favor of the employee with greater seniority in rank, excluding war service, by such scheduling adjustments as

the Commanding Officer deems necessary.

Employees who receive Military Leave during the prime vacation period (May 1-September 30) shall be considered to have exercised their seniority rights under this section consistent with existing practice; except that employees who receive no more than 15 days annual Military Training during the Prime Vacation period shall ordinarily be permitted to select 5 consecutive days of vacation according to seniority.

Section Three. Vacation Leave. The selection of vacation time will be made from within the various troop shifts, not from within the troop as a whole. Vacation request forms must be submitted at the same time that bid shift selection is made.

Section Four. Personal Leave. The request by employees to use their personal leave days shall not be denied by the employer on or before October 1st and absent an emergency or special operation/ event.

Section Five. State Closing. Employees on vacation for less than a week (7 days or less) shall not be charged a vacation day if the State is closed during the employee's normal work shift. Any employees scheduled to be out of work on vacation for the week (more than 7 days) shall be charged for such leave if the State is closed during such time.

ARTICLE 29

OFF-DUTY USE OF STATE VEHICLES

Section One. During the life of this Agreement, the Employer shall continue to permit the use of assigned vehicles while off-duty subject to those rules, regulations, and orders promulgated by the Commissioner of Public Safety and existing prior to the signature date of this Agreement.

Section Two. The Department will continue to provide the associated costs for vehicle maintenance consistent with past practice.

ARTICLE 30

HOLIDAYS

Section One. For the purpose of this Article, holidays are as follows:

| | |
|-----------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King, Jr. Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |

Celebrated on days as determined annually by the State Personnel Department. Premium Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving day and Christmas Day. All other holidays are considered non-premium holidays.

Section Two. Employees regularly scheduled to work on a holiday and who work as scheduled shall continue to receive their regular pay for the holiday plus either extra pay at straight time or compensatory time off for all such holidays worked, subject to the provisions of Article 17, Section Seven. Employees not regularly scheduled to work on a holiday shall continue to receive compensatory time off and not cash for a holiday falling on a scheduled work day. An employee who is required to work on a premium holiday shall be paid at the rate of time and one-half for all regularly scheduled hours worked on the premium holiday plus either extra pay at straight time or compensatory time off for the regularly scheduled work day. Effective upon Legislative approval, New Year's Day, Independence Day and Christmas Day shall be celebrated on January 1, July 4 and December 25 respectively.

Section Three. Whenever a holiday falls on an employee's scheduled day off, he/she will receive a compensatory day off. An employee who is called in on a holiday shall, if

otherwise eligible, receive overtime at the applicable rate.

Section Four. Holiday and Personal Leave. The selection of holiday and personal leave will remain on a first come, first served basis and seniority will only be utilized to break a tie in the case of two or more officers applying at the same time. Request for personal leave or holiday leave must pertain to time within the cycle in which the request is made. The granting and/or denial of personal or holiday leave will be made as soon as practicable, taking into account the scheduling needs of the Department.

ARTICLE 31 RETIREMENT

Retirement is a subject in another agreement. Retirement is not part of this Agreement.

ARTICLE 32 SICK LEAVE, PERSONAL LEAVE, OR OTHER PAID OR UNPAID LEAVE OF ABSENCES

Section One. Except where varied in this Agreement, the State will continue in force its written rules and regulations with reference to sick leave, personal leave, or other paid or unpaid leave of absences.

Section Two. Sick Leave Bank. (a) A sick leave bank is established for use by bargaining unit employees who have completed their probationary period, have exhausted their own sick leave, and who have established that they are suffering from a serious continuing illness or injury not job-related.

(b) If the sick leave bank is exhausted prior to the expiration of this Agreement, the parties shall take necessary action, through the Labor-Management Committee, to replenish the Bank.

(c) The Sick Leave Bank Committee (SLBC) composed of an equal number of labor and management representatives shall determine the eligibility for the use of the bank and the amount

of leave to be granted, provided the following criteria are met.

- i. Completion of probationary period.
- ii. Used up all his/her sick leave and any other paid leave.
- iii. Consecutive absence on account of illness or injury is likely to continue in the future.
- iv. Adequate medical evidence that the illness or injury is likely to continue in the future.
- v. Adequate medical evidence that he/she has not yet reached maximum medical improvement but may return to full-time police work without any limitation of function or disability in the future. In no event will the sick leave bank be used to postpone disability retirement.
- vi. No prior record of sick leave abuse for which the employee has been disciplined during the preceding 24 months.

Special exceptions to subsection i., ii., iii., and vi. may be granted at the discretion of the SLBC if the other criteria are met, in the event that there is a tie, the Colonel or his/her designee shall be the tiebreaker.

(d) Sick Leave Bank Reimbursements for Workers Compensation Claims: Should it be determined that a member who utilized the sick leave bank should have been covered by Workers Compensation during any dates on which the member used time from the sick leave bank, the employer shall restore the time so used to the sick leave bank.

Section Three. Sick leave bank days will not be used to supplement worker's compensation payments. Effective with the pay period that includes July 1, 2005, an employee shall reimburse the sick leave bank if the employee subsequently receives workers compensation for the same injury or illness.

Section Four. Unused sick leave bank time shall be carried over from year to year.

Section Five. Sick Leave. Effective upon legislative approval, the number of sick family days per year shall be increased from five (5) days to ten (10) days. Family sick leave up to ten (10) days per year shall not be considered an occasion. The number of sick occasions will not be documented on an annual service rating unless the overall service rating is classified as a "needs improvement."

ARTICLE 33 MISCELLANEOUS

Section One. The Union will be responsible for printing a mutually agreed number of contract booklets. The State will reimburse the Union for one-half of the printing costs within 45 days, upon presentation of an itemized invoice for the actual printing.

Section Two. Except where varied in this Agreement, the State will continue in force its written rules and regulations with reference to eligibility for meals or reimbursement therefore, death benefits and uniform allowance.

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

Section Four. References in this Agreement to "rules and regulations" refer to the "Blue Book" Regulations of the Personnel Policy Board as amended from time to time prior to the date of signing this Agreement, including all applicable General Letters and Q-Items.

Section Five. If a court appearance arises out of or is requested by or on behalf of the State, the employee shall be paid for such time and if the employee's presence is required beyond his or her normal work day, such time shall be paid in accordance with the overtime provisions of this Agreement.

Section Six. Military Leave. (a) A full time permanent

employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training, provided such leave does not exceed twenty-eight (28) scheduled work days of military leave per 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.

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

(c) The provisions of this section shall supersede Section 5-248(c) and 27-33 of the Connecticut General Statutes and the appurtenant regulations.

Section Seven. (a) The State shall provide uninsured / underinsured coverage for the State Fleet Insurance of \$1,000,000.

(b) With respect to Article 33 of the collective bargaining between the State of Connecticut and the Connecticut State Police Union, and specifically as to the contractual provision that the State shall provide uninsured/underinsured coverage for all State Police Officers under the State Fleet Insurance Policy in the amount of one million dollars (\$1,000,000.00), per person the parties agree that the State will continue to cover officers under said policy in all instances where they are injured by a motor vehicle when the officer is outside of his/her assigned vehicle.

Section Eight. The current Standard State Travel Regulations shall govern out-of-state travel except for meal reimbursements which shall be:

| | |
|-----------|---------|
| Breakfast | \$ 6.00 |
| Lunch | 8.00 |
| Dinner | 18.00 |

In such instances of out-of-state travel employees shall not put in for meal allowance as permitted by Article 19 of this Agreement.

Section Nine. In addition to any life insurance coverage available pursuant to Section 5-257(b) of the Connecticut General Statutes, optional group life insurance coverage up to a maximum of fifty thousand dollars (\$50,000.00) may be purchased by any employee in the bargaining unit. The state comptroller shall deduct the necessary amount from the employee's pay and shall pay the premiums on such policy or policies. Any dividend or other refunds or rate credits shall inure to the benefit of the state and shall be applied to the cost of such insurance. Such optional coverage shall not be included when calculating the amount of reduced life insurance coverage due retired employees pursuant of Section 5-257(d) of the Connecticut General Statutes.

Section Ten. (a). There shall be a joint labor-management committee composed of two representatives designated by labor and two representatives designated by management. A chairperson of the committee will be selected by the labor and management representatives if either side requests. The Committee shall have authority to dispense funds allocated to the committee under this contract subject only to government purchasing regulations.

(b) The Committee shall recommend to the Commissioner of Department of Emergency Services and Public Protection other measures it feels necessary to accomplish its goals of eliminating and/or reducing stress and enhancing or improving physical fitness among the officers.

(c) The sum of \$25,354 will be provided in each of the contract years in this Agreement for said programs or measures.

Unexpended funds may be carried over from year to year, however, such funds shall not carry over beyond the expiration of this Agreement.

(d) The Committee shall develop an approval process for bargaining unit members to submit requests for participation in stress management programs, including the amount of financial assistance provided to an employee. An amount not to exceed two thousand dollars of the fund may be dedicated to this purpose per contract year. Bargaining unit members who believe they have been subjected to extraordinary stressors may submit a request for financial assistance to defray the cost of participation in a stress reduction program. All information provided to the committee by the employee making such a request shall remain confidential and shall not be released to any person outside of the committee except as may be required by law.

(e) This Section shall have no effect on any other existing rules or regulations pertaining to fitness for duty.

Section Eleven. The parties agree to continue the practice that upon separation from employment, accrued payments for vacation time and sick leave will be based on a standard nine-hour workday. Accordingly, each “day” will be computed at nine hours pay.

Section Twelve. Equipment Stipend. Effective upon legislative approval, all employees shall receive an annual stipend of one- hundred and twenty-five dollars (\$125.00) for safety shoes and Equipment. Said stipend shall be paid on or about October 1st of each year.

