

## INTERDEPARTMENTAL MEMORANDUM

February 11, 2009

The Honorable Theresa C. Lantz, Commissioner  
Department of Correction  
24 Wolcott Hill Road  
Wethersfield, CT 06109

**Subject: Interest Arbitration Award for Corrections (NP-4) Bargaining Unit  
Employees Effective July 1, 2008 through June 30, 2011**

### I. AUTHORITY

The Interest Arbitration Award between the State of Connecticut and the American Federation of State and Municipal Employees (AFSCME) NP-4 bargaining unit for the period July 1, 2008 through June 30, 2011 was ratified by the legislature on February 5, 2009.

### II. COMPENSATION (Article 17)

#### A. General Wage Increases (Section 1a)

General wage increases will be effective as follows:

<u>Effective Date</u>	<u>Increase</u>
July 4, 2008 (retroactive)	3% of Base Salary
June 24, 2009	2.5% of Base Salary
June 23, 2010	2.5% of Base Salary

#### B. Annual Increments and Lump Sum Payments (Section 2 and Section 13)

Annual increments and \$750 lump sum payments for employees at maximum for 2008-2009 will be paid on time. Annual increments and \$750 lump sum payments for employees at maximum for 2009-2010 and 2010-2011 will be delayed six months.

<u>Effective Date</u>	<u>Payable</u>
July 2008 (retroactive)	July 2008
January 2009 (retroactive)	January 2009
July 2009 (delayed 6 months)	January 2010
January 2010 (delayed 6 months)	July 2010
July 2010 (delayed 6 months)	January 2011
January 2011 (delayed 6 months)	July 2011

**C. Longevity (Section 4)**

The longevity schedule based on the pay plan effective on June 30, 1977 will remain unchanged in dollar amounts during the life of the contract. See Appendix B, Longevity Schedule.

**D. Mileage Reimbursement (Section 5)**

Mileage reimbursement is at the U.S. General Services Administration (GSA) rate. Mileage reimbursement rate to be adjusted within thirty (30) days of any change in the GSA rate.

The reimbursement rate of 55 cents is effective for travel on or after February 12, 2009 for employees using personally owned vehicles for official State business. (See Comptroller Memorandum 2009-01). Refer to Comptroller Memoranda 2008-27 and 2008-08 for mileage reimbursement rates prior to February 12, 2009.

**E. Night Shift Differential (Section 6)**

All employees who are in this bargaining unit and who are eligible to receive shift differential in accordance with current practice and whose assigned work shift begins any time after 2:00 P.M. and before 6:00 A.M. will receive a night shift differential of eighty (80) cents per hour. Shift differential will only be paid when an employee is actually working.

Effective June 18, 2010, the night shift differential will be increased to ninety (90) cents per hour. Shift differential will only be paid when an employee is actually working.

**F. Weekend Differential (Section 7)**

A weekend is defined as beginning with the start of the third shift on Friday and terminating with the end of the second shift on Sunday inclusive. The weekend differential will be paid for working a minimum of six (6) hours on a shift. The weekend differential will only be paid when an employee is actually working. The rate will be fifty-five (55) cents per hour.

Effective June 18, 2010, the weekend differential will be increased to sixty-five (65) cents per hour.

**G. Facility Meal Reimbursements (Section 9)**

Effective July 4, 2008, the meal reimbursement rate will be \$8.50 for each shift actually worked. Effective June 18, 2010, the meal reimbursement rate will be \$9.00 for each shift actually worked.

Employees who are transporting inmates or parolees outside of the institution will receive the same reimbursement as if they were working inside the institution.

As new correctional facilities open during the term of this agreement, the employees at such facilities will also receive the same meal reimbursement as is in effect at current facilities.

**H. Working Conditions Stipend (Section 10)**

All members will receive a stipend for working conditions of \$800 yearly payable in the first paycheck dated in December of each contract year.

**I. On-Call Standby Pay (Section 11 New)**

Effective thirty (30) days following legislative approval, management may establish a procedure to designate qualified employees in Correctional Maintenance positions by job classification and function as on-call/standby status. Management will solicit volunteers and provide any necessary training for the performance of on-call duties, which will be rotated among the volunteers. The designated employee will be obligated to be available and to respond in the event of a call.

