

STATE OF CONNECTICUT

AND

**CONNECTICUT STATE
EMPLOYEES ASSOCIATION**

**ENGINEERING, SCIENTIFIC AND TECHNICAL
(P-4) UNIT**

Case No. 2005-SBA-3

LAST BEST OFFERS

SUBMITTED: MONDAY, JANUARY 16, 2006

ISSUE NO. 1

ARTICLE 4, NO STRIKES—NO LOCKOUTS, SECTION THREE

Current Contract Language:

Section Three. Management shall ensure safety for employees required to cross picket lines.

The issue is ensuring safety for employees required to cross picket lines.

Union's Last Best Offer: *Retain current language.*

Section Three. Management shall ensure safety for employees required to cross picket lines.

STATE LBO: Delete Section Three of Article 4.

ISSUE NO. 3

ARTICLE 10, TRAINING AND TUITION, SECTION TWO

Current Contract Language:

Section Two. A joint Professional Conference and Workshop Committee shall administer a fund for defraying expenses incurred for attendance by permanent employees at professional seminars, workshops or conferences. The Committee shall be comprised of two (2) representatives from both the State and Union.

The issue is On-line Seminars, Conferences and Workshops.

Union's Last Best Offer: *Paragraph 1 rewrite as follows:*

Section Two. A joint Professional Conference and Workshop Committee shall administer a fund for defraying expenses incurred for attendance by permanent employees at professional seminars, workshops or conferences. The Committee shall be comprised of two (2) representatives from both the State and Union. Effective July 1, 2005, the Professional Conference and Workshop may reimburse employees for on-line professional seminars, workshops or conferences so as long as the requests by employees are substantially similar to requests that have been approved by the Professional Conference and Workshop Committee on an attendance basis for such professional seminars, workshops or conferences.

Time off for attendance by members at committee meetings will be without loss of pay or benefits on the condition that such attendance will not exceed one (1) day per month of release. The committee may develop procedures as are necessary to administer the process consistent with the contract and law. The actions or non-actions of the committee are not precedent setting nor are they subject to collateral attack in any forum.

Requests for use of the fund shall, after approval by the appointing authority, be submitted to the committee for action at least three (3) weeks in advance. Approval by the appointing authority will not be unreasonably denied. Denial, when determined, shall be explained in a written memorandum. An unreasonable denial of any employee's request may be appealable to the Office of Labor Relations. The Office of Labor Relations shall respond to the appeal within five (5) working days. Upon approval by the Committee, the Agency Head shall forward the request to the Comptroller at least two (2) weeks in advance of the date of attendance. Agricultural Station employees eligible for expense reimbursement under Addendum Article 10 are not eligible to participate in the Workshop Conference Fund and vice-versa.

There shall be seventy thousand dollars (\$70,000) appropriated to the fund each contract year. There will be unlimited carryover of unused funds from one contract year to the succeeding contract year(s) but the fund will automatically expire upon expiration of the contract.

Each eligible employee shall be entitled to a maximum of six hundred dollars (\$600) reimbursement per contract year toward the cost of fees, travel, food and/or lodging related to attendance at such events. Notwithstanding the above mentioned maximum, an employee may use the fund once in a two (2) year period for an expenditure in excess of six hundred dollars (\$600) but not greater than one thousand two hundred dollars (\$1200) or the employee may use the fund for a one-time usage of one thousand eight hundred dollars (\$1800) during the contract term. Use of the fund for expenditures of less than six hundred dollars (\$600) will not entitle the employee to use the fund for an additional expenditure in excess of six hundred dollars (\$600) in any two-year period (no carryover credit). Reimbursement shall be consistent with standard state

travel regulations. Employees who attend training herein will continue to receive regular pay and benefits.

STATE LBO: Section Two of Article 10 is hereby deleted and the following substituted in lieu thereof:

Section Two. A joint Professional Conference and Workshop Committee shall administer a fund for defraying expenses incurred for attendance by permanent employees at professional seminars, workshops or conferences. The Committee shall be comprised of two (2) representatives from both the State and the Union.

Time off for attendance by members at committee meetings will be without loss of pay or benefits on the condition that such attendance will not exceed one (1) day per month of release. The committee may develop procedures as are necessary to administer the process consistent with the contract and law. The actions or non-actions of the committee are not precedent setting nor are they subject to collateral attack in any forum.

Requests for use of the fund shall, after approval by the appointing authority, be submitted to the committee for action at least three (3) weeks in advance. Approval by the appointing authority will not be unreasonably denied. Denial, when determined, shall be explained in a written memorandum. An unreasonable denial of any employee's request may be appealable to the Office of Labor Relations. The Office of Labor Relations shall respond to the appeal within five (5) working days. Upon approval by the Committee, the Agency Head shall forward the request to the Comptroller at least two (2) weeks in advance of the date of attendance. Agricultural Station employees eligible for expense reimbursement under Addendum Article 10 are not eligible to participate in the Workshop Conference Fund and vice-versa.

There shall be seventy thousand dollars (\$70,000) appropriated to the fund each contract year. There will be unlimited carryover of unused funds from one contract year to the succeeding contract year(s) but the fund will automatically expire upon expiration of the contract.

Each eligible employee shall be entitled to a maximum of six hundred dollars (\$600) reimbursement per contract year toward the cost of fees, travel, food and/or lodging related to attendance at such events. Notwithstanding the above mentioned maximum, an employee may use the fund once in a two (2) year period for an expenditure in excess of six hundred dollars (\$600) but not greater than one thousand two hundred dollars (\$1200) or the employee may use the fund for a one-time usage of one thousand eight hundred dollars (\$1800) during the contract term. Use of the fund for expenditures of less than six hundred dollars will not entitle the employee to use the fund for an additional expenditure in excess of six hundred dollars (\$600) in any two year period (no carryover credit). Reimbursement shall be consistent with the standard state travel regulations. Employees who attend training herein will continue to receive regular pay and benefits.

ISSUE No. 5

ARTICLE 13, ORDER OF LAYOFF, SECTION THREE

Current Contract Language:

Section Three. When the employing agency determines a layoff is necessary, the agency will identify the specific individuals by job classification to be impacted. The incumbent(s) within these classes shall be provided written notice of layoff at least four (4) weeks prior to the layoff date. A copy of the notice will be simultaneously provided to the Union.

The agency shall arrange, in lieu of layoff, to have the employee(s) assigned to a funded, approved vacancy in the same or comparable classification within the Agency. If no such vacancy is available, the employee may exercise bumping rights to which he or she is eligible.

During the four (4) week notice period referenced above, the employer shall meet with the Union to discuss possible alternatives to the layoff(s).

Within two (2) weeks of the notice referenced above, the employee shall provide written notice whether he/she elects to exercise bumping rights or accept layoff. Such election shall be binding on the employee. Failure to make an election shall constitute a waiver of bumping rights.

The issue is changing the notice requirements for layoff.

Union's Last Best Offer: *Change notice requirements for layoff to provide:*

Section Three. When the employing agency determines a layoff is necessary, the agency will identify the specific individuals by job classification to be impacted. The incumbent(s) within these classes shall be provided written notice of layoff at least six (6) weeks prior to the layoff date. A copy of the notice will be simultaneously provided to the Union.

The agency shall arrange, in lieu of layoff, to have the employee(s) assigned to a funded, approved vacancy in the same or comparable classification within the Agency. If no such vacancy is available, the employee may exercise bumping rights to which he or she is eligible.

During the six (6) week notice period referenced above, the employer shall meet with the Union to discuss possible alternatives to the layoff(s).

Within two (2) weeks of the notice referenced above, the employee shall provide written notice whether he/she elects to exercise bumping rights or accept layoff. Such election shall be binding on the employee. Failure to make an election shall constitute a waiver of bumping rights.

STATE LBO: Retain current language.

ISSUE NO. 6B

ARTICLE 13, ORDER OF LAYOFF, SECTION FOUR (4)

Current Contract Language: 4. Data processing personnel (titles) may bump across agency lines provided no bump in number 1 or 2 was available. A data processing individual bumping across agency lines must be capable of working with the data system in use.

The issue is cross agency bumping rights.

Union's Last Best Offer: *Retain current language.*

4. Data processing personnel (titles) may bump across agency lines provided no bump in number 1 or 2 was available. A data processing individual bumping across agency lines must be capable of working with the data system in use.