Section Thirteen. No Loss of Benefits while on Workers’ Compensation. (a)An employee on Workers’ Compensation accrues vacation, during the employee’s absence from work as if he or she was not on Workers’ Compensation except that the employee shall not forfeit vacation leave due to their inability to use such leave because of their absence from work. Upon return

to work the employee must meet promptly with their Master Sergeant or Commanding Officer to schedule, within one year of returning to duty, any accrued vacation leave that exceeds the maximum amounts the employee would have been able to accrue while on regular duty. (b) No promotion shall be delayed or denied to any employee who is out of work due to a work related injury or disability if said employee is released to full duty within six (6) months of the date of promotion.

Section Fourteen. All funds, stipends, fees, differentials or other economic items not TA'd or Awarded shall remain at the rate in effect on June 30, 2018 for the life of the collective bargaining agreement.

ARTICLE 34

LEGISLATIVE ACTION

The cost items contained in this Agreement and the provisions of this Agreement which newly supersede pre-existing statutes shall not become effective unless or until legislative approval has been granted pursuant to C.G.S. Section 5-278. The State Employer shall request such approval as provided in said Section. If the legislature rejects such request as a whole, the parties shall proceed in accordance with the Statute.

ARTICLE 35

SAVINGS CLAUSE

Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction, at the request of either party negotiations shall commence solely on any such provision which is a mandatory subject of bargaining. Article 2 notwithstanding; provided, however, negotiations shall not be required during the pendency of any appeal unless the particular provision is no longer being implemented.

ARTICLE 36

SUPERSEDEENCE

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

ARTICLE 37

DURATION OF AGREEMENT

This Agreement covers the period July 1, 2018 to June 30, 2022. Language changes herein shall become effective upon legislative approval unless stated to the contrary.

Negotiations for a successor to this Agreement shall commence within the timetable established under C.G.S. Section 5-276a(a) unless agreed otherwise by the parties. The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.

ARTICLE 38

PAST PRACTICES

Any change in or discontinuation of written or 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 14 (Grievance Procedure).

ARTICLE 39

EDUCATION INCENTIVES

Effective with the pay period that includes July 1, 2005, each full time permanent employee at the rank of Trooper or higher shall be eligible to receive a five hundred dollar (\$500.00) lump sum payment upon submitting adequate documentation of having received a Bachelor of Arts degree in a job-related discipline from an accredited institution of higher learning.

The State and the Union shall work with the constituent units of higher education in an effort to develop a job-related degree program for bargaining unit members and to facilitate their participation in Bachelor of Arts courses.

ARTICLE 40

EMPLOYEE DRUG TESTING

The parties agree that the critical mission of law enforcement justifies maintenance of a drug free work environment through the use of a reasonable drug testing/screening program. Therefore, in order to ensure the integrity of the Connecticut State Police and to preserve public trust and confidence in a fit and drug-free law enforcement profession, the State and the Union agree to implement a drug testing/screening program.

I. SCOPE OF TESTING

The employee drug testing program is applicable to all sworn bargaining unit members of the Connecticut State Police. The drug testing procedures applicable to recruits remain and are unaffected by this Article.

II. DRUG TO BE TESTED

Drugs for which individuals are tested may include, but are not limited to, amphetamines, barbiturates, cannabis, cocaine, hallucinogens, morphine, anabolic steroids, marijuana, opiates, phencyclidine (PCP) and other illegal substances causing stimulant and/or depressant effects. The testing for

prescription drugs will only occur if reasonable suspicion exists of an illegal or abusive use of these drugs by an employee.

III. DEFINITIONS

Commanding Officer/Superior Officer—Sworn employee holding the rank of Lieutenant or above.

Specimen/Sample—The preferred specimen/ sample will be urine. However, circumstances may not preclude the use of blood and/or hair as the specimen/Sample.

Reasonable Suspicion—The reasonable suspicion standard for drug testing is based upon a specific, objective fact or facts, and reasonable inferences drawn from those facts that are reasonable in light of experience that the individual may be involved in the use of any illegally used drug or controlled substances.

Laboratory—A facility certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs. Prior to advertising the RFP for such services, the Department will ask the Union for their comments and suggestions on the RFP.

IV. REASONABLE SUSPICION TESTING

An employee shall be subject to an immediate drug test if a Commanding Officer/ Superior Officer(s) determines reasonable suspicion of drug use.

Reasonable suspicion determinations may be based upon, but are not limited to the following:

Observable phenomena, such as direct observation of illegal use or possession of drugs and/or the physical symptoms or manifestations of being under the influence of a drug, controlled substance or marijuana Abnormal conduct or erratic behavior while on duty (i.e.: slurred speech, uncoordinated movement, gait, stupor, excessive giddiness, unexplained

periods of exhilaration and excitement, impaired judgment, deteriorating work performance or frequent accidents not attributable to other factors).

Arrest, indictment or conviction for drug related offense(s) or the identification of an employee, through an affidavit, as being involved directly or indirectly in activities that are the subject of criminal investigation into illegal drug use or trafficking.

Evidence that an employee has tampered with a previously administered drug test and/or has made false or misleading statements to any Department personnel regarding past or present illegal use of drugs.

Repeated or flagrant violations of the Department's rules and procedures, which are determined by a Commanding Officer/Superior Officer, to pose a substantial risk of injury or property damage and which are not attributable to other factors and appear to be related to drug use.

A documented, written report of drug use provided by reliable and credible sources such as other law enforcement agencies.

V. PROCEDURE FOR TESTING

The Commanding Officer/Superior Officer making the initial determination of reasonable suspicion shall document, in writing, all circumstances, information and facts leading to and supporting the existence of reasonable suspicion. The report will include pertinent dates and times of suspect behavior, reliable/credible sources of information, rationale leading to referral for testing and action(s) taken. The information will be forwarded to the Commanding Officer's/Superior Officer's Commanding Officer for review and determination. The determination of reasonable suspicion shall only be made by those employees holding the rank of Lieutenant or above.

1. Those holding the rank of Sergeant or Master Sergeant shall not be required to make any determination of reasonable suspicion but shall be required to provide information and/or

testimony where applicable.

2. The Union shall be promptly notified when a determination of reasonable suspicion has been made. Documentation regarding that determination will be made available to the Union, upon request, if approved by the subject employee.

3. An employee's refusal to submit to testing when directed to do so by a Commanding Officer/Superior Officer will constitute insubordination and the employee will be subject to discipline. In addition, an employee will be required to read and sign a consent and release form authorizing the collection and analysis of a specimen and the release of the test results to the Department. Refusal to sign this form will constitute insubordination and the employee will be subject to discipline.

4. Once an employee has been referred for testing based on reasonable suspicion, it will be the responsibility of the Commanding Officer or Superior Officer to advise the employee of such decision and to escort the employee to the collection facility. The Commanding Officer or Superior Officer shall remain with the employee at the collection site until testing is concluded. If the employee so desires, a Union representative may accompany the employee to the collection facility to act as an observer. The Union representative shall not unreasonably delay nor interfere in any way with the procedures. Once the collection procedures are over the Commanding Officer or Superior Officer shall transport the employee to his/her normal job site and arrange for transportation for the employee to be taken home. The Commanding Officer or Superior Officer shall also notify the employee that the employee is not to return to work pending receipt of the test results.

5. At the time of the drug test, the employee's urine sample will be divided into two collection bottles (split sampling). If a specimen is reported as positive, the employee, upon written application to the Colonel, and within ten (10) days of the

notification of a positive result, may have the untested specimen independently tested by a laboratory, as defined herein.

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

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

8. The employee's specimen will be promptly tested and the results of the test will be forwarded to the Colonel or the Colonel's designee.

VI. RANDOM DRUG TESTING

All sworn bargaining unit members within the Department of

Public Safety will be subject to random drug testing. During any contract year up to twenty-five percent (25%) of all sworn bargaining unit members may be so tested. Such testing will be done during an employee's on duty hours.

Upon notification that an employee is scheduled for Random Drug Testing such employee will appear as required at the location specified for drug testing.

The random selection shall be made by computer-generated numbers for each sworn officer covered by this Agreement. Such computer-generated program shall be performed by an outside contractor hired by the Department after consultation with the Union and which specializes in such function.

Failure to report for testing may constitute insubordination and may result in the initiation of an Internal Affairs investigation and the imposition of discipline.

Each random selection shall be made from the full complement of sworn personnel covered by this Agreement, regardless of rank.

VII. POST-INCIDENT DRUG TESTING

An employee may be subject to an immediate post-incident drug test when involved in any incident which results in the death or serious physical injury of a person.

VIII. PROCEDURES OF DRUG TESTING

All samples will be tested consistent with the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace drug testing.

IX. CONSEQUENCES OF A POSITIVE TEST

Any test that indicates a positive presence of any prohibited drug may result in the initiation of the internal affairs/discipline process.

X. TREATMENT FOR CHEMICAL DEPENDENCIES

This Provision is applicable to the use or abuse of drugs not including alcohol. Appendix B of this Agreement addresses the unauthorized use and abuse of alcohol. The Department will assist employees with all chemical dependencies (drug or alcohol) who voluntarily seek treatment and/or rehabilitation.

XI. GRIEVANCE/ARBITRATION

The provisions of this Article are not subject to review under the grievance procedure contained in the NP-1 Contract. Any disciplinary action that may be imposed based upon test results, however, remains subject to the contract grievance procedure.

ARTICLE 41

BARGAINING UNIT WORK

Non-bargaining unit employees shall not perform bargaining unit work so as to terminate or replace bargaining unit employees or positions, except for temporary unforeseen emergencies.

