

Initial

**PROPOSALS OF THE STATE OF CONNECTICUT
FOR A SUCCESSOR AGREEMENT TO THE 2004-2008 NP-4 CONTRACT**

Submitted September 17, 2007

Proposal 1:

**ARTICLE 10
SENIORITY**

Section 2. Seniority for Vacation Scheduling and Transfer. Seniority shall be defined as length of total service in each class from date of permanent appointment to such class, subject to the provisions of Section 3, "Seniority and Working Test Period," of this article, and shall apply as follows:

- A. **Vacation Scheduling.** In the event of conflicting schedules of vacation leave as determined by the operating needs of the facility or institution, class seniority shall be the determining factor. Ties shall be broken utilizing the employee's employee number with the lowest number having preference.
- B. **Involuntary Transfer.** Inverse class seniority shall be the basis for selecting employees for non-disciplinary, involuntary transfer from one institution or facility to another.
- C. **(1) Transfer List.** As the correctional institutions, centers and units develop vacancies, the senior institution, center or unit employee in the same classification whose name appears on the transfer list for institutions, centers or units will be transferred, with the exception of transfers into the Central Office, Center for Training and Staff Development and the K-9 Unit. Employees assigned to the Central Office, Center for Training and Staff Development or K-9 Unit may transfer out of the unit in accordance with this Article. An employee on workers' compensation leave will be eligible to transfer under this provision, but only if the return to work date is within ninety (90) calendar days of the date of transfer. An employee requesting transfer under this Section must put his/her name on the departmental transfer list in accordance with the departmental procedures in order to be considered. [Such list will be updated quarterly.(This language subject to proposal 2 below)]

Proposal 2:

**ARTICLE 10
SENIORITY**

(Section 2.C.)

(1) Transfer List. As the correctional institutions, centers and units develop vacancies, the senior institution, center or unit employee in the same classification whose name appears on the transfer list for institutions, centers or units will be transferred, with the exception of transfers into the Central Office, Center for Training and Staff Development and the K-9 Unit. Employees assigned to the Central Office, Center for Training and Staff Development or K-9 Unit may transfer out of the unit in accordance with this Article. [An employee on workers' compensation leave will be eligible to transfer under this provision (This language subject to Proposal 1 above).] An employee requesting transfer under this Section must put his/her name on the departmental transfer list in accordance with the departmental procedures in order to be considered. Such list will be updated semi-annually~~quarterly~~ on January 1 and July 1 of each year.

Proposal 3:

**ARTICLE 10
SENIORITY**

Section 10. Shift Transfer Lists. Each facility shall maintain a shift transfer list which will be updated on a semi-annual~~quarterly~~ basis on January 1 and July 1 of each year. An employee on Worker's Compensation shall be eligible for shift transfer under this provision.

Proposal 4:

**ARTICLE 21
HOLIDAYS**

Section 4. Work on Holidays Other than Thanksgiving, Christmas . Effective upon legislative approval of this Agreement, each employee whose job requires him/her to work on a holiday other than Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, Lincoln's Birthday, or Washington's Birthday, and who works as scheduled on a holiday which falls on his/her regular work day shall receive a compensatory day off or a day's pay at straight time in addition to his/her regular week's pay. At the beginning of each fiscal year, an employee shall elect cash or time off for all such holidays. If an employee fails to make an election, s/he will receive cash for all such holidays.

Proposal 5:

**ARTICLE 26
RETIREMENT, INSURANCES AND LEAVES**

Section 3. Medical Certificate. If an employee is absent on sick leave for three (3) ~~five (5)~~ or more consecutive working days, the employee must submit a medical certificate stating reasons for the absence. When continued absences from work constitute an abuse of sick leave, the employee and the Union shall be notified in writing. After such notification, the Employer may deny sick pay. Such denial of sick pay is subject to the grievance and arbitration provision of this Agreement. Continued abuse of sick leave will subject the employee to progressive discipline.