STATE LBO Section Four (4) of Article 13 is hereby deleted and the following substituted in lieu thereof:

Section Four (4). Data processing (Information Technology) personnel (titles) may bump across agency lines within the job classification series held by the individual employee at the time of his/her notice of layoff. This cross-agency bump shall only be exercised in the event there was no bump available per item 1 or 2 of this Section Four. If there is no available cross-agency bump the individual employee shall exercise item 3 of this Section Four and bump into a comparable classification within his/her agency.

ISSUE NO. 8D

ARTICLE 13, ORDER OF LAYOFF, NEW SECTION SEVEN

Current Contract Language: None

The issue is procedure to be followed prior to contracting out work.

Union's Last Best Offer: *New Section Seven:*

Section Seven. Prior to contracting out bargaining unit work or renewing contracted work, the State shall do a comparison of the cost to the State to contract the work out versus the cost for bargaining unit members to perform the work. If the cost of performing the work by bargaining unit members is no more than 10% greater than the cost of contracting the work out, the work shall be performed by bargaining unit workers. The work may be performed on an overtime basis or by the hiring of state employees on a permanent or non-permanent (temporary/durational) basis. The State may bypass the cost comparison if the work to be performed under the outside contract requires a unique set of special skills. If the State decides to exercise the unique special skills exception, the State will notify the Union prior to contracting out the work.

STATE LBO:

No new Section Seven is to be included in Article 13.

ISSUE NO. 9A

ARTICLE 14, GRIEVANCE PROCEDURE, SECTION NINE- ADDITION

Current Contract Language:

Section Nine. Arbitration.

(a) The parties shall establish a panel of arbitrators herewith, which panel shall be scheduled to hear arbitration cases filed for hearing on a rotating basis, by alphabetical order, unless the parties agree to the contrary in any case. The parties may, by mutual agreement, combine any number of cases as may be practicable for hearing by one arbitrator.

Submission to arbitration shall be by letter, postage prepaid, addressed to the Office of Labor Relations. Submission to the arbitrator shall be by letter, postage prepaid, addressed to the mutually accepted arbitrator. The expenses for the arbitrator's services and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases where the Union is not a party, one-half the cost shall be borne by the party submitting to arbitration. Any expense incurred from cancellation or postponement of hearing shall be borne by the party requesting the cancellation or postponement, unless mutually agreed otherwise.

On grievances where the question of arbitrability has been raised by either party prior to the date of the actual appointment of the arbitrator, said arbitrator shall determine the issue of arbitrability prior to considering the merits of the issue. The parties may, by mutual agreement, have the issue on arbitrability heard separately with testimony on the merits conditional on the results of the arbitrability issue.

(b) 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 (5) days, either party may request the arbitrator to maintain a cassette recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof.

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

(c) 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 retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties jointly agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with the Connecticut General Statutes, Section 52-418, provided, however, neither the submission of questions or arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish scope of judicial review over arbitration awards, including awards on competent jurisdiction, to construe any such award as contravening the public interest.

The issue is expedited arbitration for dismissals and layoffs.

Union's Last Best Offer: *Rewrite section to provide:*

Section Nine. Arbitration.

(a) The parties shall establish a panel of arbitrators herewith, which panel shall be scheduled to hear arbitration cases filed for hearing on a rotating basis, by alphabetical order, unless the parties agree to the contrary in any case. The parties may, by mutual agreement, combine any number of cases as may be practicable for hearing by one arbitrator.

Submission to arbitration shall be by letter, postage prepaid, addressed to the Office of Labor Relations. Submission to the arbitrator shall be by letter, postage prepaid, addressed to the mutually accepted arbitrator. The expenses for the arbitrator's services and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases where the Union is not a party, one-half the cost shall be borne by the party submitting to arbitration. Any expense incurred from cancellation or postponement of hearing shall be borne by the party requesting the cancellation or postponement, unless mutually agreed otherwise.

On grievances where the question of arbitrability has been raised by either party prior to the date of the actual appointment of the arbitrator, said arbitrator shall determine the issue of arbitrability prior to considering the merits of the issue. The parties may, by mutual agreement, have the issue on arbitrability heard separately with testimony on the merits conditional on the results of the arbitrability issue.

(b) 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 (5) days, either party may request the arbitrator to maintain a cassette recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof.

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

(c) 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 retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties jointly agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with the Connecticut General Statutes, Section 52-418, provided, however, neither the submission of questions or arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish scope of judicial review over arbitration awards, including awards on competent jurisdiction, to construe any such award as contravening the public interest.

Effective July 1, 2006, the following expedited process may be applied for dismissed employees. After the Step 3 decision, the matter may be submitted directly to a mutually agreed upon designated arbitrator, who has previously agreed to hold such hearings within thirty (30) calendar days. The arbitrator shall then hold the arbitration hearing within thirty

(30) calendar days. The parties by mutual agreement may extend the time limits described above.

STATE LBO: Retain Current Language.

ISSUE 9B

ARTICLE 14, GRIEVANCE PROCEDURE, SECTION NINE (c) - ADDITION

Current Contract Language:

Section Nine. Arbitration.

(a) The parties shall establish a panel of arbitrators herewith, which panel shall be scheduled to hear arbitration cases filed for hearing on a rotating basis, by alphabetical order, unless the parties agree to the contrary in any case. The parties may, by mutual agreement, combine any number of cases as may be practicable for hearing by one arbitrator.

Submission to arbitration shall be by letter, postage prepaid, addressed to the Office of Labor Relations. Submission to the arbitrator shall be by letter, postage prepaid, addressed to the mutually accepted arbitrator. The expenses for the arbitrator's services and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases where the Union is not a party, one-half the cost shall be borne by the party submitting to arbitration. Any expense incurred from cancellation or postponement of hearing shall be borne by the party requesting the cancellation or postponement, unless mutually agreed otherwise.

On grievances where the question of arbitrability has been raised by either party prior to the date of the actual appointment of the arbitrator, said arbitrator shall determine the issue of arbitrability prior to considering the merits of the issue. The parties may, by mutual agreement, have the issue on arbitrability heard separately with testimony on the merits conditional on the results of the arbitrability issue.

(b) 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 (5) days, either party may request the arbitrator to maintain a cassette recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof.

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

(c) 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 retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties jointly agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with the Connecticut General Statutes, Section 52-418, provided, however, neither the submission of questions or arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish scope of judicial review over arbitration awards, including awards on competent jurisdiction, to construe any such award as contravening the public interest.

The issue is allowing the arbitrator to retain jurisdiction to finalize a remedy.

Union's Last Best Offer: *Rewrite section to provide:*

Section Nine. Arbitration.

(a) The parties shall establish a panel of arbitrators herewith, which panel shall be scheduled to hear arbitration cases filed for hearing on a rotating basis, by alphabetical order, unless the parties agree to the contrary in any case. The parties may, by mutual agreement, combine any number of cases as may be practicable for hearing by one arbitrator.

Submission to arbitration shall be by letter, postage prepaid, addressed to the Office of Labor Relations. Submission to the arbitrator shall be by letter, postage prepaid, addressed to the mutually accepted arbitrator. The expenses for the arbitrator's services and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases where the Union is not a party, one-half the cost shall be borne by the party submitting to arbitration. Any expense incurred from cancellation or postponement of hearing shall be borne by the party requesting the cancellation or postponement, unless mutually agreed otherwise.

On grievances where the question of arbitrability has been raised by either party prior to the date of the actual appointment of the arbitrator, said arbitrator shall determine the issue of arbitrability prior to considering the merits of the issue. The parties may, by mutual agreement, have the issue on arbitrability heard separately with testimony on the merits conditional on the results of the arbitrability issue.

(b) 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 (5) days, either party may request the arbitrator to maintain a cassette recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof.

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

(c) 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 retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties jointly agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with the Connecticut General Statutes, Section 52-418, provided, however, neither the submission of questions or arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish scope of judicial review over arbitration awards, including awards on competent jurisdiction, to construe any such award as contravening the public interest.

An arbitrator may retain jurisdiction in any case in order to finalize a remedy.

STATE LBO: Retain Current Language.