ARTICLE 42

OUTSIDE EMPLOYMENT

Section One. Outside Employment. The Union and Management recognize that the position of a State Police Officer is demanding, and as such, no sworn officer shall engage in any outside employment which adversely affects on-the-job performance. Additionally, the Union recognizes that if a problem develops the employee must give priority to his/her job as a State Police Officer.

Nothing in this Agreement shall be construed as increasing or diminishing the impact of Chapter 4.9 of the Administrative and Operation Manual concerning outside employment as such presently exists or as may be modified in the future.

All requests for outside employment shall be referred to a committee established by the Department.

The committee shall make reviews of requests and forward its recommendation to the Commissioner or his/her designee for a final decision within thirty days of the employee's submission of said request. That decision shall be sent to the Officer and the Union within fifteen days of receipt of the Committee's recommendation with the reason(s) for any denial clearly stated.

Approvals shall be based upon consistently applied standards taking into account previous approvals. Previously approved outside employment may be reviewed by the committee annually.

Any denials of, or restrictions on outside employment, shall be grievable and subject to expedited arbitration as an unreasonable work rule on its face or as applied to the particular applicant.

ARTICLE 43

JOB SPECIFICATIONS

Section One. Each employee shall upon promotion or appointment and thereafter upon request be given a copy of his/her job specification. Work assignments shall be in accordance with that job specification.

Section Two. Wherever the phrase "and performs related duties as required" appears in the job specifications for job classifications within this bargaining unit, the term "related duties" shall be interpreted to mean duties and responsibilities which could normally or reasonably be expected to be required in accordance with the overall job specification.

Section Three. The State will notify the Union of any changes in the job specifications for bargaining unit job classifications in order to permit the parties to negotiate the impact, if any, of such changes and the effective date, if appropriate of the result of such negotiations.

ARTICLE 44

OVERPAYMENTS

Section One. Overpayments. (a) When the employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons therefore. The employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid unless the employer and the employee agree to some other arrangement (i.e. an employee who was overpaid by \$5.00 per pay period for six months shall refund the employer at the rate of \$5.00 per pay period for six months).

(b) In the event the employee contests whether he/she has actually overpaid, the employer shall not institute the above refund procedure until the appeal is finally resolved.

ARTICLE 45

WORKING CONDITIONS – UNIFORM COMMITTEE

Section One. The State Police NP-1 Union President or his/her designee shall have a position on the State Police Uniform committee. The Union President or his/her designee position shall have the ability to vote on any working condition related to uniform changes or approvals made by the Uniform Committee.

APPENDIX A PAY PLANS

A-1 SP Pay Plan Effective 07/01/2018

| Plan | Group | Period | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|----------|-------|----------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| SP | 1 | Annual | \$ 57,441.00 | \$ 59,349.00 | \$ 61,263.00 | \$ 63,178.00 | \$ 65,014.00 | \$ 67,488.00 | \$ 69,392.00 | \$ 74,521.00 | \$ 83,562.00 | \$ 95,162.00 | |
| | | Biweekly | \$ 2,200.81 | \$ 2,273.91 | \$ 2,347.25 | \$ 2,420.54 | \$ 2,513.95 | \$ 2,585.75 | \$ 2,658.70 | \$ 2,855.22 | \$ 3,202.38 | \$ 3,646.06 | |
| | | Daily | \$ 220.09 | \$ 227.40 | \$ 234.73 | \$ 242.06 | \$ 251.40 | \$ 258.56 | \$ 265.87 | \$ 285.53 | \$ 320.24 | \$ 364.61 | |
| | | Hourly | \$ 27.52 | \$ 28.43 | \$ 29.35 | \$ 30.26 | \$ 31.43 | \$ 32.33 | \$ 33.24 | \$ 35.70 | \$ 40.03 | \$ 45.58 | |
| SP | 3 | Annual | | | | | | | | \$ 65,829.00 | \$ 68,346.00 | \$ 72,693.00 | \$ 105,189.00 |
| | | Biweekly | | | | | | | | \$ 3,288.47 | \$ 3,384.99 | \$ 3,551.08 | \$ 4,030.23 |
| | | Daily | | | | | | | | \$ 328.85 | \$ 338.50 | \$ 355.11 | \$ 403.03 |
| | | Hourly | | | | | | | | \$ 41.11 | \$ 42.32 | \$ 44.39 | \$ 50.38 |
| SP | 4 | Annual | | | | | | | \$ 88,330.00 | \$ 90,833.00 | \$ 93,542.00 | \$ 98,070.00 | \$ 110,510.00 |
| | | Biweekly | | | | | | | \$ 3,384.30 | \$ 3,494.03 | \$ 3,583.99 | \$ 3,757.48 | \$ 4,234.10 |
| | | Daily | | | | | | | \$ 338.43 | \$ 348.41 | \$ 358.40 | \$ 375.75 | \$ 423.41 |
| | | Hourly | | | | | | | \$ 42.31 | \$ 43.56 | \$ 44.80 | \$ 46.97 | \$ 52.93 |
| TRAINEE: | | Annual | \$ 41,903.00 | | | | | | | | | | |
| | | Biweekly | \$ 1,593.99 | | | | | | | | | | |
| | | Daily | \$ 159.40 | | | | | | | | | | |
| | | Hourly | \$ 19.93 | | | | | | | | | | |

A-2 SP Pay Plan Effective 07/01/2019

| NP-1 State Police Effective 6/21/2019 | | | | | | | | | | | | | |
|---------------------------------------|-------|--------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|
| Plan | Group | Period | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
| SP | 1 | Annual | \$ 62,262.00 | \$ 64,320.00 | \$ 66,395.00 | \$ 68,468.00 | \$ 71,110.00 | \$ 73,141.00 | \$ 75,204.00 | \$ 80,763.00 | \$ 90,583.00 | \$ 103,133.00 | |
| | | Hourly | \$ 28.07 | \$ 29.00 | \$ 29.93 | \$ 30.87 | \$ 32.06 | \$ 32.97 | \$ 33.90 | \$ 36.41 | \$ 40.84 | \$ 46.49 | |
| SP | 3 | Annual | | | | | | | | \$ 90,018.00 | \$ 95,748.00 | \$ 100,446.00 | \$ 113,999.00 |
| | | Hourly | | | | | | | | \$ 41.93 | \$ 43.16 | \$ 45.28 | \$ 51.39 |
| NP-1 SI | 4 | Annual | | | | | | | \$ 95,729.00 | \$ 98,549.00 | \$ 101,377.00 | \$ 106,284.00 | \$ 119,767.00 |
| | | Hourly | | | | | | | \$ 43.16 | \$ 44.43 | \$ 45.70 | \$ 47.91 | \$ 53.99 |
| TRAINEE: | | Annual | \$ 50,000.00 | | | | | | | | | | |
| | | Hourly | \$ 23.95 | | | | | | | | | | |

A-3 SP Pay Plan Effective 07/01/2020

| NP-1 SP 40 Hour Pay Plan Effective 6/19/2020 | | | | | | | | | | | | | |
|--|-------|--------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Plan | Group | Period | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
| SP | 1 | Annual | \$ 63,653.00 | \$ 65,768.00 | \$ 67,889.00 | \$ 70,009.00 | \$ 72,710.00 | \$ 74,787.00 | \$ 76,897.00 | \$ 82,581.00 | \$ 92,622.00 | \$ 105,454.00 | |
| | | Hourly | \$ 28.70 | \$ 29.65 | \$ 30.61 | \$ 31.56 | \$ 32.78 | \$ 33.72 | \$ 34.67 | \$ 37.23 | \$ 41.75 | \$ 47.54 | |
| SP | 3 | Annual | | | | | | | | \$ 95,111.00 | \$ 97,903.00 | \$ 102,707.00 | \$ 116,564.00 |
| | | Hourly | | | | | | | | \$ 42.88 | \$ 44.14 | \$ 46.30 | \$ 52.55 |
| SP | 4 | Annual | | | | | | \$ 97,883.00 | \$ 100,767.00 | \$ 103,658.00 | \$ 108,676.00 | \$ 122,462.00 | |
| | | Hourly | | | | | | \$ 44.13 | \$ 45.43 | \$ 46.73 | \$ 48.99 | \$ 55.21 | |
| TRAINEE: | | Annual | \$ 50,000.00 | | | | | | | | | | |
| | | Hourly | \$ 23.95 | | | | | | | | | | |

A-4 SP Pay Plan Effective 07/01/2021

| NP-1 SP 40 Hour Pay Plan Effective 6/18/2021 | | | | | | | | | | | | | |
|--|-------|--------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Plan | Group | Period | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
| SP | 1 | Annual | \$ 65,086.00 | \$ 67,248.00 | \$ 69,417.00 | \$ 71,585.00 | \$ 74,346.00 | \$ 76,470.00 | \$ 78,628.00 | \$ 84,440.00 | \$ 94,706.00 | \$ 107,827.00 | |
| | | Hourly | \$ 29.34 | \$ 30.32 | \$ 31.30 | \$ 32.27 | \$ 33.52 | \$ 34.47 | \$ 35.45 | \$ 38.07 | \$ 42.69 | \$ 48.61 | |
| SP | 3 | Annual | | | | | | | | \$ 97,251.00 | \$ 100,106.00 | \$ 105,018.00 | \$ 119,187.00 |
| | | Hourly | | | | | | | | \$ 43.84 | \$ 45.13 | \$ 47.34 | \$ 53.73 |
| SP | 4 | Annual | | | | | | \$ 100,086.00 | \$ 103,035.00 | \$ 105,991.00 | \$ 111,122.00 | \$ 125,218.00 | |
| | | Hourly | | | | | | \$ 45.12 | \$ 46.45 | \$ 47.78 | \$ 50.09 | \$ 56.45 | |
| TRAINEE: | | Annual | \$ 50,000.00 | | | | | | | | | | |
| | | Hourly | \$ 23.95 | | | | | | | | | | |

APPENDIX B
ADDITIONAL UNDERSTANDING
ZERO TOLERANCE POLICY

This policy is to ensure that State Police officers drive their cruisers as safely as possible.