STATE OF CONNECTICUT

**“HOUSEKEEPING” RECOMMENDATIONS
FOR
SUCCESSOR AGREEMENT TO 2004 – 2008 NP-4 CONTRACT**

Submitted September 17, 2007

“HOUSEKEEPING”

ARTICLE 3

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 4. Americans with Disabilities Act. Notwithstanding any provision of this agreement to the contrary, the Employer will have the right and duty to take all actions necessary to comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 2101, et seq. (ADA). Upon request the Employer will meet and discuss specific concerns identified by the Union; however, this shall not delay any actions taken to comply with the ADA.

ARTICLE 7

UNION RIGHTS

Section 8. Union Leave. Not more than one (1) employee elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year which may be granted subject to the approval of the Director of Personnel and Labor Relations. Upon return from such leave, the State Employer shall offer said employee a position relatively equal to the former position in pay, benefits, and duties at the rates in force at time of return from such leave.

T. O. K.
9-17-07

**ARTICLE 10
SENIORITY**

Section 1. Seniority for Length of Vacation and Longevity. For the purpose of computing longevity and length of vacation leave, seniority shall be defined as indicated below length of continuous state service, with the inclusion of CGS Sections 5-255 and 256, including military service.

- A. **Total Service, Longevity.** ~~Effective July 1, 1997, t~~The calculation of service for purposes of longevity benefits shall be based upon total State service, including paid leave and war service.
- B. **Continuous Service, Vacation Accrual.** ~~Effective July 1, 1997, t~~The calculation of service for purposes of vacation accrual eligibility shall be based on length of continuous State service including paid leave, war service, up to six (6) months of unpaid leave and/or up to one (1) year of any period of continuous layoff provided the employee is reemployed within three (3) years.

**ARTICLE 12
GRIEVANCE PROCEDURE**

Section 6. Grievance Procedure: Steps

Step III. Director of Labor Relations or Designee. An unresolved grievance may be appealed to the Director of Labor Relations within seven (7) days of the date that the Step II response is due. Said Director or his/her designated representative shall hold a conference within forty-five (45) days of receipt of the grievance and issue a response within ten (10) days of the conference. The local union president or his/her designee, staff representative and steward may be present at the Step III level.

Section 11. Job Classification Disputes. Disputes over an employee's job classification (reclassification grievances) shall be subject to the grievance procedure but shall not be arbitrable. The third step of the reclassification grievance shall be the Commissioner of Administrative Services and ~~The~~ final step shall be appeal to a three (3) person panel consisting of personnel officers from each of two (2) State agencies, each of which has more than one hundred (100) employees, and one (1) designee of the Union who is experienced in the area of job classification.

T.O.K.
9-17-07

ARTICLE 16
TEMPORARY SERVICE IN A HIGHER CLASS

Section 1. Temporary Assignment to Higher Class. An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first consecutive work day, be paid for such actual work retroactive to the first day of such work at the rate of the higher class as if promoted thereto, provided such assignment is approved by the Commissioner of Administrative Services~~Director of Personnel and Labor Relations~~.

Section 3. Notice of Assignment. 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~~Director of Personnel and Labor Relations~~ in writing.

Section 4. Reassignment to Former Position. If on or after the thirty-first consecutive working day of such service, the Commissioner of Administrative Services~~Director of Personnel and Labor Relations~~ has not approved the assignment, the employee upon request shall be reassigned to his/her former position, subject to the provisions of Section 5, "Appeal Procedure," of this article.

Section 5. Appeal Procedure. In the event the Commissioner of Administrative Services~~Director of Personnel and Labor Relations~~ 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 as provided in Article 12. The form certifying the assignment will specify the rights and obligations of the parties under Sections 4 and 5.

ARTICLE 18
CLASS REEVALUATION (UPGRADING)

Section 1. Supersedence. The procedure set forth in this Article supersedes the provisions of CGS 5-200(p) relative to the right of employees or their representatives to appeal for class reevaluation.