Employees designated to this on-call/standby status will be compensated at the rate of \$1.00 per hour for each hour assigned. The compensation for the duration of any on-call/standby assignment will not exceed \$100.00 per work week. Employees designated for on-call/standby assignment will be issued cell phones or similar equipment.

An employee who is required to take or respond to a call while on such status will receive one-hour's compensation at the applicable rate. An employee who is required to report for duty will be compensated in accordance with the Overtime Article (Article 15).

**J. License Fee (New Section)**

The State will reimburse employees in all classifications for the cost(s) of licenses and/or certificates required by the State as a condition of employment except that the cost of a Class II driver's license, (non-CDL), will not be reimbursed. Requests for reimbursement will be processed upon presentation of a validated license and proof of costs and payment.

**III. PAID LEAVE DRILLS (Article 28)**

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 will be entitled to military leave with pay for required field training, provided such leave does not exceed two (2) calendar weeks in a calendar year, in addition to up to seven (7) days of military leave for weekend drills. Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) will 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 will be held, and the employee will be credited with such time for seniority purposes.

**IV. STRESS MANAGEMENT (Article 29)**

The State will establish a fund of one hundred thousand (\$100,000) dollars to be expended on stress management programs and/or procedures. Funds not expended during the life of this Agreement will rollover.

**V. TUITION REIMBURSEMENT (Article 33 Section 2a - 4a)**

<u>Contract Year</u>	<u>Amount</u>
2008-2009	\$75,000
2009-2010	\$75,000
2010-2011	\$85,000

Funds committed for reimbursement in one fiscal year will carry over into the next fiscal year in order to allow payment of tuition reimbursement claims for prior year courses. Funds will not carry over to the next contract.

For credit courses at accredited institutions of higher education, one hundred (100%) percent of the cost of tuition, laboratory fees and community college service fees up to a maximum of \$150 per credit for undergraduate courses and \$180 per credit for graduate courses are eligible to be reimbursed. For other courses or programs, there will be fifty (50%) percent tuition reimbursement to a maximum of \$75 per credit for undergraduate courses and \$90 per credit for graduate courses.

**VI. PAROLE PAGERS (Appendix D)**

When a Parole Officer is paged during their non-work hours by a Parole Supervisor or by the answering service, the Officer will be eligible for one (1) hour of callback compensatory time if required to make phone calls/faxes. If the Parole Officer is paged during their non-work hours by a Parole Supervisor or by the answering service, the Officer will be eligible for a minimum four (4) hours of callback compensatory time if required to take further action such as picking up a parolee, going to a police station or going to court. Should a Parole Officer be paged during their non-work hours by a Parole Supervisor or by the answering service on a State holiday, Article 21 "Holidays" will apply for the accrual of callback compensatory time. This will not be used for the purpose of earning any additional pay.

**VII. RETROACTIVE PAYMENTS**

For the pay periods June 20, 2008 through February 12, 2009, agency staff must calculate any retroactive payments. Checks dated February 27, 2009 should reflect updated additional compensation. e.g. Shift differential, overtime, etc. for that particular bi-weekly pay period.

Payments will be separately identified and subject to mandatory deductions only, i.e., federal withholding tax and state income tax annualized, social security tax, retirement contributions, and garnishments (if applicable).

**A. Retroactive General Wage Increases**

<u>Effective Date</u>	<u>Increase</u>	<u>Period Covered</u>	<u>Check Date</u>
July 4, 2008	3%	07/04/08- 02/12/09	02/27/09

**B. Retroactive Annual Increments and Lump Sum Payments at Maximum Step**

<u>Effective Date</u>	<u>Period Covered</u>	<u>Check Date</u>
July 1, 2008	06/20/08 - 02/12/09	02/27/09
January 1, 2009	12/19/08 - 02/12/09	02/27/09

**VIII. SCHEDULED PAYMENT DATES****A. General Wage Increase**

<u>Effective Date</u>	<u>Pay Period</u>	<u>Check Date</u>
June 24, 2009	06/19/09 - 07/02/09	07/17/09
June 23, 2010	06/18/10 - 07/01/10	07/16/10