A. General Statement of Policy

Pursuant to Sections 14-227a and 14-227b of the Connecticut General Statutes, no officer shall operate a state vehicle while under the influence of liquor or drugs. It is the policy of our department that a zero percent tolerance policy be maintained with respect operating a state vehicle, under the influence of alcohol or drugs, except as otherwise provided.

B. The employer shall have the right to direct the employee to submit to a breath test where there is reasonable individualized suspicion, as set forth under Article 40 “Employee Drug Testing.”

C. On Duty

Except when authorized by the Department for special assignments, an officer shall not operate a state vehicle on duty under the following circumstances:

(a) The employee is consuming alcohol or drugs.

(b) The employee has alcohol or drugs in his or her system.

D. Off Duty

The parties understand and agree that state vehicles are operated both on assigned duty and at other times and further that all Officers shall be subject to all motor vehicle laws of the State of Connecticut and each Officer will strive to act as an example for citizens of Connecticut and shall not ingest any intoxicants which will impair operation of the said vehicle.

E. Exceptions to this policy are that it shall not apply to the legal use of prescription drugs or over the counter medication being taken for any illness or injury, unless the Employee is aware that the consumption of same would render the Employee unfit for duty or operation of a motor vehicle.

F. When off duty and called to duty each officer shall disclose to his/her immediate supervisor any aspect of their condition which may potentially place them in violation of this policy. The decision on whether to proceed to duty will be made by the supervisor.

G. The parties recognize that if a Trooper is operating a state vehicle and is arrested, and in custody for violation of CGS: 14-227a or 14-227b, the employee is deemed as a matter of law to have given his/her consent to submit to an approved chemical test (blood, urinalysis or breath test) for the purpose of evaluating their BAC level. The refusal to submit to the requested chemical test shall be deemed an irrebutable presumption by the employee of being under the influence. If an employee refuses to submit to a request for blood (as allowed by law) it shall not be deemed an irrebutable presumption the employee is under the influence.

APPENDIX C
FAMILY AND MEDICAL LEAVE FROM EMPLOYMENT

The current FMLA manual is located on the DAS website:

<https://portal.ct.gov/-/media/DAS/Statewide-HR/A---Z-Listing-Task-PDFs/Family-and-Medical-Leave-Entitlements-Manual.pdf>

APPENDIX D
(REGULATIONS REFERENCED IN ARTICLE 32, SECTION ONE)
SICK LEAVE

Sec. 5-247-1. Sick leave

(a) Except as otherwise provided by statute, all employees in state service shall accrue sick leave for continuous service from the date of initial employment but are not credited with or eligible to use it until such time as they are employed in a permanent position.

Sec. 5-247-2. Rate of accrual

(a) Sick leave accrues at the rate of one and one-quarter working days per completed calendar month of continuous full-time service, which may be computed on an hourly basis, including authorized leave with pay provided that:

(1) such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee on the completion of the calendar month;

(2) an eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records;

(3) no such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than three working days;

(4) sick leave shall accrue for the first twelve months in which an employee is receiving compensation benefits in accordance with section 5-142 or 5-143 of the General Statutes.

Sec. 5-247-3. Granting sick leave

The appointing authority shall grant sick leave to the eligible employee who is incapacitated for duty. During such leave the employee is compensated in full and retains his

employment benefits. Such leave shall not be granted for periods of time during which the employee is receiving compensation in accordance with section 5-142 or 5-143 of the General Statutes except to the extent permitted by said sections, or for recuperation from an illness or injury which is directly traceable to employment by an employer other than the state of Connecticut or for any day or period during which such employee performs full-time employment for another employer.

Sec. 5-247-4. Basis for eligibility

(a) An eligible employee shall be granted sick leave

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

(2) in the event of death in the immediate family when as much as three working days leave with pay shall be granted. Immediate family means husband, wife, father, mother, sister, brother, or child, domestic partner 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 and health care purpose.

(3) in the event of critical illness or severe injury to a member of the immediate family creating an emergency, provided that not more than five (5) days of sick leave per calendar year shall be granted therefore;

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

Sec. 5-247-5. Advance sick leave

(a) No sick leave in excess of the leave accumulated to the employee's credit may be granted by the appointing

authority unless approved by the Commissioner of Administrative Services. Such authorization shall be granted only in cases involving extended periods of illness or injury. In requesting an advance of sick leave the appointing authority shall submit the following facts for the consideration of the Commissioner of Administrative Services:

- (1) The length of state service of the employee;
- (2) The classification of the employee;
- (3) The sick leave record of the employee for the current and for the four preceding calendar years;
- (4) A medical certificate which shall be on the prescribed form and which shall include the nature of the illness, the prognosis, and the probable date when the employee will return to work.

(b) No advance of sick leave may be authorized unless the employee shall have first exhausted all accrual to his credit for sick leave, personal leave, earned lieu time and for vacation leave, including current accruals. No advance of sick leave may be granted unless an employee has completed at least five years of full time work service. If approved, such extension shall be on the basis of one day at full pay for each completed year of full time work service. In no case shall advanced sick leave exceed thirty days at full pay.

(c) Any such advanced sick leave as may be granted by the Commissioner of Administrative Services shall be repaid by a charge against such sick leave as the employee may subsequently accrue. No repayment of advanced sick leave shall be required until the employee has first accrued five days of sick leave following his return to duty.

Sec. 5-247-6. Extended sick leave

An employee who has at least twenty years of state service and who has exhausted his sick leave and his advance of sick leave may be granted extended sick leave with half pay for

thirty days upon the appointing authority's request and subject to approval by the Commissioner of Administrative Services.

Sec. 5-247-7. Sickness when on vacation

If an employee is sick while on annual vacation leave the time shall be charged against accrued sick leave if supported by a medical certificate filed with the appointing authority.

Sec. 5-247-8. Holidays occurring when on sick leave

A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave. When a full day off is granted by the act of the Governor, an employee on sick leave shall not be charged as being on sick leave.

Sec. 5-247-9. Effect of layoff on accrued sick leave

An employee laid off shall retain accrued sick leave to his credit provided he returns to state service on a permanent basis.

Sec. 5-247-10. Reemployment

An employee who has resigned from state service in good standing and who is reemployed within one year from the effective date of his resignation shall retain sick leave accrued to his credit as of the effective date of his resignation.

Sec. 5-247-11. Medical certificate

(a) An acceptable medical certificate, which must be on the form prescribed by the Commissioner of Administrative Services and signed by a licensed physician or other practitioner whose method of healing is recognized by the state, will be required of an employee by his appointing authority to substantiate a request for sick leave for the following reasons:

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

(2) to support request for sick leave of any duration during annual vacation;

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

(4) leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

The Commissioner of Administrative Services or the appointing authority may provide a State physician to make a further examination.

Sec. 5-247-12. Records

All sick leave shall be recorded in the attendance records of the appointing authority. Such records shall reflect the current amount of accrued leave, the amount and dates when leave was taken, and the current balance available to each employee. The records shall be subject to review by the Commissioner of Administrative Services and said records shall be available at reasonable times to the employee concerned.

APPENDIX E
UNDERSTANDINGS
"HCP AND OPA" OVERTIME ASSIGNMENTS

In instances when a "HCP" or "OPA" overtime shift assignment immediately precedes or follows a normal duty shift both assignments shall be administered independent from the other for purposes of meal allowance determination.

One assignment shall not be a limiting factor on the other assignment.

As an example:

A full shift "HCP" assignment immediately following a normal duty shift shall result in full meal allowance for each shift.

The four (4) meal limitation applicable to "HCP" and "OPA" assignments during a day and the same limitation applicable to a regular duty and/or overtime shift during a day shall not be applicable to a day in which an employee works both types of assignments as described above.

Additionally, no personnel shall work:

(a) More than two (2) regular day leaves during a work week.

(b) More than 18 hours in any 24 hour period.

(c) These restrictions may be waived with the permission of the commanding officer of his designee.

APPENDIX F
MEMORANDUM OF AGREEMENT

STIPULATION REGARDING
ELIGIBILITY FOR NIGHT SHIFT DIFFERENTIAL

The Connecticut State Police Union and the State of Connecticut, Department of Public Safety, division of State Police, agree to the following guidelines and statements of purpose, in order to resolve unanticipated disputes which may arise concerning eligibility for shift differential after the execution of this agreement.

As a general rule, the shift differential payment is for all employees in the NP-1 bargaining unit and for those tours of duty which begin after 1400 hours and before 0600 hours. In such cases, employees are paid for the entire shift. Shift differential is paid for the inconvenience and disruption due to performing work outside of normal working hours.

The following examples have been discussed and the parties agree to the following:

1. The Trooper works a regular day shift at the Troop from 0700-1630 hours. There would be no shift differential.

The Trooper comes in at 0500 hours and works until 1630 hours. The whole shift would be shift differential and it would also be approximately two hours of overtime shift differential.

2. The Trooper starts at 0700 hours and works until 2000 hours, with a half hour for meal break. There would be no shift differential.

3. The Trooper starts at 0700 hours and works until 1630 hours. He/she then has an hour or so break, goes home

and gets called back in at 1800 hours and works until 2400 hours. There would be overtime shift differential.