Section 2. Classification Appeal Procedure. ~~On and after July 1, 1988,~~ The Union, and not any individual employee, shall have the right to appeal in writing, on forms provided by the State, reevaluation of a class. Within sixty (60) days after the filing of such appeal, the Commissioner of Administrative Services~~Director of Personnel and Labor Relations~~ or his/her designee(s)~~(currently the Office of Labor Relations)~~ shall conduct a hearing on the appeal and shall answer the appeal within thirty (30) days after the hearing is held. If the appeal is denied, or if no answer is given within ninety (90) days after the submission of the appeal, the Union, and not any individual employee(s), may submit the appeal to final and binding arbitration. Such submission must be made within one hundred five (105) days after the submission of the appeal, and in all other respects must conform to the requirements in Article 12, "Grievance Procedure." The arbitrator must be competent

in public sector job evaluation, classification and compensation. The parties will seek to agree on a closed panel of arbitrators for this purpose.

ARTICLE 21 HOLIDAYS

Section 2. Effect of Statute Governing Holidays. Unless superseded in this Article, the provisions of CGS Section 5-254 and the appurtenant regulations shall continue in force.

Section 4. Work on Holidays Other than Thanksgiving, Christmas . ~~Effective upon legislative approval of this Agreement,~~ Each employee whose job requires him/her to work on a holiday other than Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, Lincoln's Birthday, or Washington's Birthday, and who works as scheduled on a holiday which falls on his/her regular work day shall receive a compensatory day off or a day's pay at straight time in addition to his/her regular week's pay. At the beginning of each fiscal year, an employee shall elect cash or time off for all such holidays.

Section 5. Work on Thanksgiving, Christmas, New Year's Day. ~~Effective upon legislative approval of this Agreement,~~ Each employee whose job requires him/her to work on Thanksgiving, Christmas, or New Year's Day, shall be paid at the rate of time and one-half his/her regular hourly rate for all hours worked on the holiday in addition to his/her regular pay for the day in lieu of compensatory time.

Section 6. Work on Martin Luther King Day, Lincoln's Birthday . . ~~Effective upon legislative approval of this Agreement,~~ Each employee whose job requires him/her to work on Martin Luther King Day, Lincoln's Birthday, or Washington's Birthday shall be paid at the rate of time and one-half for all hours worked on the holiday in addition to his/her regular pay for the day. The employee may take compensatory time off in lieu of the holiday pay.

Section 8. Holiday Dates of Observance.

A. Seven Day Coverage. Employees who are assigned to areas that require seven (7) day coverage, for purposes of this Article shall observe holidays as follows:

Christmas Day	<u>December 25th</u>
New Year's Day	<u>January 1st</u>
Independence Day	<u>July 4th</u>
December 25th	
January 1st	
July 4th	

All other holidays shall be observed on the dates designated by the State.

ARTICLE 23
LABOR MANAGEMENT COMMITTEES

Section 1. Committees. Not less than four (4) times each year, if needed, a Labor Management Committee representative of the Bargaining Unit, consisting of not more than ten (10) persons selected by each party, shall meet at the departmental level to discuss matters of mutual concern.

A. Department Level. The ten (10) Union representatives shall be picked by the Union. There shall be not be more than three Union Representatives from any one work location.

B. Institution Level. Labor Management meetings at the institution level will be limited to stewards or Executive Board members of the particular institutions as follows:

<u>Facility</u>	<u>Number</u>
Osborn	6
Enfield	6
Cheshire (CCC)	6
Manson Youth	6
CRCI	6
New Haven	5
Hartford	5
Bridgeport	5
Brooklyn	3
J.B. Gates	3
Community Services	3
Webster	3
Cybulski	3
Willard-Cybulski	6
Northern	5
MacDougall-Walker	8
Bergin	3
Garner	6
Corrigan-Radgowski	6
York/Niantic	6

ARTICLE 26
RETIREMENT, INSURANCES AND LEAVES

Section 2. Insurance and Leaves. Except where varied in this Agreement, ~~of this article,~~ the State will continue in force its written rules and regulations presently in effect with reference to:

- E. Death benefits. ~~Effective July 1, 1980,~~ Upon death of an employee on the active payroll who has completed ten (10) years of State service, the Employer shall pay to the beneficiary one-fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll, up to a maximum payment equivalent to sixty (60) days pay.

ARTICLE 35
BOARD OF PAROLE

Section 7. Vehicles.

A. Field Services Division. The assignment of vehicles to employees in the Field Services Division is contingent upon the employee available for contact assignment, via beeper, on a twenty-four (24) hour basis, except when on authorized leave.