ISSUE NO. 11

ARTICLE 16, HOURS OF WORK, SECTION ONE - PARAGRAPH ONE

Current Contract Language:

Section One. The standard work week of all full-time employees shall be thirty-five (35) hours and five (5) days, normally Monday through Friday with regular starting and ending time between the hours of 7:00 A.M. to 5:00 P.M. for field personnel and 8:00 A.M. to 4:30 P.M. for office personnel, including a half-hour unpaid meal period.

A non-standard work week for full-time employees shall be an average of thirty-five (35) hours per week exclusive of meal-times over a specific time period.

An unscheduled work week for full-time employees shall be an average of thirty-five (35) hours per week exclusive of meal times with the starting and ending time and the number of days determined by the requirements of the position.

Current standard schedules and schedules which vary from the standard work week shall remain in effect until varied by the appointing authority. The establishment of non-standard or unscheduled work weeks or work schedules shall be made only to meet changing agency operational needs and only after advance approval by the Director of the Office of Labor Relations, prior consultation with the Union and not less than two (2) weeks advance notice to affect employees, except when: (a) the standard work week is being established; or (b) an emergency situation exists. For such exception, notification and/or consultation shall be made as soon as practicable. As soon as the emergency is alleviated, the employee shall revert to his/her regular schedule.

The employer has the right to establish permanent bona fide second and third shifts. In the exercise of that right, the employer shall make every effort to staff those shifts with qualified volunteers. The establishment of permanent shifts is subject to the requirements and standards of paragraph 4 regarding changing agency operational needs, advance approval by the Director of the Office of Labor Relations, prior consultation with the Union, and the requirement with respect to two (2) weeks advance notice to affected employees.

Employees who are temporarily defined as the duration of the assignment or project, but not more than six (6) months, assigned to work schedule different from the standard work schedule shall receive a premium of twenty percent (20%) of their straight time pay for all hours worked which are different from the standard schedule, or, shall be paid time and one-half in conformity with the requirements for overtime specified in the overtime article. The above is meant to apply to situation such as, but not limited to, Aragon Bridge or the Truck Weight Study but are not meant to apply to the Slattern case or Article 17, Section Five. Employees receiving this premium shall not be eligible to receive shift differential as provided for in Section Two.

The issue is redefining the starting and ending days of a standard workweek to conform with the standard pay week.

Union's Last Best Offer: *Retain current language.*

Section One. The standard work week of all full-time employees shall be thirty-five (35) hours and five (5) days, normally Monday through Friday with regular starting and ending time between the hours of 7:00 A.M. to 5:00 P.M. for field personnel and 8:00 A.M. to 4:30 P.M. for office personnel, including a half-hour unpaid meal period.

A non-standard work week for full-time employees shall be an average of thirty-five (35) hours per week exclusive of meal-times over a specific time period.

An unscheduled work week for full-time employees shall be an average of thirty-five (35) hours per week exclusive of meal times with the starting and ending time and the number of days determined by the requirements of the position.

Current standard schedules and schedules which vary from the standard work week shall remain in effect until varied by the appointing authority. The establishment of non-standard or unscheduled work weeks or work schedules shall be made only to meet changing agency operational needs and only after advance approval by the Director of the Office of Labor Relations, prior consultation with the Union and not less than two (2) weeks advance notice to affect employees, except when: (a) the standard work week is being established; or (b) an emergency situation exists. For such exception, notification and/or consultation shall be made as soon as practicable. As soon as the emergency is alleviated, the employee shall revert to his/her regular schedule.

The employer has the right to establish permanent bona fide second and third shifts. In the exercise of that right, the employer shall make every effort to staff those shifts with qualified volunteers. The establishment of permanent shifts is subject to the requirements and standards of paragraph 4 regarding changing agency operational needs, advance approval by the Director of the Office of Labor Relations, prior consultation with the Union, and the requirement with respect to two (2) weeks advance notice to affected employees.

Employees who are temporarily defined as the duration of the assignment or project, but not more than six (6) months, assigned to work schedule different from the standard work schedule shall receive a premium of twenty percent (20%) of their straight time pay for all hours worked which are different from the standard schedule, or, shall be paid time and one-half in conformity with the requirements for overtime specified in the overtime article. The above is meant to apply to situation such as, but not limited to, Aragon Bridge or the Truck Weight Study but are not meant to apply to the Slattern case or Article 17, Section Five. Employees receiving this premium shall not be eligible to receive shift differential as provided for in Section Two.

STATE LBO: Retain Current Language.

ISSUE NO. 13
ARTICLE 17, OVERTIME, SECTION ONE

Current Contract Language:

Section One. Overtime.

(a) The provisions of this Article 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 the straight time rate for hours over 35 but under 40, and 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 or herein. The payment of straight time for overtime hours worked over 35 but under 40 shall not be used as a basis for extending the regular workweek beyond 35 hours, provided, however, the State shall retain its right to require overtime under Regulation 5-245-1. Whenever possible, volunteers will be solicited before employees are assigned.

The issue is who receives straight time overtime pay up to 40 hours.

Union's Last Best Offer: *Revise Section One to provide:*

Section One. Overtime.

(a) The provisions of this Article 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 the straight time rate for hours over 35 but under 40, and 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 or herein. The payment of straight time for overtime hours worked over 35 but under 40 shall not be used as a basis for extending the regular workweek beyond 35 hours, provided, however, the State shall retain its right to require overtime under Regulation 5-245-1. Whenever possible, volunteers will be solicited before employees are assigned.

Notwithstanding Section Three below, effective July 1, 2006, all bargaining unit employees shall be paid straight time to forty hours per week.

STATE LBO: Retain Current Language.

ISSUE NO. 14

ARTICLE 17, OVERTIME, SECTION TWO

Current Contract Language:

Section Two. Call Back Pay. Employees who have left work after the end of their scheduled work shifts and who are called back to work prior to the beginning of their next regularly scheduled shift shall receive a minimum of four hours of overtime. This provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift.

The issue is eligibility for call back pay.

Union's Last Best Offer: *Add to current language:*

Section Two. Call Back Pay. Employees who have left work after the end of their scheduled work shifts and who are called back to work prior to the beginning of their next regularly scheduled shift shall receive a minimum of four hours of paid overtime regardless of the employee's salary group. This provision shall not apply to employees who are called in early prior to their regular starting time and work through their regular shift.

STATE LBO: Retain Current Language.

ISSUE NO. 15D
ARTICLE 17, OVERTIME, SECTION THREE

Current Contract Language:

Section Three. Exempt Employees. During the life of this Agreement, section 5-245(b)(1) shall be deemed to exempt from overtime all employees being paid above Salary Group 24, and those classified positions which on June 30, 1977 were deemed exempt position. Subject to the operating needs of the agency:

(1) Exempt employees who are required by the State to attend regular and recurrent evening meetings or otherwise to be called out regularly to perform work outside the regular scheduled workweek shall be authorized to work a flexible work schedule or to receive compensatory time off, and

(2) Exempt employees who are required by the State to perform extended service outside the normal workweek to complete a project or for other State purpose shall be authorized to receive compensatory time off. In no event shall such time be deemed to accrue in any manner or be the basis for compensation on termination of employment. Employees who are consistently denied compensatory time off under subsection (1) or (2) may grieve to, but not beyond, the Office of Labor Relations.

(a) If the performance of extended service in (2) above is as a direct result of a declared State or national emergency, payment at straight time rather than compensatory time will be made when special funding is specifically provided for such service or, if such special funding is not provided, when approved by the Secretary of the Office of Policy and Management or designee.

(b) In situations other than declared State or national emergencies and where the granting of compensatory time off would create a hardship to an Agency, payment at straight time may be granted with approval of the Secretary of the Office of Policy and Management or designee.

(c) These provisions, in (a) and (b) above, to pay rather than provide compensatory time will not prejudice the State's position in any other instance nor give rise to appeal in any forum. Nothing herein shall diminish the basic contractual obligations and intent of Section Five of this Article.