4. The Trooper is off. He/she is called in at 0500 hours and works until 1100 hours. There would be overtime shift differential in this situation.

5. The Trooper is working the evening shift and works 1500-2330 hours. There would be shift differential for the entire shift.

6. The Trooper generally works evenings, 1500-2330 hours. He/she is called in at 1300 hours and worked until 2330 hours. No overtime shift differential or shift differential before 1400 hours, but OT shift differential for 1 hours, (1400-1500) and regular shift differential for the rest of the shift.

7. The Trooper is off and is called into work at 1300 hours and works until 2200 hours, nine hours. There would be no shift differential payment from 1300 - 1400 hours. From 1400 - 2200 hours, shift differential at the overtime rate would be paid.

(a) The Trooper is off and is called into work at 0700 hours and works until 2200 hours. There would be no shift differential from 0700-1400 hours. From 1400-2200 hours, shift differential at the overtime rate would be paid.

8. The Trooper is off and gets called in at 1800 hours and works until 0100 hours. The Trooper is paid overtime and shift differential overtime.

9. The Trooper is working midnight's and starts at 2230 hours, but works and extended shift until 1100 hours. Overtime shift differential for the period of time extending beyond his/her midnight shift differential would be paid. He/she would get shift differential for the extended overtime hours.

10. The Trooper is off and works a 5/2, 4/3 schedule and works 0800 - 1730 hours. There is no shift differential, just overtime. Now the same Trooper is off, but gets called in at 0500 hours and works until 1730 hours. Again, he/she receives overtime and also overtime shift differential.

If, after the signing of this agreement, a dispute or disputes arise concerning eligibility for shift differential payment, the parties shall meet to attempt to resolve the issues consistent with this document.

APPENDIX G

MEMORANDA OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING #1

STIPULATED AGREEMENT

In the matter of

STATE OF CONNECTICUT

(Department of Public Safety)

And

Connecticut State Police Union

OLR Case# 05-2980 Inst. Union Code: 33-06

The Office of Labor Relations, on behalf of the State of Connecticut, Department of Public Safety ("the State"), the Connecticut State Police Union, ("CSPU") have reached the following understanding in full and final resolution of OLR Case No. 05-2980

1. In accordance with Article 15, Section 7 (b) of the collective bargaining agreement, notice shall be given on the written direction for the explanatory as to the employee's right to confer with a union representative prior to responding. A reasonable amount of time shall be provided to the employee in which to perfect and submit the written explanatory.

2. The agency will inform all Supervisors and Managers of the provisions of Article 15, Section 7 (b).
3. In consideration of this Agreement, CSPU hereby withdraws any and all grievances, prohibited practice complaints, discrimination (CHRO and EEOC) complaints, lawsuits and any other legal or administrative actions filed in relation to OLR No. 05-2980.
4. This Agreement shall not be considered or construed as any admission of any contractual violation by the State or the Department of Public Safety.
5. This settlement is without precedent for any other present or future matter between the parties.
6. The Grievance filed in this matter (OLR No. 05-2980) is hereby withdrawn.

Jeremiah McGuire 7/19/07
CSPU Representative

Sgt. David Rosado 7/13/07
Agency

Diane Fitzpatrick 7/23/07
Office of Labor Relations

MEMORANDUM OF UNDERSTANDING #2

THE APRIL ACCORD

The following is a General Understanding and represents a good faith effort of the parties to address key problems and to present solutions to issues in the Department of Public Safety.

1. The parties recognize a mutual interest in assuring that (a) the internal affairs process is completed effectively,

efficiently, and expeditiously; and (b) assuring that where internal affairs investigations are sustained, the resulting disciplinary process is fair, reasoned, and appropriate.

2. Internal Affairs Investigations will be targeted to be completed within 60 days, and will be completed and the employee notified of the result within ninety (90) days of the date that an investigation has commenced, or 120 days from when the manager at the level of Captain or above of the Department learned of allegations of misconduct of a nature which would engender Internal Affairs Investigations. This period will be frozen during the time in which entities other than the Department of Public Safety are responsible for the investigation (e.g. State's Attorney's Office, local law enforcement departments, etc.), the subject is unavailable and/or the union fails to cooperate in handling the matter expeditiously. Such exceptional circumstances are expected to be few in number. The Union will receive quarterly reports of the matters which are frozen because they are in the hands of outside agencies, which shall include the number of such matters, and the identity of any such matters where the subject has already been notified of the matter pursuant to the collective bargaining agreement. To the extent that the Department remains involved while another agency is responsible for the investigation, the Department shall cooperate so that the investigation can be concluded as expeditiously as possible. In the event that the ninety (90) day or the 120 day requirement is not met and no exceptional circumstances exist, the pending investigation will not affect the subject's eligibility for promotion and/or assignment to a specialized unit. In the event that discipline is imposed which is or may be a disability from and/or impediment to promotion or assignment to a specialized unit under the contract or the A&O Manual, the time by which the Internal Affairs investigation exceeds 90 days or 120 days shall be subtracted from that disability or impediment period.

3. Except in the case of bona fide allegations of criminal misconduct, the Department shall not commence an internal affairs investigation of an incident more than 18

months after a Department manager at the level of Captain or above becomes aware of the incident.

4. The Department shall issue a directive that any allegations of misconduct against a bargaining unit member which are of a nature which would be transmitted to a Lieutenant shall be immediately copied to a Captain or higher.

5. The initial discipline proposed by the Department for a sustained internal affairs investigation shall be the Department's comprehensive, reasoned effort to impose discipline proportional to the offense, the employee's disciplinary record, and any and all other factors relevant to just cause.

6. The Labor Relations section of the Department of Public Safety and those employees within it shall report to Lt. Col. Peter Terenzi for the purposes of sworn personnel. If Lt. Colonel Terenzi leaves the Department, the Labor Relations section shall report to the Lieutenant Colonel in charge of Field Operations. The state's Office of Labor Relations shall be available for informal consultation prior to the imposition of any discipline.

7. Allegations of misconduct of a nature which would engender Internal Affairs Investigations of bargaining unit members but which involve Lt. Colonels and above will be referred to the Office of the Chief State's Attorney for guidance and/or investigation, as determined by the Chief State's Attorney.

8. The Department will begin a study of the hiring, training and promotion process including diversity and career ladder initiatives of the Division of State Police by July 1, 2008 and complete a preliminary study by not later than February 15, 2009.

9. The parties will inform the Connecticut General Assembly (a) that this agreement exists; (b) that ongoing meetings will continue, including but not limited to meetings between the CSPU and the Lieutenant Colonel referenced in paragraph 5 and Linda Yelmini; and (c) that the parties see no

need at this time to address the issues between the Department and the CSPU through the passage of SB 443.

Steven Rief, President
Connecticut State Police Union
April 24, 2008

John A. Danaher III,
Commissioner of Public Safety
April 24, 2008

Patrick Carozza, Vice President
Connecticut State Police Union
April 24, 2008

Peter Terenzi, Lieutenant Colonel
Connecticut State Police
April 24, 2008

Daniel E. Livingston, Counsel
Connecticut State Police Union
April 24, 2008

Linda J. Yelmini
Labor Relations, State of CT
April 24, 2008

MEMORANDUM OF UNDERSTANDING #3

In full and final resolution of the dispute regarding the utilization of union business leave hours. The State of Connecticut (hereinafter referred to as the "State") on behalf of the Department of Public Safety, Division of State Police (hereinafter referred to as "DPS" or "the Department") and the Connecticut State Police Union (hereinafter referred to as "CSPU" or "the Union") hereby agree as follows:

1. All Union business leave will be authorized by a call from either the CSPU secretary or the Director of Labor Relations for the Union. Requests for union business leave shall be made with as much advance notice as

possible. A call will be made to the Labor Relations Unit of the Department which will be confirmed in writing by either facsimile or e-mail from the Union to the Labor Relations unit. In the event the call is not made and the confirming email is not sent, the Union leave bank may be charged double for the time used without following this procedure.

2. The Union hereby acknowledges that this extinguishes any claim that the Union president is entitled by virtue of his/her office to time off for union business that is not deducted from the Union leave bank.
3. The State will credit an additional 15 days to the union business leave bank for 2007-2008 contract year. The parties agree that with the additional 15 days, the balance had reached zero as of June 14, 2008.
4. The State will increase the present number of union business leave to 300 days, effective with the 2008-09 contract year. In the event that there are insufficient days of union business leave in any contract year, the union can borrow against the balance in the next contract year. Any hours not used in one year may be carried over to the next contract year. Said bank shall expire at the end of the contract, absent an agreement of the parties.
5. In consideration of this Agreement, all outstanding issues regarding the issue of union business leave are considered resolved. Additionally, the Union hereby withdraws any and all grievances and prohibited practice complaints filed on the issue of union business leave.

| | |
|---------------------------|----------|
| Steven Rief, President | 02/18/09 |
| Lt. Colonel Peter Terenzi | 2/24/09 |
| Jeremiah McGuire | |
| Linda J. Yelmini | 2/22/09 |

MEMORANDUM OF UNDERSTANDING #4

**STIPULATED AGREEMENT
BETWEEN
STATE OF CONNEG'TICUT
DEPARTMENT OF PUBLIC SAFETY
AND
CONNECTICUT STATE POLICE UNION
RE: GRIEVANCE DPS 08-037 and
DPS 08-040
(Union Codes 08-022 and 08-023)**