ARTICLE 36
GENERAL PROVISIONS

Section 6. Hazardous duty. The Union, and not any individual employee, shall, upon request, be granted a hearing by the Commissioner of Administrative Services ~~Director of Personnel and Labor Relations~~ concerning a claim for hazardous or unpleasant duty pay differential. Disputes under this Section shall not be subject to the Grievance and Arbitration Article.

Section 8. Transporting Inmates. In clarification of CGS Section 5-173(a), persons employed in the Department of Correction with the "Correction" in their job title who, as a regular part of their job, transport prisoners or parolees to or from any institution listed in said Section shall be deemed to be engaged in guard or instructional duties at any such institution.

T.O.K.
9-17-07

APPENDIX D
MEMORANDA OF UNDERSTANDING

LEAVE DONATION

From time-to-time, on an as needed basis, bargaining unit members may donate their accrued vacation and/or personal leave to a fellow bargaining unit member who has at least six (6) months of State service and has achieved permanent status and has exhausted his/her own accrued paid time off, who is suffering from a long term or terminal illness or disability. Said benefit shall be subject to review and approval by the Commissioner of Administrative Services ~~Director of Personnel and Labor Relations~~ and shall be applied in accordance with uniform guidelines as may be developed by such Commissioner~~Director~~.

**PROPOSALS OF THE STATE OF CONNECTICUT
FOR A SUCCESSOR AGREEMENT TO THE 2004-2008 NP-4 CONTRACT**

Submitted October ¹⁵~~17~~, 2007

ARTICLE 12 GRIEVANCE PROCEDURE

Section 9. Arbitration. Within forty (40) days from receipt of a Step III response, or if no response, within forty (40) days of the due date, grievances, during the life of this Agreement, shall be submitted for arbitration as follows:

A. Dismissals.

- 1) ~~Submission.~~ Submission shall be to the Connecticut Board of Mediation and Arbitration by letter, postage pre-paid, addressed to the Board; a copy of such letter will also be mailed concurrently to the Office of Labor Relations by certified mail;
- 2) ~~Cost Allocation.~~ Effective July 1, 1994, and for each year of this Contract, the State shall allocate \$5,000.00 to cover the cost of arbitration at a rate of \$250.00 per case. Unexpended funds in any contract year shall carry over into the next contract year. Should the yearly allocation and the carry over funds combined be insufficient to pay for cases in any contract year, the parties agree to share equally in the per case cost;
- 3) ~~Arbitrators.~~ Arbitrators assigned to hear cases under this provision shall be mutually agreeable to the parties; ~~Cases Submitted Under Previous Agreement.~~ For cases already submitted to the Board under previous contract provisions, those involving suspensions of fifteen (15) days or more shall remain with the Board. All other cases shall be processed under B. below. In the assignment of cases, discharge cases will be assigned first, all other cases will be assigned in the order of the date of filing, first filed, first assigned. Cases shall be assigned on a rotating basis to the arbitrators. For Dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator.

B. Other Discipline and Contract Interpretation

- 1) **Submission.** Submission shall be by certified letter, postage prepaid to the Office of Labor Relations.
- 2) **Selection of Panel.** The parties shall establish a panel of five (5) arbitrators selected by mutual agreement.
- 3) **Costs.** The parties shall share equally in the expenses of the arbitrator.
- 4) **Assignment of Cases.** Cases shall be assigned on a rotating basis (alphabetically) to the arbitrator panel based on the date of filing, first filed, first assigned except that Dismissal cases shall be given precedence in scheduling. For Dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator.
- 5) **Removal of Arbitrator.** Either party, upon written notice to the other, between March 1st and March 10th of each contract year may remove an arbitrator(s). By April 1st the parties will have a reconstituted mutually agreed upon panel of five (5) arbitrators for the succeeding contract year.
- 6) **Cases Submitted Under Previous Agreement.** Dismissal cases already submitted to the Connecticut Board of Mediation and Arbitration will remain with the Board in accordance with the prior contract provisions.