Notwithstanding the above, Department of Transportation Construction Inspectors, when physically assigned to a construction project site, will be eligible for payment, at the straight time rate, for up to five (5) hours weekly in lieu of compensatory time earned during the construction season (April 1 to October 1) or for the period of assignment to a field construction project, whichever is longer. All other compensatory time earned during the construction season or as extended above normally must be taken outside of the construction season, and/or if earned outside of the construction season, taken within two (2) weeks of accrual. This provision shall not preclude the granting of compensatory time off during the construction season when such arrangement can be made at the mutual convenience of the employer and employee. Any compensatory time earned during the construction season not taken within one (1) year following its accrual will automatically lapse unless the time cannot be taken off due to unforeseen emergencies beyond the control of the employee in which case, an extension will be granted. In no event shall compensatory time be deemed to accrue in any other manner or be the basis for compensation on termination of employment. No employee shall unreasonably refuse to perform work under this provision where the appointing authority determines necessary. This provision shall become effective July 6, 1984.

The issue is rate of pay when overtime cap is lifted.

Union's Last Best Offer: *Rewrite section to provide:*

Section Three. Exempt Employees. During the life of this Agreement, section 5-245(b)(1) shall be deemed to exempt from overtime all employees being paid above Salary Group 24, and those classified positions which on June 30, 1977 were deemed exempt position. Subject to the operating needs of the agency:

(1) Exempt employees who are required by the State to attend regular and recurrent evening meetings or otherwise to be called out regularly to perform work outside the regular scheduled workweek shall be authorized to work a flexible work schedule or to receive compensatory time off, and

(2) Exempt employees who are required by the State to perform extended service outside the normal workweek to complete a project or for other State purpose shall be authorized to receive compensatory time off. In no event shall such time be deemed to accrue in any manner or be the basis for compensation on termination of employment. Employees who are consistently denied compensatory time off under subsection (1) or (2) may grieve to, but not beyond, the Office of Labor Relations.

(a) If the performance of extended service in (2) above is as a direct result of a declared State or national emergency, payment at straight time rather than compensatory time will be made when special funding is specifically provided for such service or, if such special funding is not provided, when approved by the Secretary of the Office of Policy and Management or designee.

(b) In situations other than declared State or national emergencies and where the granting of compensatory time off would create a hardship to an Agency, payment at straight time may be granted with approval of the Secretary of the Office of Policy and Management or designee.

(c) These provisions, in (a) and (b) above, to pay rather than provide compensatory time will not prejudice the State's position in any other instance nor give rise to appeal in any forum. Nothing herein shall diminish the basic contractual obligations and intent of Section Five of this Article.

Notwithstanding the above, Department of Transportation Construction Inspectors, when physically assigned to a construction project site, will be eligible for payment, at the straight time rate, for up to five (5) hours weekly in lieu of compensatory time earned during the construction season (April 1 to October 1) or for the period of assignment to a field construction project, whichever is longer. All other compensatory time earned during the construction season or as extended above normally must be taken outside of the construction season, and/or if earned outside of the construction season, taken within two (2) weeks of accrual. This provision shall not preclude the granting of compensatory time off during the construction season when such arrangement can be made at the mutual convenience of the employer and employee. Any compensatory time earned during the construction season not taken within one (1) year following its accrual will automatically lapse unless the time cannot be taken off due to unforeseen emergencies beyond the control of the employee in which case, an extension will be granted. In no event shall compensatory time be deemed to accrue in any other manner or be the basis for compensation on termination of employment. No employee shall unreasonably refuse to perform work under this provision where the appointing authority determines necessary. This provision shall become effective July 6, 1984.

Effective July 1, 2006, notwithstanding the above, when the overtime cap has been lifted, employees shall be paid at time and one half after forty hours in a week.

STATE LBO: Retain Current Language.

ISSUE NO. 16A
ARTICLE 19, COMPENSATION, SECTION ONE

Current Contract Language:

Section One. General Wage Increases.

Effective the first pay period following July 1, 2001, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

Effective the first pay period following July 1, 2002, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

Effective July 1, 2003, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

Effective July 1, 2004, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

The issue is the amount of the general wage increase for the first year of the contract, beginning July 1, 2005.

Union's Last Best Offer:

Section One. General Wage Increases.

Effective July 1, 2005, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

STATE LBO: Section One of Article 19 shall be deleted and the following substituted in lieu thereof:

Section One. Effective the pay period that includes July 1, 2005 the base annual salary for all bargaining unit employees shall continue as provided on the pay plan dated July 1, 2004.

ISSUE NO. 16B

ARTICLE 19, COMPENSATION, SECTION ONE- GENERAL WAGE INCREASES

Current Contract Language:

Section One. General Wage Increases.

Effective the first pay period following July 1, 2001, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

Effective the first pay period following July 1, 2002, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

Effective July 1, 2003, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

Effective July 1, 2004, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

The issue is the amount of the general wage increase for the second year of the contract beginning July 1, 2006.

Union's Last Best Offer:

Section One. General Wage Increases.

Effective July 1, 2006, the base annual salary for all bargaining unit employees shall be increased by Three and one-half percent (3.5%).

STATE LBO: Section One of Article 19 shall provide the following salary adjustment for year two of the contract.

Section One. Effective the pay period following July 1, 2006 the base salary for all bargaining unit employees shall be increased by three percent (3%).

ISSUE NO. 16C

ARTICLE 19, COMPENSATION, SECTION ONE- GENERAL WAGE INCREASES

Current Contract Language:

Section One. General Wage Increases.

Effective the first pay period following July 1, 2001, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

Effective the first pay period following July 1, 2002, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

Effective July 1, 2003, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

Effective July 1, 2004, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

The issue is the amount of the general wage increase for the third year of the contract beginning July 1, 2007.

Union's Last Best Offer:

Section One. General Wage Increases.

Effective July 1, 2007, the base annual salary for all bargaining unit employees shall be increased by Three and one-half percent (3.5%).

STATE LBO: Section One of Article 19 shall provide the following salary adjustment for year three of the contract:

Section One. Effective the pay period following July 1, 2007 the base annual salary for all bargaining unit employees shall be increased by three percent (3%).

ISSUE NO. 16D

ARTICLE 19, COMPENSATION, SECTION ONE- GENERAL WAGE INCREASES

Current Contract Language:

Section One. General Wage Increases.

Effective the first pay period following July 1, 2001, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

Effective the first pay period following July 1, 2002, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

Effective July 1, 2003, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

Effective July 1, 2004, the base annual salary for all bargaining unit employees shall be increased by Three percent (3%).

The issue is the amount of the general wage increase for the fourth year of the contract beginning July 1, 2008.

Union's Last Best Offer:

Section One. General Wage Increases.

Effective July 1, 2008, the base annual salary for all bargaining unit employees shall be increased by Three and one-half percent (3.5%).

STATE LBO: Section One of Article 19 shall provide the following salary adjustment for year four of the contract:

Section One. Effective the pay period following July 1, 2008 the base annual salary for all bargaining unit employees shall be increased by three percent (3%).

ISSUE NO. 17A
ARTICLE 19, COMPENSATION, SECTION TWO

Current Contract Language:

Section Two. Employees will continue to be eligible for and receive annual increments in accordance with existing practice.

The issue is eligibility for and effective date of receipt of annual increments.

Union's Last Best Offer:

Section Two. For the 2005-2006 contract year, employees will continue to be eligible for and receive annual increments in accordance with existing practice.

STATE LBO: Section Two of Article 19 is hereby deleted and the following substituted in lieu thereof:

Section Two. Employees will continue to be eligible for and receive annual increments in accordance with existing practice, however in contract year 2005-2006 the annual increment shall not be provided.

ISSUE NO. 17B
ARTICLE 19, COMPENSATION, SECTION TWO

Current Contract Language:

Section Two. Employees will continue to be eligible for and receive annual increments in accordance with existing practice.

The issue is eligibility for and effective date of receipt of annual increments.

Union's Last Best Offer:

Section Two. For the 2006-2007 contract year, employees will continue to be eligible for and receive annual increments in accordance with existing practice.

STATE LBO: Section Two of Article 19 shall provide for the following annual increment adjustment in year two of the contract.

Section Two. The second year of the contract (2006-2007) there shall be a six (6) month delay in the annual increment.

ISSUE NO. 17C
ARTICLE 19, COMPENSATION, SECTION TWO

Current Contract Language:

Section Two. Employees will continue to be eligible for and receive annual increments in accordance with existing practice.

The issue is eligibility for and effective date of receipt of annual increments.

Union's Last Best Offer:

Section Two. For the 2007-2008 contract year, employees will continue to be eligible for and receive annual increments in accordance with existing practice.