1. As a result of recent negotiations regarding the issues presented within grievances DPS 08-03 7 (Union Code 08-023) and DPS 08-040 (Union Code 08-022), the following is agreed to by all parties as a full and final resolution:
2. That pursuant to this agreement, the Union agrees that for-purposes of filling vacancies within each of the specialized units that comprise the Emergency Services Unit, Master Sergeants shall be excluded from the application process due to their numerous administrative responsibilities. The only recognized Master Sergeant exception within the Emergency Services Unit will be the position that currently exists as the Executive Officer, which will continue to be assigned through the Office of Field Operations.
3. That, the Agency agrees for the purposes of filling vacancies within only the Tactical Unit, Negotiator, Pilot and part-time Tactical Flight Officer positions, Sergeants shall be permitted to apply, and be assigned, along with Troopers First Class and Troopers

4. The Parties further agree that an applicant's rank shall not be considered within the grading of the testing process for these positions. The remainder of the grading and testing process will continue to conform with Article 25 Section 5 of the NP-1 Contract, using among other things, state service time in lieu of rank.
5. Additionally it is agreed that either a Trooper or Trooper First Class, upon promotion to the rank of Sergeant, or a Sergeant who is promoted to the rank of Master Sergeant, shall have the ability to remain only as a member of the Tactical Unit, Negotiator, Pilot or Tactical Flight Officer, Dive Team or Bomb Technician within the Emergency Services Unit, if such position is held at the time of promotion. This does not include those personnel assigned to Emergency Services with canines.
6. That, the Union, pursuant to this agreement, shall withdraw grievances DPS 08-037 (Union Code 08-023) and DPS 08-040 (Union Code 08-022) as soon as practicable.
7. In signing this Agreement, the Union acknowledges that they freely and voluntarily enter into this Agreement without duress, intimidation, undue influence or any threatened loss of benefit. The Union acknowledges that they have read it and fully understand its contents, meaning, intent and implications.

Tfc Steven Rief
CSP Union President
09/25/09

Sgt. James Canon Jr. #240
Commanding Officer
DPS-Labor Relations

Captain Robert Corona
Commanding Officer
Emergency Services Unit 10/2/09 10/1/09

Colonel Thomas Davoren
Deputy Commissioner

MEMORANDUM OF UNDERSTANDING #5

RE: Special Duty Overtime

The following Memorandum of Understanding (MOU) is a result of negotiations that were held between the Department of Public Safety and the Connecticut State Police Union regarding the assignment of Special Duty Overtime and contemplated changes to 4.7.5 of the A&O Manual. In an attempt to create the most fair and equitable way in which to distribute Special Duty Overtime, the below criteria are agreed to by both parties:

1. That, in order to be considered for assignments administered by the Special Duty Unit, a DPS-692-C, Request for Overtime Project Assignment must be submitted to the Special Duty Office by the fifteenth day of the month prior to the month of the request. (ie: to be considered for Special Duty assignments in the month of February, the Request for Overtime Project Assignment shall be received at the Special Duty Office no later than the first business day after January 15th, and so on throughout the year.) Faxes are acceptable, however must be followed by the original document.
 - a. Should the request arrive after the first business day after the fifteenth, the card will not be entered into the system for assignments.
 - i. The employee will however, be available to work the following assignments: split jobs, not filled jobs, emergency jobs and/or local jobs.

- ii. Late submissions may be reviewed for extenuating circumstances by a Committee to consist of the Supervisor of the Special Duty Office, a Union Agent and a representative of the Labor Relations Unit.
 - a. If it is determined that extenuating circumstances exist, the card will be entered into the system to allow for "Assigned" jobs.
 - b. If the Agency creates a scenario which results in the late submission of a DPS-692-C, Request for Overtime Project Assignment, a memorandum from the employee's Commanding Officer shall state the reasons of the delay and the request will be entered into the system to allow for "Assigned" jobs.
- 2. That each DPS-692-C, Request for Overtime Project Assignment shall contain a maximum of twelve (12) X's to be considered as available for assignments, which may be any twelve days.
 - a. Modifications will be allowed to the DPS-692-C, Request for Overtime Project Assignment in the following ways:
 - i. Prior to the fifteenth of the month preceding the month that the OT is to be assigned
 - ii. Days (X's) may be removed at any time, however cannot be added/moved after the fifteenth of the month preceding the month that the OT is to be assigned.

- iii. Agency caused schedule changes for an employee (ie: shift changes, move to an administrative or 5/3 schedule, etc.)
 - iv. Any additions or subtractions of Troop Areas in which assignments are requested can be made prior to the fifteenth of the month preceding the month that the OT is to be assigned.
- b. Modifications shall be done in writing by the employee to the Special Duty Office
3. That once receiving an assignment from the Special Duty Office, the employee has three options:
- i. Work the assignment
 - ii. Do a one for one swap with another employee who already has an assignment in hand (no “I owe you one” swaps).
 - a. If a one for one swap is to occur, both employees must make notification to the Special Duty Office for purposes of tracking ownership of the assignments. Until the Special Duty Office is notified, the originally assigned employee shall be responsible for the assignment. The Employees may e-mail [specduty.clerk@ct.gov] the Special Duty Office with the information, or contact them via telephone (860)685-8420 during their normal business hours.
 - iii. Turn the assignment back in to the Special Duty Office.
4. That, for purposes of splitting the work hours in any assignment, in any instance, the assigned employee must work a portion of the assignment. Split assignments will be between no more than two employees.

5. That should an employee fail to submit a DPS-692-C, Request for Overtime Project Assignment and work a job in which they are allowed to do (Ie: split, not filled, emergency, local) the employee shall submit a card for payment purposes:

a. It shall be the card showing the job was worked (Form DPS-693-C), to include the appropriate job site and employee signatures, a supervisor's signature within the employee's command, hours worked, meal break, etc.

6. That all listed changes shall be incorporated into the A&O Manual 4.7.5 as soon as practicable.

7. That negotiations will continue between the parties regarding the remaining issues, to include but not be limited to: everbridge notifications for last minute assignments, the possibility of counting opportunities as refusals and hours worked during split shifts, within 4.7.5 and shall be addressed in a similar manner as was done in this instance. Periodic review of the newly implemented procedures will take place between the parties to ensure they have had the desirable equitable affect in assignment of overtime.

Andrew Matthews
President-NP-1 Union
4/28/11

Colonel Danny Stebbins
Deputy Commissioner
Dept. of Public Safety
4/28/11

Jeremiah McGuire
Director of Labor Relations
NP-1 Union
4/29/11

Sgt. James Canon, Jr.
Commanding Officer
Labor Relations Unit
4/29/11

Neal Waananen
Labor Agent-NP-1 Union
4/29/11

Diane Benedetto
Director Human Resources
Dept. of Public Safety 4/29/11

MEMORANDUM OF UNDERSTANDING #6

Memorandum of Clarification Re Holiday Pay

During negotiations for the 2012-2015 Collective Bargaining Agreement, the State and the Union sought to modify the contract language to ensure that employees, such as those in patrol assignments, who are regularly scheduled and required to work on a holiday would receive time and one-half for all hours they are scheduled to work on certain “premium” holidays, as well as continuing to receive a compensatory day off. It was understood that the nature of the job often precluded those employees from enjoying said holidays with family and friends. The premium pay was intended to recognize this inconvenience to said employees.

In modifying the language, the parties intended no other change regarding other employees choosing to work on a holiday, although not required, if there was a legitimate business reason for working on the holiday, and it was supported by management. In those instances, they received regular straight time pay, plus a compensatory day off.

Notwithstanding the parties’ good faith intentions, a problem has arisen that appears to be the result of a conflict between the Atlas scheduling system used by the Department and the statewide CORE-CT time and attendance computer programming. It has been discovered that any employee who works on a premium holiday may be receiving premium holiday pay, although their attendance may not be required. In some cases, employees who had previously been given the option to work on a holiday have been recently denied that option, perhaps due to the computer generated default payment of premium pay. These consequences were never intended and they are not supported by the revised holiday contract language.

To clarify the intent and address the problem of unintended consequences, the parties agree as follows:

1. If an employee is required to work on a non-premium holiday as part of the employee's regular schedule, and actually works on the holiday, the employee shall receive the employee's regular pay for the scheduled hours worked, plus a compensatory day off or straight time pay because the employee did not enjoy the benefit of having the holiday off. Resident Troopers are deemed to be required to work except those on light duty.
2. If an employee is required to work on a premium holiday as part of the employee's regular schedule, and actually works on the holiday, the employee shall receive the time and one-half the employee's regular pay for the scheduled hours worked, plus a compensatory day off or straight time pay because the employee did not enjoy the benefit of having the holiday off. Resident Troopers are deemed to be required to work except those on light duty.
3. If an employee was not scheduled to work on any of the twelve holidays, as part of the employee's regular schedule, but is ordered in to work, the employee shall receive time and one-half for all mandated hours worked on the premium holiday plus the employee shall receive a compensatory day off because the employee did not enjoy the benefit of having the holiday off.
4. If an employee is not scheduled and/or required to work on a premium or non-premium holiday, as part of the employee's regular schedule, but wishes to work on the holiday, the employee shall express the desire to work on the holiday to the designated commanding officer. The designated commanding officer shall permit the employee to work on the holiday, absent extenuating circumstances (e.g. documented performance issues or a demonstrated lack of productivity when working on a previous holiday). Employees making this choice shall receive straight-time pay for all hours worked on the holiday plus the employee shall receive a compensatory day off. Absent

extenuating circumstances (e.g. a critical incident or public emergency) this option is not available for the Thanksgiving, Christmas or New Years holidays.