**B. Annual Increments and Lump Sum Payments**

<u>Effective Date</u>	<u>Pay Period</u>	<u>Check Date</u>
July 1, 2009 (delayed 6 months)	01/01/10 - 01/14/10	01/29/10
January 1, 2010 (delayed 6 months)	06/18/10 - 07/01/10	07/16/10
July 1, 2010 (delayed 6 months)	12/31/10 - 01/13/11	01/28/11
January 1, 2011 (delayed 6 months)	07/01/11 - 07/14/11	07/29/11

**C. Working Condition Stipends**

The working condition stipends will be paid as follows:

<u>Effective Date</u>	<u>Check Date</u>
December 2009	12/04/09
December 2010	12/03/10

**IX. PAYROLL PROCEDURES****A. Implementation of General Wage Increase**

Retroactive Payments:

On the Timesheet Page: Amount or Hours; Time Reporting Code XRTRA or XRTRH

On the Additional Pay Page: Amount or Hours; Earnings Code RTR

New pay plans will be implemented centrally with the new hourly rate and bi-weekly salary effective with the pay period, at the proper time.

**B. Split Pay Periods for General Wage Increases**

For General Wage Increase effective June 24, 2009, the effective pay period is June 19, 2009 through July 2, 2009. Wages earned for the period June 19, 2009 through June 23, 2009 should be paid at the old rate. The wages earned June 24, 2009 through July 2, 2009, should be paid at the new rate.

For General Wage Increase effective June 23, 2010, the effective pay period is June 18, 2010 through July 1, 2010. Wages earned for June 18, 2010 through June 22, 2010 should be paid at the old rate. The wages earned for the period June 23, 2010 through July 1, 2010 should be paid at the new rate.

**C. Annual Increments and Lump Sum Payments**

Retroactive Payments:

On the Timesheet Page: Amount or Hours; Time Reporting Code XRTRA or XRTRH

On the Additional Pay Page: Amount or Hours; Earnings Code RTR

Annual increments will be entered centrally at the proper time.

**D. Shift Differential**

On the Timesheet Page: Shift 1; On the Additional Pay Page Earnings Code SD1

On the Timesheet Page: Shift 2; On the Additional Pay Page Earnings Code SD2

On the Timesheet Page: Shift 3; On the Additional Pay Page Earnings Code SD3

**E. Working Condition Stipend**

On the Timesheet Page: Amount; Time Reporting Code XMISA

On the Additional Pay Page: Amount; Earnings Code MIS

**F. Meal Allowances**

For Retroactive Payments:

On the Timesheet Page: Amount; Time Reporting Code XMLA

On the Additional Pay Page: Amount; Earnings Code MLA

For Current Payments:

On the Timesheet Page: Units; Time Reporting Code XML8A

On the Additional Pay Page: Hours; Earnings Code M11

**G. On-Call Standby Pay**

On the Timesheet Page: Units; Time Reporting Code XOCBH

On the Additional Pay Page: Hours; Earnings Code OC1

**H. ON-CALL STANDBY BY PAY**

Amount, Earnings Code OCA or Units; Earnings Code OC1, Time Reporting Code XOCBH.

**X. TUITION REIMBURSEMENT**

All union funded tuition reimbursement requests should be forwarded to the Comptroller's Fiscal Policy Division - Tuition Unit for processing. All tuition reimbursements must be submitted on an approved *Application for Tuition Reimbursement* form, CO-101. Please see Comptroller Memorandum 2006-41, dated December 7, 2006 for additional procedures.

**Please note:** Reimbursements cannot be made until the release of funding by the Office of Policy and Management. In the past, this funding was not made available to coincide with the implementation date of the contract provision. Please expect delays in reimbursements at the beginning of contract years.

**XI. GENERAL**

Questions may be directed as follows:

**Payroll Procedures:** Office of the State Comptroller, Payroll Services Division,  
(860) 702-3463;

**Contract Issues:** Agency Personnel Officers

**Tuition Reimbursement:** Office of the State Comptroller, Fiscal Policy Division,  
(860) 702-3334;

**Memorandum Interpretation:** Office of the State Comptroller, Fiscal Policy  
Division, (860) 702-3440.

**NANCY WYMAN  
STATE COMPTROLLER**

<http://www.osc.state.ct.us>

**NW:ED**