STATE LBO: Section Two of Article 19 shall provide for the following annual increment adjustment in year three of the contract.

Section Two. The third year of the contract (2007-2008) there shall be a three (3) month delay in the annual increment.

ISSUE NO. 17D
ARTICLE 19, COMPENSATION, SECTION TWO

Current Contract Language:

Section Two. Employees will continue to be eligible for and receive annual increments in accordance with existing practice.

The issue is eligibility for and effective date of receipt of annual increments.

Union's Last Best Offer:

Section Two. For the 2008-2009 contract year, employees will continue to be eligible for and receive annual increments in accordance with existing practice.

STATE LBO: Section Two of Article 19 shall provide for the following annual increment adjustment in year four of the contract.

Section Two. The fourth year of the contract (2008-2009) the annual increment will be restored to be paid the first (1st) pay period following July 1, 2008 or January 1, 2009, as applicable.

ISSUE NO. 19A
ARTICLE 19, COMPENSATION, SECTION FOUR

Current Contract Language:

Section Four. Maximum Step Employees. Effective July 1, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments.

The issue is when lump sum payments shall be issued to employees at maximum step.

Union's Last Best Offer: *Rewrite section to provide:*

Section Four. Maximum Step Employees. Effective July 1, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments.

For the 2005-2006 contract year, those employees at the maximum step of the salary schedule who have received no annual increment shall receive a lump sum payment of 2.5% of their annual rate on their annual increment date. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments. In the event bargaining unit employees do not receive an annual increment for the 2005-2006 year, employees who had received a lump sum payment in the 2004-2005 year shall receive a lump sum payment in the 2005-2006 year.

STATE LBO: Section Four of Article 19 is hereby deleted and the following substituted in lieu thereof:

Section Four. Maximum Step Employees. Those employees at the maximum step of the salary schedule who have received no annual increment shall receive a lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have applied. If the annual increment is delayed so too will the lump sum payment be delayed. In contract year 2005-2006 there will be no lump sum payment made to those employees at the maximum step. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of this payment.

ISSUE 19B

ARTICLE 19, COMPENSATION, SECTION FOUR

Current Contract Language:

Section Four. Maximum Step Employees. Effective July 1, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments.

The issue is when lump sum payments shall be issued to employees at maximum step.

Union's Last Best Offer: *Rewrite section to provide:*

Section Four. Maximum Step Employees. Effective July 1, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments. Notwithstanding the above, there shall be no delay in the payment of the lump sum payment for the 2006-2007 contract year.

STATE LBO: Section Four of Article 19 is hereby deleted and the following substituted in lieu thereof:

Section Four. Maximum Step Employees. Those employees at the maximum step of the salary schedule who have received no annual increment shall receive a lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have applied. If the annual increment is delayed so too will the lump sum payment be delayed. In contract year 2005-2006 there will be no lump sum payment made to those employees at the maximum step. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of this payment.

ISSUE NO. 19C
ARTICLE 19, COMPENSATION, SECTION FOUR

Current Contract Language:

Section Four. Maximum Step Employees. Effective July 1, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments.

The issue is when lump sum payments shall be issued to employees at maximum step.

Union's Last Best Offer: *Rewrite section to provide:*

Section Four. Maximum Step Employees. Effective July 1, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments.
Notwithstanding the above, there shall be no delay in the payment of the lump sum payment for the 2007-2008 contract year.

STATE LBO: Section Four of Article 19 is hereby deleted and the following substituted in lieu thereof:

Section Four. Maximum Step Employees. Those employees at the maximum step of the salary schedule who have received no annual increment shall receive a lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have applied. If the annual increment is delayed so too will the lump sum payment be delayed. In contract year 2005-2006 there will be no lump sum payment made to those employees at the maximum step. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of this payment.

ISSUE NO. 19D
ARTICLE 19, COMPENSATION, SECTION FOUR

Current Contract Language:

Section Four. Maximum Step Employees. Effective July 1, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments.

The issue is when lump sum payments shall be issued to employees at maximum step.

Union's Last Best Offer: *Rewrite section to provide:*

Section Four. Maximum Step Employees. Effective July 1, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments. Notwithstanding the above, there shall be no delay in the payment of the lump sum payment for the 2008-2009 contract year.

STATE LBO: Section Four of Article 19 is hereby deleted and the following substituted in lieu thereof:

Section Four. Maximum Step Employees. Those employees at the maximum step of the salary schedule who have received no annual increment shall receive a lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have applied. If the annual increment is delayed so too will the lump sum payment be delayed. In contract year 2005-2006 there will be no lump sum payment made to those employees at the maximum step. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of this payment.

ISSUE NO. 19E
ARTICLE 19, COMPENSATION, SECTION FOUR

Current Contract Language:

Section Four. Maximum Step Employees. Effective July 1, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments.

The issue is the amount of the lump sum payment for employees at maximum pay.

Union's Last Best Offer: *Rewrite section to provide:*

Section Four. Maximum Step Employees. Effective July, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments. Effective July 1, 2005, the lump sum payment shall be increased to 3% of the employee's annual rate.

STATE LBO: Section Four of Article 19 is hereby deleted and the following substituted in lieu thereof:

Section Four. Maximum Step Employees. Those employees at the maximum step of the salary schedule who have received no annual increment shall receive a lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have applied. If the annual increment is delayed so too will the lump sum payment be delayed. In contract year 2005-2006 there will be no lump sum payment made to those employees at the maximum step. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of this payment.

ISSUE NO. 19F
ARTICLE 19, COMPENSATION, SECTION FOUR

Current Contract Language:

Section Four. Maximum Step Employees. Effective July 1, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments.

The issue is the amount of the lump sum payment for employees at maximum pay.

Union's Last Best Offer: *Rewrite section to provide:*

Section Four. Maximum Step Employees. Effective July 1, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments. Effective July 1, 2006, the lump sum payment shall be increased to 3% of the employee's annual rate.

STATE LBO: Section Four of Article 19 is hereby deleted and the following substituted in lieu thereof:

Section Four. Maximum Step Employees. Those employees at the maximum step of the salary schedule who have received no annual increment shall receive a lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have applied. If the annual increment is delayed so too will the lump sum payment be delayed. In contract year 2005-2006 there will be no lump sum payment made to those employees at the maximum step. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of this payment.

ISSUE NO. 19G
ARTICLE 19, COMPENSATION, SECTION FOUR

Current Contract Language:

Section Four. Maximum Step Employees. Effective July 1, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments.

The issue is the amount of the lump sum payment for employees at maximum pay.

Union's Last Best Offer: *Rewrite section to provide:*

Section Four. Maximum Step Employees. Effective July, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments. Effective July 1, 2007, the lump sum payment shall be increased to 3% of the employee's annual rate.

STATE LBO: Section Four of Article 19 is hereby deleted and the following substituted in lieu thereof:

Section Four. Maximum Step Employees. Those employees at the maximum step of the salary schedule who have received no annual increment shall receive a lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have applied. If the annual increment is delayed so too will the lump sum payment be delayed. In contract year 2005-2006 there will be no lump sum payment made to those employees at the maximum step. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of this payment.

ISSUE NO. 19H
ARTICLE 19, COMPENSATION, SECTION FOUR

Current Contract Language:

Section Four. Maximum Step Employees. Effective July 1, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have been applied. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments.

The issue is the amount of the lump sum payment for employees at maximum pay.

Union's Last Best Offer: *Rewrite section to provide:*

Section Four. Maximum Step Employees. Effective July 1, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have ~~been applied~~ service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments. Effective July 1, 2008, the lump sum payment shall be increased to 3% of the employee's annual rate.

STATE LBO: Section Four of Article 19 is hereby deleted and the following substituted in lieu thereof:

Section Four. Maximum Step Employees. Those employees at the maximum step of the salary schedule who have received no annual increment shall receive a lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have applied. If the annual increment is delayed so too will the lump sum payment be delayed. In contract year 2005-2006 there will be no lump sum payment made to those employees at the maximum step. An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of this payment.