5. It is understood and agreed that resolving the computer coding conflicts may take several months. Manual overrides and/or adjustments will likely be required during the interregnum. Therefore, until the computer coding conflicts are resolved, employees wishing to work on Memorial Day, Independence Day or Labor Day, under the preceding paragraph, should notify the designated commanding officer not later than two weeks prior to the holiday so that Payroll will have enough lead time to make the necessary adjustments.
6. If a holiday falls on an employee's regular day off the employee shall receive a compensatory day off because the employee did not receive the true benefit of a holiday as provided in the contract.
7. This Agreement constitutes a good faith effort to clarify the Holiday provision of the Collective Bargaining Agreement. Should either party encounter situations not contemplated herein, the parties shall meet and discuss said situations and determine whether further clarification is needed.

FOR THE STATE:

Brian Meraviglia Date: 12/23/14
Colonel

Warren Hyatt Date 12/23/2014
Lt. Colonel
Fae Brown-Brewton
Office of Labor Relations

FOR THE UNION:

Andrew Matthews Date 12/24/2014
President, Connecticut State Police Union

MEMORANDUM OF UNDERSTANDING #7

In order to address tuition reimbursement applications in the State Police (NP-1) bargaining unit, the State and the Union agree as follows: ·

1. If an employee has timely applied for tuition reimbursement for a spring or early summer course(s) that is completed prior to the last day (i.e. June 30) of the contract year and he/she submits the necessary documentation of, · course costs and payment by the following August 15, the employee will be eligible for tuition reimbursement from the fund for the contract year that ended on that June 30.
2. This memorandum does not alter the criteria for eligible coursework or the process for the distribution of available funds.
3. This memorandum shall be applicable to courses completed prior to June 30, 2012 for which the required documentation was submitted by August 15, 2012.

Andrew Matthews 8/14/12
For the Union

Ellen Carter 8/14/12
For the State

MEMORANDUM OF UNDERSTANDING #8

THIS MEMORANDUM OF UNDERSTANDING, made this 18th day of September, 2012 by and between the State of Connecticut, Office of Labor Relations, (hereinafter "the State") and the Connecticut State Police Union (hereinafter "the Union") is regarding Article 32, Section 2, Subsection (b), the replenishment of the Sick Leave Bank. The intent of this agreement is to specifically address when the Sick Leave Bank is exhausted and the decision is made to replenish the Bank and an NP-1 member does not have any sick time remaining.

This agreement shall not supersede any other sections of the NP-I bargaining unit contracts.

Pursuant to Article 32, Section 2, of the NP-1 Contract, the State and the Union mutually agree the Sick Leave Bank was established to assist members suffering from a serious continuing illness or non-job related injury. The bank is only used once the member's personal sick leave is exhausted and is only provided until the member reaches maximum medical improvement. The Sick Leave Bank Committee closely monitors the use of the bank to avoid abuse and ensures that the bank is not used to supplement any other compensation payments.

The last time the bank was replenished was in February 2008. Recently, the State and the Union recognized the Sick Leave Bank was below 100 days. As a result, the State and the Union together approved the contribution of (1) sick day from each NP-member's sick leave accruals to replenish the sick bank.

To ensure that all members equally contribute, the State and the Union agree that if any NP-I member has exhausted all of their sick leave at the time the State replenishes the Sick Leave Bank, the (1) sick day will be deducted from those members' sick leave accruals once it has been earned.

In witness whereof, the State and the Union have affixed their signature as duly authorized collective bargaining agents.

State of Connecticut Connecticut State Police Union
S. Fae Brown-Brewton Andrew N. Matthews, President
Assistant Director—OLR

MEMORANDUM OF UNDERSTANDING #9

As a result of discussions at recent Labor Management Meetings between the parties, specifically those concerning Master Sergeant eligibility in the Troop Supervisor non-emergency overtime rotational system, the following is agreed to by all parties as a full and final resolution:

1. That pursuant to this agreement, all Master Sergeants shall be eligible within the Troop Supervisor non-emergency overtime rotation, as described within Article 17 Section 1 1 of the current NP- 1 contract. By virtue of eligibility within the non-emergency overtime rotation, Master Sergeants shall also be subject to order-ins consistent with the Troop Supervisor's order-in rotation. It is further understood that in filling those overtime assignment's, Master Sergeants shall perform the required duties expected of the shift Supervisor, as well as their regular Master Sergeant duties should time allow, with the emphasis being on shift supervision.
2. In signing this Agreement, the Parties acknowledge that they have read the Agreement and fully understand its contents, meaning, intent and implications.

Andrew Matthews
CSPU-President
03/21/13

Lt. James Canon, Jr.
Commanding Officer
DESPP-Labor Relations Unit
03/26/13

MEMORANDUM OF UNDERSTANDING #10

MEMORANDUM OF UNDERSTANDING REGARDING SPECIAL DUTY OVERTIME

Within 45 days following legislative approval of this Agreement, the parties shall form a joint labor/management committee designed for the sole purpose of addressing concerns regarding the assignment and performance of special duty overtime.

As a demonstration of the parties' commitment to the success of the endeavor, the Union President and/or designee and the State's Chief Negotiator shall be joint chairs of the Committee. The Committee shall also consist of not more than five (5) additional members from both sides.

The committee shall convene on a regular bi-weekly basis to discuss, among other issues,

- Failure to report as scheduled and the consequences thereof;
- Ensuring timely notice of assignments are received by employees;
- Communications regarding assignments given and returned after hours; and a uniform protocol regarding the same;
- Discussing the rules for special duty overtime assignments, including the so-called "Hung Rules".

This is not an exhaustive list, as the parties agree there are multiple issues that should be addressed.

FOR THE STATE:
Fae Brown-Brewton
Matthews 5/2/13

FOR THE UNION:
Andrew
5/2/13

MEMORANDUM OF UNDERSTANDING #11

As a result of recent discussions regarding the selection process for specialized units, the following is agreed to by all parties:

1. During the selection process for specialized units, experience and training obtained while a bargaining unit member was temporarily assigned to a unit shall not be considered during the selection process for vacancies within that unit. This shall include, but is not limited consideration of experience in a unit while on Temporary Duty (TDY) assignments or light duty assignments.
2. The signing of this agreement shall not be construed as any admission of wrongdoing and/or violation of the contract by any of the parties.
3. This Memorandum of Agreement supersedes and cancels any prior agreement. It shall not serve as precedent in any pending or future dispute between the parties, and shall not be admissible as evidence in any proceeding except as may be required to enforce its terms.
4. The Union agrees not to file or pursue any legal action against the State of Connecticut or Department of Emergency Services and Public Protection, their representatives, or their employees in any forum as a result of this agreement, except to enforce the terms of this Agreement.
5. In signing this Agreement, the parties acknowledges

that they freely and voluntarily enters into this Agreement without duress, intimidation, undue influence or any threatened loss of benefit.

| | |
|--------------------------|--------------------------------|
| Andrew N. Matthews, Esq. | Capt. Edwin Henion, Esq. |
| President, | Commanding Officer |
| Connecticut State | Labor Relations Unit |
| Police Union | Dept. of Emergency |
| 08/29/13 | Services and Public Protection |
| | 8/29/13 |

MEMORANDUM OF UNDERSTANDING #12

**STIPULATED AGREEMENT
BETWEEN
STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC SAFETY
AND
CONNECTICUT STATE POLICE UNION
RE: GRIEVANCE DPS12-041 (Union Code 2012-026)**

As a result of recent negotiations regarding the issues presented within grievances DPS 12-041 (Union Code 2012-026), the following is agreed to by all parties as a full and final resolution:

1. That pursuant to this agreement, the Department of Emergency Services and Public Protection (DESPP) agrees that when an event occurs at the Troop patrol level requiring a billable entity to respond and perform an emergency repair of a telephone pole, in lieu of using on-shift personnel for the duration of the event, the agency shall assign a Trooper through the use of the rotational overtime card system, consistent with current practices. The agreement is meant as a guide for those specific instances in which the billable entity would have typically gone through the Special Duty office, but not for it being an

emergency situation.

2. That in cases where there are no volunteers identified, the appropriate Trooper shall be ordered in to work the assignment through the use of the order in rotational system.
3. That the assignment shall be coded as OPA and considered pensionable overtime.
4. That the hiring of additional personnel shall not negatively impact the minimum staffing structure.
5. That this agreement shall not apply to routine matters at the Troop level that are commonly handled by the patrol personnel. This agreement is specific to the occasional anomaly that will incur a "lengthy service" as defined above. The interpretation of whether or not the justification was appropriate to use patrol personnel or hire an overtime Trooper shall be consistent with Article 5 "Managements Rights" clause of the NP-1 collective bargaining agreement in concert with this stipulated agreement, and be subject to the normal grievance procedure outlined in Article 14 of the same agreement.
6. That, the Union, pursuant to this agreement, shall withdraw DPS12-041 (Union Code 2012-026).
7. In signing this Agreement, the Union acknowledges that they freely and voluntarily enter into this Agreement without duress, intimidation, undue influence or any threatened loss of benefit. The Union acknowledges that they have read it and fully understand its contents, meaning, intent and implications.

Andrew Matthews
President-CSP Union
8//15/13

Colonel Danny Stebbins
Deputy Commissioner
Dept. of Emergency Services and Public
Protection 8/16/13

MEMORANDUM OF UNDERSTANDING #13

As a result of recent disc regarding the administrative investigations, the following is agreed to by all parties:

1. Union stewards shall not be utilized by the agency to perform formal administrative investigations, investigations of "C numbers," or internal affairs Investigations of NP-1 bargaining unit members. This does not preclude Union stewards from otherwise participating in investigations as witnesses, subject to any established legal privileges, or in performing purely ministerial functions related to an investigation, for example, having a Master Sergeant or Sergeant acknowledging review of a document or notifying a bargaining unit member of an investigation.
2. The signing of this agreement shall not be construed as any admission of wrongdoing and/or violation of the contract by any of the parties.
3. This Memorandum of Agreement supersedes and cancels any prior agreement. It shall not serve as precedent in any pending or future dispute between the parties, and shall not be admissible as evidence in any proceeding except as may be required to enforce its terms.
4. The Union agrees not to file or pursue any legal action against the State of Connecticut or Department of Emergency Services and Public Protection, their representatives, or their employees in any forum as a result of this agreement, except to enforce the terms of this Agreement.
5. In signing this Agreement, the parties acknowledges that they freely and voluntarily enters into this Agreement without duress, intimidation, undue Influence or any threatened loss of benefit.