PROPOSAL 7:

**ARTICLE 14
HOURS OF WORK AND WORK SCHEDULES**

Section 1. Work Week. The regularly established work week for employees in this unit shall be thirty-six and one-quarter (36 1/4) hours per week. All employees shall be scheduled to work a regular shift as determined by the appointing authority; such work shift shall have specific starting and quitting times, except that employees assigned to field services shall have no specific starting and quitting times.

A. Effective upon the first day of the first pay period following legislative approval of this Agreement, Maintenance employees on a five-day on, two-day off schedule shall work a forty-hour workweek consisting of five consecutive eight-hour days Monday through Friday.

PROPOSAL 9:

**ARTICLE 15
OVERTIME**

Section 10. Overtime for Normal Operations. No overtime shall be allowed at any designated work unit other than by employees assigned to the designated work unit for the purpose of normal operations, except in emergency situations and except as follows for Maintenance employees. Maintenance employees assigned to Central Office shall be assigned to one particular facility for the purpose of equalizing overtime and will be permitted to sign up for overtime only at that facility. All overtime worked by an employee, no matter where worked, shall be counted toward equalization.

PROPOSAL 10:

**ARTICLE 21
HOLIDAYS**

Section 7. Accrued Time. Any compensatory (T.O.) time accrued at the time of any employee's separation from State service shall be paid off to the employee at the applicable rate in effect at the time of such service separation. ~~Employees who are assigned to work schedules which contain daily tours of eight (8) hours and fifteen (15) minutes shall, upon separation or retirement from state service, have accrued compensatory (T.O.) time pay computed based on a standard eight (8) hour and fifteen (15) minute work day.~~

Proposal 11:

ARTICLE 26 RETIREMENT, INSURANCES AND LEAVES

Section 2. Insurance and Leaves. All leaves and other accruals, including holiday compensatory (T.O.) time, shall be recorded, taken and paid out in hours. Except where varied in this Agreement of this article, the State will continue in force its written rules and regulations presently in effect with reference to:

Proposal 12:

ARTICLE 27 EMPLOYEE UNIFORM, PERSONAL APPEARANCE AND IDENTIFICATION

Section 3. Uniform Dress Code. Each employee shall present a neat, clean and well groomed appearance at all times during the performance of duties and/or while in uniform. Clothes shall be kept clean and neat. Footwear shall be clean, non-tattered and laced as appropriate. Direct contact personnel shall carry a Universal Precaution Pouch. No personal equipment, e.g., phones, beepers, etc., other than state issued items shall be carried or worn by staff while on duty. Union presidents and one (1) designated union duty officer per local, shall be allowed to wear a beeper for union business purposes.

- A. **Non-Uniformed Personnel.** Attire for non-uniformed personnel shall be in keeping with safety and security concerns and shall be at least "business casual" in appearance. The wearing of provocative, suggestive or exercise attire, shorts, denim jeans, tee shirts, ragged or torn clothing, rubber shower/beach thongs shall not be permitted. Shirts will have collars for males and the equivalent for females. Exceptions shall be allowed by the Unit Administrator as it applies to a specific job classification or in order to perform specific duties.

Section 5. Department Uniform, Property and Equipment Return. Upon permanent separation from the Department, an employee shall return any issued Department uniform, property and/or equipment, to include a weapon, badge, identification card(s) and/or telecommunication devices. All items must be returned to the employees unit head or designee by the last day of the pay period in which the employee has a separation, dismissal or retirement date. Employees who fail to return issued uniforms, property and/or equipment shall be assessed a fee of \$250.00 (two hundred and fifty dollars), to be deducted from their final paycheck.

Proposal 13:

**ARTICLE 17
COMPENSATION**

Section 11 (new). Maintenance On-call/Standby. Management may determine a requirement to designate employees in Correctional Maintenance positions by job classification and function as on-call/standby status. Such designation obligates the designated employee to be available and to respond in the event of a call. Employees designated to this on-call/standby status shall be compensated at the rate of \$1.00 per hour for each hour so assigned. Notwithstanding the duration of any on-call/standby assignment, such compensation shall not exceed \$100.00 per work week. Employees so designated shall be issued cell phones or similar equipment.