ISSUE NO. 20A
ARTICLE 19, COMPENSATION, SECTION FIVE

Current Contract Language:

Section Five: Effective June 23, 1995 and thereafter, bargaining unit classifications, except data processing classifications and classifications at the Connecticut Agricultural Experiment Station which have been evaluated pursuant to the Objective Job Evaluation (OJE) process, shall be assigned to pay grades based upon the “points to pay” relationship as reflected on the following schedule:

SG	OJE Point Range
11	-123
11a	124-131
12	132-136
12a	137-143
13	144-151
13a	152-158
14	159-164
14a	165-172
15	173-179
15a	180-187
16	188-193
16a	194-203
17	204-209
17a	210-220
18	221-225
18a	226-238
19	239-242
19a	243-257
20	258-260
20a	261-273
21	274
21a	275-289
22	
22a	290-308
23	
23a	309-330
24	
24a	331-353
25	
25a	354-376
26	377-379
26a	380-404
27	405-407
27a	408-425
28	
28a	426-441
29	
29a	442-463
30	464-467
30a	468-487
31	488-494
31a	495-513
32	514-522
32a	523-539
33	540-549
33a	550-567

There shall be no downgrading of P-4 classifications or salaries.

An employee whose classification or position is upgraded shall be placed at the step of the new salary group which is closest to, but not less than his/her current salary (upgrading by the round-up method.)

Effective June 29, 1989, an eighth step, ninth step, and tenth step will be added to the pay plan for use by all classifications except data processing and classifications at the Connecticut Agricultural Experiment Station.

The eighth step shall be two and one-half percent (2.5%) above the seventh step; the ninth step shall be two and one-half percent (2.5%) above the eighth step; and the tenth step shall be two and one half percent (2.5%) above the ninth step.

Effective July 1, 2002, an additional step will be added to all P-4 pay plans. The additional step shall be two and one-half percent (2.5%) above the preceding step. Effective July 1, 2004, an additional step will be added to all P-4 pay plans. The additional step shall be two and one-half percent (2.5%) above the preceding step.

The issue is adding an additional step to the pay plans.

Union's Last Best Offer:

Section Five: Effective June 23, 1995 and thereafter, bargaining unit classifications, except data processing classifications and classifications at the Connecticut Agricultural Experiment Station which have been evaluated pursuant to the Objective Job Evaluation (OJE) process, shall be assigned to pay grades based upon the "points to pay" relationship as reflected on the following schedule:

SG	OJE Point Range
11	-123
11a	124-131
12	132-136
12a	137-143
13	144-151
13a	152-158
14	159-164
14a	165-172
15	173-179
15a	180-187
16	188-193
16a	194-203
17	204-209
17a	210-220
18	221-225
18a	226-238
19	239-242
19a	243-257
20	258-260
20a	261-273
21	274
21a	275-289
22	
22a	290-308
23	

SG	<u>OJE Point Range</u>
23a	309-330
24	
24a	331-353
25	
25a	354-376
26	377-379
26a	380-404
27	405-407
27a	408-425
28	
28a	426-441
29	
29a	442-463
30	464-467
30a	468-487
31	488-494
31a	495-513
32	514-522
32a	523-539
34	540-549
33a	550-567

There shall be no downgrading of P-4 classifications or salaries.

An employee whose classification or position is upgraded shall be placed at the step of the new salary group which is closest to, but not less than his/her current salary (upgrading by the round-up method.)

Effective June 29, 1989, an eighth step, ninth step, and tenth step will be added to the pay plan for use by all classifications except data processing and classifications at the Connecticut Agricultural Experiment Station.

The eighth step shall be two and one-half percent (2.5%) above the seventh step; the ninth step shall be two and one-half percent (2.5%) above the eighth step; and the tenth step shall be two and one half percent (2.5%) above the ninth step.

Effective July 1, 2002, an additional step will be added to all P-4 pay plans. The additional step shall be two and one-half percent (2.5%) above the preceding step. Effective July 1, 2004, an additional step will be added to all P-4 pay plans. The additional step shall be two and one-half percent (2.5%) above the preceding step.

Effective July 1, 2006, an additional step will be added to all P-4 pay plans. The additional step shall each be three percent (3%) above the preceding step.

STATE LBO: Retain Current Language.

ISSUE NO. 20B

ARTICLE 19, COMPENSATION, SECTION FIVE

Current Contract Language:

Section Five: Effective June 23, 1995 and thereafter, bargaining unit classifications, except data processing classifications and classifications at the Connecticut Agricultural Experiment Station which have been evaluated pursuant to the Objective Job Evaluation (OJE) process, shall be assigned to pay grades based upon the “points to pay” relationship as reflected on the following schedule:

SG	OJE Point Range
11	-123
11a	124-131
12	132-136
12a	137-143
13	144-151
13a	152-158
14	159-164
14a	165-172
15	173-179
15a	180-187
16	188-193
16a	194-203
17	204-209
17a	210-220
18	221-225
18a	226-238
19	239-242
19a	243-257
20	258-260
20a	261-273
21	274
21a	275-289
22	
22a	290-308
23	
23a	309-330
24	
24a	331-353
25	
25a	354-376
26	377-379
26a	380-404
27	405-407
27a	408-425
28	
28a	426-441
29	
29a	442-463
30	464-467
30a	468-487
31	488-494
31a	495-513
32	514-522
32a	523-539
35	540-549
33a	550-567

There shall be no downgrading of P-4 classifications or salaries.

An employee whose classification or position is upgraded shall be placed at the step of the new salary group which is closest to, but not less than his/her current salary (upgrading by the round-up method.)

Effective June 29, 1989, an eighth step, ninth step, and tenth step will be added to the pay plan for use by all classifications except data processing and classifications at the Connecticut Agricultural Experiment Station.

The eighth step shall be two and one-half percent (2.5%) above the seventh step; the ninth step shall be two and one-half percent (2.5%) above the eighth step; and the tenth step shall be two and one half percent (2.5%) above the ninth step.

Effective July 1, 2002, an additional step will be added to all P-4 pay plans. The additional step shall be two and one-half percent (2.5%) above the preceding step. Effective July 1, 2004, an additional step will be added to all P-4 pay plans. The additional step shall be two and one-half percent (2.5%) above the preceding step.

The issue is adding an additional step to the pay plans.

Union's Last Best Offer:

Section Five: Effective June 23, 1995 and thereafter, bargaining unit classifications, except data processing classifications and classifications at the Connecticut Agricultural Experiment Station which have been evaluated pursuant to the Objective Job Evaluation (OJE) process, shall be assigned to pay grades based upon the "points to pay" relationship as reflected on the following schedule:

SG	OJE Point Range
11	-123
11a	124-131
12	132-136
12a	137-143
13	144-151
13a	152-158
14	159-164
14a	165-172
15	173-179
15a	180-187
16	188-193
16a	194-203
17	204-209
17a	210-220
18	221-225
18a	226-238
19	239-242
19a	243-257
20	258-260
20a	261-273
21	274
21a	275-289
22	
22a	290-308
23	
23a	309-330

SG	OJE Point Range
24	
24a	331-353
25	
25a	354-376
26	377-379
26a	380-404
27	405-407
27a	408-425
28	
28a	426-441
29	
29a	442-463
30	464-467
30a	468-487
31	488-494
31a	495-513
32	514-522
32a	523-539
36	540-549
33a	550-567

There shall be no downgrading of P-4 classifications or salaries.

An employee whose classification or position is upgraded shall be placed at the step of the new salary group which is closest to, but not less than his/her current salary (upgrading by the round-up method.)

Effective June 29, 1989, an eighth step, ninth step, and tenth step will be added to the pay plan for use by all classifications except data processing and classifications at the Connecticut Agricultural Experiment Station.

The eighth step shall be two and one-half percent (2.5%) above the seventh step; the ninth step shall be two and one-half percent (2.5%) above the eighth step; and the tenth step shall be two and one half percent (2.5%) above the ninth step.

Effective July 1, 2002, an additional step will be added to all P-4 pay plans. The additional step shall be two and one-half percent (2.5%) above the preceding step. Effective July 1, 2004, an additional step will be added to all P-4 pay plans. The additional step shall be two and one-half percent (2.5%) above the preceding step.

Effective July 1, 2008, an additional step will be added to all P-4 pay plans. The additional step shall each be three percent (3%) above the preceding step.

STATE LBO: Retain Current Language.

ISSUE NO. 20C
ARTICLE 19, COMPENSATION, SECTION FIVE

Current Contract Language: No current contract language.

The issue is upgrading of each classification.