Andrew N. Matthews, Esq.
President,
Connecticut State Police Union
9/6/13

Colonel Danny Stebbins
Deputy Commissioner
Department of Emergency
Services and Public Protection 9/6/13

MEMORANDUM OF UNDERSTANDING #14

STIPULATED AGREEMENT BETWEEN STATE OF CONNECTICUT DEPARTMENT OF PUBLIC SAFETY AND CONNECTICUT STATE POLICE UNION

RE: GRIEVANCE DPS12-056 (Union Code 2012-036)

As a result of recent negotiations regarding the issues presented within grievances DPS 12-036 (Union Code 2012-036), the following is agreed to by all parties as a full and final resolution:

1. That pursuant to this agreement, the Department of Emergency Services and Public Protection (DESPP) agrees that during times of emergency and/or events involving mobilization of significant DESPP State Police resources, to include but not be limited to natural disasters and states of emergency; should a decision be made to "double up" personnel within patrol vehicles in order to provide Law Enforcement Officer services, members of the NP-1 bargaining unit shall be used for such purposes. In no such instances shall members of the Department of Corrections be used to replace an NP-1 member. It is understood by the parties that members of the Department of Corrections are distinguishably different than DESPP State Police personnel and are outside of the NP-1 bargaining unit.
2. That, this agreement does not preclude the Department from using non-NP-1 members to "double up" for functions other than those designated as law enforcement related.
3. That, the Union, pursuant to this agreement, shall withdraw DPS12-056 (Union Code 2012-036).

4. In signing this Agreement, the Union acknowledges that they freely and voluntarily enter into this Agreement without duress, intimidation, undue influence or any threatened loss of benefit. The Union acknowledges that they have read it and fully understand its contents, meaning, intent and implications.

Andrew Matthews
President CSPU
Commissioner
08/15/13

Col. Danny Stebbins
Deputy

Dept. of Emergency Services &
Public Protection
08/16/13

MEMORANDUM OF UNDERSTANDING #15

Uniform Pilot Program

- A pilot program regarding outer carrier:
- The Union president and/or his/her designee shall be on the uniform pilot program dedicated committee;
- Subcommittee working group members: 2 management designations; 2 Union designations; Office of Labor Relations and Union Rep Co-Chairs and a DAS purchasing representative will serve as an advisory member when needed.
- A minimum of at least four (4) Troopers at each Troop to a max of sixty (60) total Troopers shall be identified as participants based upon selection criteria of the Uniform committee;

- This sub-committee shall convene within 60 days following Legislative approval or soon thereafter programs shall run for up to twelve months following delivery of the Uniforms to be piloted for one (1) year and may be extended by agreement of the committee;
- Committee will develop an evaluation process for the participants (photographs documenting wash cycles etc.);
- This sub-committee will evaluate and make a recommendation to the Colonel thru the Uniform committee with documentation;
- All costs shall be remunerated by the Union from their carryover stress fund money as indicated in Article 33, Section ten of the collective bargaining agreement and pursuant to state contracting policies;
- Participants are responsible for care and maintenance of uniform;
- This does not replace the Class B Uniforms

STATE POLICE (NP-1) AGREEMENT

APPENDIX H SUPERSEDEENCE

STATE POLICE (NP-1) AGREEMENT EFFECTIVE JULY 1, 2018 TO JUNE 30, 2022

| NEW PROVISION | CONTRACT REFERENCE | STATUTE OR REGULATION AMENDED |
|---|-------------------------------|--|
| Union Security and Payroll Deductions – Janus Lang | Article 6, Sections 3 & 4 | C.G.S. 5-260, C.G.S. 5-260a, C.G.S. 5-261 and C.G.S.5-262 |
| Personnel Files – OPF & Internal Affairs which is unfounded – Not subject to FOI | Article 9, Section 2 | C.G.S. 1-206 et seq., C.G.S. 5-140 . |
| Personnel Files – Access to personal file & Court order for personal data-who can access, notification of OPF file- | Article 9, Section 3 | C.G.S. 4-193 |
| Personnel Files – Investigation classified as a personnel investigation is completed, the entire file shall be placed in the employees’ OPF – deleted | Article 9, Section 4 | C.G.S. 4-193 C.G.S. 1-206 et seq. C.G.S. 11-8b and 7-109 |
| Working test period – Changed designee | Article 11, Section 3 | C.G.S. 5-230 Reg. 5-230-1 |

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| to designated management official | | |
| Grievance Procedure | Article 14, Sections 1 and 8 | C.G.S. 5-201, 5-202, 5-271(e) Reg. 5-201-10 through 5-201-16 |
| Grievance meetings are closed to the public and press | Article 14 Section 13 | C.G.S.1-200 et seq., C.G.S. 1-225 |
| Discipline | Article 15, Section 6, 7, 11, 14 and new 15 | C.G.S. 29-4 & C.G.S. 5-240, Regulation 5-240-1a 5-240-2a, Reg. 5-240-3a, Reg. 5-240-4a, Reg. 5-240-5a and Reg. 5-240-7a |
| General Wage Increases 2018- 0% 2019- 2% 2020- 2.25% 2021- 2.25% | Article 17, Section 1 | C.G.S. 5-200(k) C.G.S. 5-200(m) |
| Annual Increments 2018 – Retroactive for those that did not receive in January 2019 2020 2021 | Article 17, Section 1 | C.G.S. 5-200(k) C.G.S. 5-200(m) |
| Automatic increases based on years of service effective 6/30/22 | Article 17, Section 1 & Appendix A | C.G.S. 5-200(k) C.G.S. 5-200(m) |
| Hours of Work - SWAPS | Article 17, Section 6 | C.G.S. 5-238, C.G.S. 5-245, & C.G.S. 5-246, Reg. 5-238–1(a) Reg. 5-238-2 (a), (b), (c) Reg. 5-238-3, |

| | | |
|---|------------------------------------|---|
| | | Reg. 5-238-4, Reg. 5-238-5 |
| Hours of Work – Increase to 18.5 consecutive hours | Article 17, Section 12 | C.G.S. 5-200(k) C.G.S. 5-200(m) C.G.S. 5-238, C.G.S. 5-245, & C.G.S. 5-246, Reg. 5-238–1(a) Reg. 5-238-2 (a), (b), (c) Reg. 5-238-3, Reg. 5-238-4, Reg. 5-238-5 |
| Longevity – Eliminate | Article 19, Section 4 & Appendix B | C.G.S. 5-213, 5-278a Reg. 5-213-1 |
| Hazardous Duty Stipend – Include Major Crime units | Article 19, Section 9 | C.G.S. 5-200(k) C.G.S. 5-200(m) |
| Trooper Trainees – Increase base rate | Article 20, Section 2 | C.G.S. 5-200(k) C.G.S. 5-200(m) |
| Pregnancy, Maternal, Parental and Family Leave | Article 23 & Appendix C | C.G.S. 5-247, C.G.S. 5-248a Reg. 5-247-4(a) & 5-248b |
| Vacations – accrue up to 70 – only pay out at 60 | Article 28, Section 1 | C.G.S. 5-250, Reg. 5-250-1, Reg. 5-250-2, Reg. 5-250-4, Reg. 5-250-5, Reg. 5-250-6 |
| State Closing – when on vacation, will not be charged a day | Article 28, (New) | C.G.S. 5-245 Reg. 5-245-1, 5-238-5 |
| Sick Leave – use all sick leave and any other paid leave | Article 32, Section 1 | C.G.S. 5-247-5, Reg. Sec.5-247-4 |
| Sick Leave – FMLA days – Increase 5 to 10 | Article 32, Section | C.G.S. 5-247, 5-248a, 5-248b Reg. 5-247-4(a) |

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| Military Leave – change to 28 scheduled work days per calendar year | Article 33, Section 6 | C.G.S. 5-248(c), C.G.S. 27-33 |
| Equipment Stipend – continuation of benefit | Article 33, Section 12 | C.G.S. 5-200(k) C.G.S. 5-200(m) |
| All funds, Stipends, fees, differentials and other economic items not otherwise TA'd or Awarded shall remain at the rate in effect on June 30, 2018 for the life of the collective bargaining agreement. | Entire Agreement | C.G.S. 5-200(k) C.G.S. 5-200(m) |

NOTE: The above does not include Supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

**CONNECTICUT STATE POLICE UNION
BARGAINING COMMITTEE**

Michael Moricoli, Co-Chairman

Todd Fedigan

Jonathan Kaufman

Robert Zdrojeski

Carl Schlicker

Marc Gelven

Michael Evangelisti

John Castiline, Co-Chairman

President, Connecticut State Police
Union

Attorney Andrew Matthews

Attorney Richard Loccke

Chief Negotiators

**STATE OF CONNECTICUT
BARGAINING COMMITTEE**

**Office of Labor Relations
Negotiators**

S. Fae Brown-Brewton
Undersecretary for Labor Relations

Megan Krom
Labor Relations Specialist

David Krayeski
Labor Relations Specialist

**Department of Emergency Services
And Public Protection**

Colonel Stavros Mellekas

Captain Michael Davis

Lt. Seth Mancini

Lt. Marc Petruzzi

Charlene Puska, Principal Human Resources Specialist