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

PROPOSAL 14:

**ARTICLE 35
BOARD OF PAROLE**

Change title of Article from "Board of Parole" to "Parole Classifications". In body of Article make appropriate changes to recognize organizational change from Board of Parole as a unit within DOC to Board of Pardons and Parole (not a DOC agency) and Parole and Community Services (DOC unit, formerly "Field Division").

Section 12.

A. Evening Assignments. In the Field Services Division, each Parole Officer ~~may be assigned to first shift~~ may be assigned to work one evening each week as follows:

1. In each thirteen (13) week calendar quarter, each employee shall work at least one evening during each week ~~two (2) Mondays, two (2) Tuesdays, two (2) Wednesdays, two (2) Thursdays and two (2) Fridays.~~ The remaining three evenings will be as selected by the employee, subject to the limitations below.
2. Employees shall schedule evening work by seniority, with the most senior selecting first, and must submit the schedule to the supervisor at least three (3) weeks prior to the beginning of each quarter.
3. No fewer more than two (2) persons assigned to each District ~~shall~~ may be scheduled to work on the same evening unless a supervisor pre-approves such a schedule. Evening work shall begin after 2:00pm and before 4:00pm, except that a supervisor may pre-approve an earlier or later start time.

Section 13. Hours of Work for Board Employees. The hours of work and unscheduled workweek currently in effect for the Board employees shall continue, in effect except that a second and/or third shift may be established, with core hours to be determined upon establishment.

ARTICLE 37
EMPLOYEE DRUG TESTING/SCREENING

Section 2. Probable Cause. An employee shall be subject to an immediate drug test if probable cause of drug use exists as determined by his/her supervisor, Warden, or designee. ~~Such drug testing shall be administered by a qualified physician of the Employer's choice. The initial method of testing shall use an immunoassay. All specimens identified as positive on the initial test shall be confirmed using the chromatography/mass spectrometry test. If such test is again positive, a third more complex test on the same specimen can be administered at the request and expense of the employee. All initial tests shall be paid for by the Employer.~~

Section 3. Random Drug Testing. All bargaining unit members will be subject to random drug testing. During any contract year any bargaining unit member may be so tested.

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 employee covered by this Agreement. Such computer-generated program shall be performed by an outside contractor hired by the State after consultation with the Union and which specializes in such function. Each random selection shall be made from the full complement of bargaining unit members, by Agency, covered by this Agreement.

Section 34. Refusal to Take Test. An investigation will result if the employee refuses to be administered the test or if it is indicated that the sample has been tampered with. Termination will result if the employee is found culpable for either refusing to take the test or tampering with the sample. Termination will result if the employee refuses to be administered the test. Positive findings from both the drug tests administered will result in the employee being relieved of duty and placed on sick or vacation pay, pending completion of departmental approved drug rehabilitation program.

Section 5. 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 of or injury to a person.

Section 6. Drug Testing Procedures. Drug testing shall be administered by a qualified physician of the Employer's choice. The initial method of testing shall use an immunoassay. All specimens identified as positive on the initial test shall be confirmed using the chromatography/mass spectrometry test. If such test is again positive, a third more complex test on the same specimen can be administered at the request and expense of the employee. All initial tests shall be paid for by the Employer.

Section 47. Rehabilitation Program-Consequences of a Positive Test. Any test that indicates a positive presence of any prohibited drug shall result in the employee being relieved of duty and placed on sick or vacation pay, if the employee has sufficient accruals, or authorized leave without pay, pending completion of an Agency approved drug rehabilitation program. Termination of the employee will result if he/she refuses to participate in or to complete such program.

Section 58. Return to Duty. After Upon return to duty following after successfully completion of the drug rehabilitation program, the employee will be subject to a maximum of three directed random drug screens for the first eighteen (18) months following return to duty, in addition to drug screening based on probable cause or random selection for a period of two years during which time if the employee tests positive for drug use he/she will be subject to termination. Any positive drug test will subject the employee to termination. Any employee refusing to be administered either a directed, random or probable cause drug test during the time frames indicated above, as appropriate, when requested to by his/her supervisor, Warden, or designee, based on probable cause, shall be terminated.