Union's Last Best Offer:

Effective July 1, 2007, each classification shall receive a one salary group upgrading. The upgrading shall be implemented by the round up method.

STATE LBO: There shall be no upgrading of any classifications governed by this collective bargaining agreement.

ISSUE NO. 21A

ARTICLE 21, TRAVEL, SECTION ONE, First Paragraph

Current Contract Language:

Section One. Employees Assigned to Construction Projects. Construction Personnel in the Department of Transportation and the Department of Public Works who are presently assigned State vehicles shall continue to use said vehicles. Any employee who is presently assigned a State vehicle may change his/her mind and shift to the use of his/her personal vehicle, at which time he/she shall be entitled to all the benefits accruing to other employees who are using their personal vehicles.

Union's Last Best Offer: *Retain current language.*

Section One. Employees Assigned to Construction Projects. Construction Personnel in the Department of Transportation and the Department of Public Works who are presently assigned State vehicles shall continue to use said vehicles. Any employee who is presently assigned a State vehicle may change his/her mind and shift to the use of his/her personal vehicle, at which time he/she shall be entitled to all the benefits accruing to other employees who are using their personal vehicles.

STATE LBO: Section One, paragraph one of Article 21 is hereby deleted and the following substituted in lieu thereof:

Section One (paragraph one) Construction Personnel in the Department of Transportation and in the Department of Public Works who are presently assigned state vehicles shall continue to have the use of a State vehicle for construction site travel. Employees may use their personal vehicle and receive the benefits associated with personal vehicle use rather than a State issued vehicle.

ISSUE NO. 21B

ARTICLE 21, TRAVEL, SECTION ONE, THIRD PARAGRAPH

Current Contract Language:

Employees utilizing personally-owned vehicles on State business shall be paid \$4.50 per day vehicle use fees. Such fees shall (1) be paid for each day the inspector is required to travel to a work station from April 1 to October 1 or for the period of assignment to a field construction project, whichever is longer, and (2) be in addition to the reimbursement for personally-owned motor vehicles as provided in Article 21, Section 4.

The issue is the vehicle use fee rate.

Union's Last Best Offer: *Rewrite section to provide:*

Employees utilizing personally-owned vehicles on State business shall be paid \$4.50 per day vehicle use fees. Effective July 1, 2006, the vehicle use fee shall be increased to \$5.50 per day. Effective July 1, 2008, the vehicle use fee shall be increased to \$6.00 per day. Such fees shall (1) be paid for each day the inspector is required to travel to a work station from March 1 to December 1 or for the period of assignment to a field construction project, whichever is longer, and (2) be in addition to the reimbursement for personally-owned motor vehicles as provided in Article 21, Section 4.

STATE LBO: Section One, paragraph 3 of Article 21 shall be deleted and the following substituted in lieu thereof:

Section One, paragraph 3. Employees utilizing personally-owned vehicles on State business shall be paid \$4.50 per day vehicle use fees. Such fees shall (1) be paid for each day the inspector is required to travel to a work station from March 1 to December 1 or for the period of assignment to a field construction project, whichever is longer, and (2) be in addition to the reimbursement for personally-owned motor vehicles as provided in Article 21, Section 4.

ISSUE NO. 22
ARTICLE 21, TRAVEL, SECTION TWO

Current Contract Language:

Section Two. Other Employees. Employees other than those covered by Section One above will be provided transportation. The employer will make every effort to provide transportation. The employee will only use his/her own vehicle in extraordinary circumstances when mileage payments have been authorized in accordance with this contract and State regulations.

The issue is travel for non-construction personnel.

Union's Last Best Offer: *Retain current language.*

Section Two. Other Employees. Employees other than those covered by Section One above will be provided transportation. The employer will make every effort to provide transportation. The employee will only use his/her own vehicle in extraordinary circumstances when mileage payments have been authorized in accordance with this contract and State regulations.

STATE LBO: Section Two of Article 21 is hereby deleted and the following substituted in lie thereof:

Section Two. Employees other than those covered by Section One of this Article 21, when required to travel shall be provided transportation or be reimbursed mileage for the use of the employee's personal vehicle.

ISSUE NO. 24
ARTICLE 21, TRAVEL, NEW SECTION

Current Contract Language: No current contract language

The issue is compensation for travel time.

Union's Last Best Offer: *Add section providing:*

For employees assigned to construction projects in the Department of Transportation and the Department of Public Works, who are required to report to work at a different work location than their permanent employment station, and are required to travel at a time earlier than their regular starting time or required to travel beyond their regular quitting time, the employees shall receive compensation or compensatory time off for their additional travel time. The first half hour of the total additional commuting time shall not be considered in computing additional compensation or compensatory time off.

STATE LBO: There shall be no new section added to Article 21 to address compensation for travel time.

ISSUE NO. 26A

ARTICLE 28, LABOR MANAGEMENT, NEW SECTION

Current Contract Language: No current contract language.

The issue is to allow for a voluntary 40-hour workweek option in an alternate work schedule.

Union's Last Best Offer: *Add new section providing:*

Effective thirty days following implementation of the agreement, a voluntary forty (40) hour work week will be an option in Alternate Work schedule programs. This option will not be exercised if there is a reemployment list for the classification series in which a request is made. The option would be eliminated in the event of layoff in the classification series. The State will not discriminate in promotions and other employment based decisions based upon participation or non-participation in the forty (40) hour work week option. Employees who select a forty (40) hour work week option will not accrue sick leave and vacation leave benefits based upon the forty (40) hour work week nor have their accruals adjusted to reflect the forty (40) hour work week.

STATE LBO: There shall be no new section to Article 28 addressing a 40 hour workweek option in alternative work schedules.

ISSUE NO. 26D

ARTICLE 28, LABOR MANAGEMENT, NEW SECTION

Current Contract Language: No current contract language.

The issue is an appeal procedure for Alternate Work Schedule Program.

Union's Last Best Offer: *Add section providing:*

An unreasonable denial or revocation of an individual's alternate work schedule request or option shall be appealable to the Labor/Management Committee then to Office of Labor Relations and then to arbitration. The appeal to the Office of Labor Relations and arbitration shall follow the timelines set forth in the grievance procedure.

STATE LBO: There shall be no new section to Article 28 establishing an appeal process for alternative work schedule denials.

ISSUE NO. 26E

ARTICLE 28, LABOR MANAGEMENT, NEW SECTION

Current Contract Language:

The issue is continuation of alternate work schedule programs.

Union's Last Best Offer: *Add section providing:*

All alternate work schedule programs established by parties in accordance with the provisions of the 2001-2005 contract and in effect prior to the expiration of the 2001-2005 contract shall continue unless mutually agreed to otherwise or modified under the provisions of the Labor/Management Committee.

STATE LBO: There shall be no new section to Article 28 ensuring continuation of existing alternate work schedules.

ISSUE NO. 30

ARTICLE 40, CERTIFICATION AND LICENSING, SECTION TWO – ADDITION

Current Contract Language: No current contract language

The issue is reimbursement for professional licenses and certificates related to their field of work.

Union’s Last Best Offer: *New section to provide:*

Effective July 1, 2006, the State shall reimburse professional licenses and certificates related to their field of work. The Professional Workshop and Conference Fund Committee shall decide whether or not the professional licenses or certificates are job related. Effective July 1, 2008, the costs of the professional licenses or certificates shall be reimbursed from the Professional Workshop and Conference Fund. The limits set forth for individual maximum reimbursements shall apply to employees seeking reimbursement for the costs of professional licenses or certificates.

STATE LBO: No New Language.

ISSUE NO. 31
ARTICLE 42, VACATIONS

Current Contract Language:

Employees who were on the State payroll as of June 30, 1977 shall accrue one and one-quarter (1-1/4) vacation days per month, except that employees who have completed twenty (20) years of service shall earn paid vacation credits at the rate of one and two-thirds (1-2/3) vacation days for each completed calendar month of service. For employees hired on or after July 1, 1977, the following vacation leave shall apply:

- zero (0) to five (5) years - five-sixths (5/6) day per month;
- over five (5) and under ten (10) years - one (1) day per month;
- over ten (10) and under twenty (20) years - one and one-quarter (1-1/4) days per month;
- over twenty (20) years - one and two-thirds (1-2/3) days per month.

Vacation leave shall not accrue for any calendar month in which the employee is on leave of absence without pay an aggregate of more than five (5) working days.

Effective July 1, 1980, for employees hired on or after July 1, 1977, the following vacation leave shall apply:

- zero to five (0-5) years - one (1) day per month;
- over five (5) and under twenty (20) - one and one-quarter (1-1/4) days per month;
- over twenty (20) - one and two-thirds (1-2/3) days per month.

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

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

The issue is the rate of accrual for vacation.

Union's Last Best Offer: *Rewrite section to provide:*

Employees who were on the State payroll as of June 30, 1977 shall accrue one and one-quarter (1-1/4) vacation days per month, except that employees who have completed twenty (20) years of service shall earn paid vacation credits at the rate of one and two-thirds (1-2/3) vacation days for each completed calendar month of service. For employees hired on or after July 1, 1977, the following vacation leave shall apply:

- zero (0) to five (5) years - five-sixths (5/6) day per month;
- over five (5) and under ten (10) years - one (1) day per month;
- over ten (10) and under twenty (20) years - one and one-quarter (1-1/4) days per month;
- over twenty (20) years - one and two-thirds (1-2/3) days per month.

Vacation leave shall not accrue for any calendar month in which the employee is on leave of absence without pay an aggregate of more than five (5) working days.

Effective July 1, 1980, for employees hired on or after July 1, 1977, the following vacation leave shall apply:

zero to five (0-5) years - one (1) day per month;
over five (5) and under twenty (20) - one and one-quarter (1-1/4) days per
month;
over twenty (20) - one and two-thirds (1-2/3) days per month.

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

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

Effective July 1, 2006, the following vacation leave shall apply:

zero to five (0-5) years - one (1) day per month;
over five (5) and under fifteen (15) - one and one-quarter (1-1/4) days per
month;
over fifteen (15) - one and two-thirds (1-2/3) days per month

STATE LBO:

Retain current language:

ISSUE NO. 32B
ARTICLE 43, SICK LEAVE, SECTION FOUR

Current Contract Language:

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

The issue is deleting the terms “critical,” “severe,” and “creating an emergency.”

Union’s Last Best Offer: *Rewrite section to provide:*

Section Four. In the event of illness or injury to a member of the immediate family, an eligible employee shall be granted sick leave, provided that not more than five (5) days of sick leave per calendar year shall be granted therefore.

STATE LBO: Retain current language:

ISSUE NO. 32C
ARTICLE 43 SICK LEAVE SECTION FOUR

Current Contract Language:

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

The issue is the definition of immediate family.

Union's Last Best Offer: *Union withdraws its proposal.*

ISSUE NO. 33

ARTICLE 43, SICK LEAVE, SECTION FIVE

Current Contract Language:

Section Five. In the event of death in the immediate family, an eligible employee shall be granted up to three working days, chargeable to sick leave. Immediate family means spouse, father, mother, sister, brother, or child and also a relative who is domiciled in the employee's household.

The issue is definition of immediate family.

Union's Last Best Offer: *Revise section to provide:*

Section Five. In the event of death in the immediate family, an eligible employee shall be granted up to three (3) working days, chargeable to sick leave. Immediate family means spouse, parent, siblings, children, civil union partner as provided in Public Act 2005-10, domestic partner and also any relative who is domiciled in the employee's household. For purposes of this section, domestic partner is a person who has qualified for domestic partnership benefits under the parties' pension and health care agreement.

STATE LBO: Section Five of Article 43 is hereby deleted and the following substituted in lieu thereof:

Section Five. In the event of death in the immediate family, an eligible employee shall be granted up to three (3) working days, chargeable to sick leave. Immediate family means spouse, parent, siblings, children, civil union partner as provided in Public Act 2005-10, domestic partner and also any relative who is domiciled in the employee's household. For purposes of this section, domestic partner is a person who has qualified for domestic partnership benefits under the parties' pension and health care agreement.

Current Contract Language:

Section Five.

(a) The Classification Panel shall be comprised of two designees of the State, one of whom shall serve as Chairperson, and two designees from the Union, all of whom shall be experienced in job classification. The panel shall schedule and conduct a hearing within thirty (30) days of receipt of the appeal package and shall render a decision within ten (10) days of the close of the hearing. Time limits for scheduling and response may be extended by agreement of the panel only for good cause. The Panel Chairperson shall authorize paid leave for a reasonable number of witnesses to attend and present testimony, including the grievant and steward.

(b) The panel shall base its decision only on whether the factual material presented at earlier stages of the appeal process indicates there was substantial addition of duties of the specific higher job classification. The burden shall be on the grievant to establish such proof and that the decision of the Commissioner of Administrative Services was arbitrary and capricious.

(c) The panel's decision shall be by majority vote. The panel's decision shall be in writing, signed by the Chairperson, shall include brief findings of fact and shall be binding on the parties provided the decision is consistent with the conditions set forth herein and otherwise not inconsistent with merit system conditions. Such decision shall be forwarded to the Commissioner of Administrative Services with copies to the grievant or his representative, the appointing authority, and the personnel services analyst.

(d) Pay retroactivity, if warranted, may not apply earlier than thirty (30) days prior to the date of the filing of the appeal at the earliest step.

(e) The panel may not add to, subtract from, alter or modify the appeal or grant either party a remedy inconsistent with the terms and conditions outlined herein.

Section Seven. Decisions of the Commissioner of Administrative Services or the Classification Panel shall not automatically constitute a precedent regarding the internal comparability of the appealed position to positions not subject to the original classification appeal.

The issue is arbitration of reclassification issues.

Union's Last Best Offer: *Rewrite section to provide:*

Section Five.

(a) The Classification Panel shall be comprised of two designees of the State, one of whom shall serve as Chairperson, and two designees from the Union, all of whom shall be experienced in job classification. The panel shall schedule and conduct a hearing within thirty (30) days of receipt of the appeal package and shall render a decision within ten (10) days of the close of the hearing. Time limits for scheduling and response may be extended by agreement of the panel only for good cause. The Panel Chairperson shall authorize paid leave for a reasonable number of witnesses to attend and present testimony, including the grievant and steward.

(b) The panel shall base its decision only on whether the factual material presented at earlier stages of the appeal process indicates there was substantial addition of duties of the specific higher job classification. The burden shall be on the grievant to establish such proof and that the decision of the Commissioner of Administrative Services was arbitrary and capricious.

(c) The panel's decision shall be by majority vote. The panel's decision shall be in writing, signed by the Chairperson, shall include brief findings of fact and shall be binding on the parties provided the decision is consistent with the conditions set forth herein and otherwise not inconsistent with merit system conditions. Such decision shall be forwarded to the Commissioner of Administrative Services with copies to the grievant or his representative, the appointing authority, and the personnel services analyst. If the reclassification panel has a tie vote on a reclassification appeal, the matter may be submitted to arbitration in accordance with procedures in Article 14.

(d) Pay retroactivity, if warranted, may not apply earlier than thirty (30) days prior to the date of the filing of the appeal at the earliest step.

(e) The panel may not add to, subtract from, alter or modify the appeal or grant either party a remedy inconsistent with the terms and conditions outlined herein.

Section Seven. Decisions of the Commissioner of Administrative Services, the Classification Panel or the arbitrator shall not automatically constitute a precedent regarding the internal comparability of the appealed position to positions not subject to the original classification appeal.

STATE LBO: Retain Current Language.

ISSUE NO. 42

MEMORANDUM OF UNDERSTANDING (NEW), INCLEMENT WEATHER

Current Contract Language: No current contract language.

The issue is impact of weather delays.

Union's Last Best Offer: *Withdraws its proposal.*

ISSUE NO. 45

MEMORANDUM OF UNDERSTANDING (NEW), CHIEF INSPECTOR STIPEND

Current Contract Language: No current contract language

The issue is providing a stipend to a chief inspector and the amount of such stipend.

Union's Last Best Offer:

Effective July 1, 2006, a P-4 employee assigned the duties of a chief inspector on a construction project in the Department of Transportation shall receive a stipend. The stipend will be paid to a chief inspector on a construction project in excess of Two and one-half Million Dollars (\$2,500,000). Bargaining unit members so assigned shall be paid a stipend at the rate of 5% of their daily rate of pay for each assigned day he or she works.

STATE LBO: There shall be no provision for a stipend for Chief Inspector.