



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

April 2, 2019

Michael Jefferson
Clerk of the Senate
State Capitol
Hartford, CT 06106

SUBJ: CORRECTED SUBMISSION of an Interest Arbitration Award between the State of Connecticut and the Connecticut State Employees Association (NP-8) (Deputy Wardens Classification)

Dear Mr. Jefferson:

In accordance with Section 5-278(b) of the Connecticut General Statutes, the Office of Labor Relations hereby files with the Clerks of the House of Representatives and of the Senate, an Interest Arbitration Award between the State of Connecticut and the Connecticut State Employees Association Union on behalf of their members. The Interest Arbitration Award represents the conclusion of Impact Bargaining on the inclusion of the Deputy Wardens Classification into the current Connecticut State Employees Association Corrections Supervisors (NP-8) contract effective upon Legislative approval through June 30, 2021.

Also enclosed is the Supersedence Appendix and the Office of Policy and Management's statement of the estimated costs necessary to implement the award.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Fae Brown-Brewton".

S. Fae Brown-Brewton
Undersecretary for Labor Relations

Melissa McCaw Secretary, OPM
Paul Potamianos, Budget
Gregory Messner, Budget
Carolyn Mercier, Comptrollers' Office
Office of Fiscal Analysis
Dave Glidden CSEA Executive Director

Agreed upon language Joint Exhibit 28 and Joint Exhibit 31 inadvertently omitted in the April 1, 2019 NP-8 Deputy Warden's Contract submission.

**IN THE MATTER OF THE STATUTORY
INTEREST ARBITRATION BETWEEN**

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**CONNECTICUT STATE EMPLOYEES
ASSOCIATION, SEIU LOCAL 2001
CORRECTION SUPERVISORS COUNCIL, NP-8 UNIT**

-AND-

**FINAL AND BINDING OPINION
AND AWARD OF THE INTEREST
ARBITRATOR**

STATE OF CONNECTICUT

**RE: CORRECTION SUPERVISORS COUNCIL
NP-8 UNIT-DEPUTY WARDENS
CSEA SEIU-LOCAL 2001
CASE NO. 2018 SBA-1**

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**Before: Joel M. Douglas, Ph.D.
Interest Arbitrator**

Appearances:

**For the State of Connecticut: Ernest Lowe, OPM, OLR
Megan Krom, OPM, OLR**

**For the Union: Daniel E. Livingston, Esq.
Alexina DelVecchio, Esq.**

Date March 22, 2019

BACKGROUND

- 1. Pursuant to the provisions of C.G.S. §5-27 6 (a), an Interest Arbitration proceeding was commenced for the purpose of making a just and reasonable determination on the matters in dispute between the aforementioned parties. After bilateral negotiations sessions between the parties were conducted, on May 18, 2018 the bargaining unit declared an impasse. Interest Arbitration (IA) hearings were commenced and arbitration sessions held in OLR Hartford, Connecticut on October 16, 2018, October 30, November 9, 2018 during which time both parties were represented and were afforded full opportunity to present evidence, both oral and written, to**

examine and cross-examine witnesses and otherwise to set forth their respective positions, arguments and proofs. Briefs were filed on January 29, 2019.

2. At the conclusion of the IA sessions, there were eight issues (LBO's) submitted to the arbitrator for his decision.¹ The undersigned arbitrator contemplated each issue and carefully and fully considered all the data, exhibits and testimony received from both parties. The results of those deliberations are contained in the AWARD that constitutes the Arbitrator's best judgment as to a just and reasonable solution of the impasse. For each issue the discussion presents the LBO, the positions of the parties, and the undersigned's analysis and conclusion. This Award is based on the record as thus constituted. The parties jointly submitted nine (9) unresolved issues to the Arbitrator.
3. The undersigned arbitrator was selected to hear the impasse matters in dispute and has fully complied with all the aspects and provisions of Connecticut General Statute § 5-276A(e)(4). The N-8 bargaining unit is a sub unit of NP-8 and consists of approximately employees in the job titles of Correctional Lieutenants, Training Officers, Captains, Counselors Supervisors, Parole and Community Service Managers. In March 2017 the unit was expanded to include Deputy Wardens.² The instant unit is a single agency (DOC) bargaining unit.
4. The negotiations began in March 2016 when the NP-8 subunit petitioned the state to be represented and incorporated into the larger NP-8 unit. The parties agreed to apply forty-three provisions and/or partial provisions of the NP-8 2012 - 2016 Agreement. The Deputy Warden Unit were given the opportunity to obtain the SEBAC 2017 Wage Package.
5. The Connecticut General Statutes (C.G.S.) sets forth the framework for collective bargaining. Connecticut utilizes an "issue-by-issue presentation" Last Best Offer (LBO) system whereby the Arbitrator must award either the State's or the Union's Last Best Offer. When both sides make proposals that vary the status quo is not an option. In arriving at this Award, the arbitrator considered the following

¹ At the time of impasse the parties had two distinct areas. They included the application of wages and benefits from the 2017 SEBAC Agreement as it applied to Deputy Wardens and the overall question of Article 21, Compensation Additionally there was one issue (Service Ratings) in which the LBO's were identical and accordingly that issue was deemed resolved, (See, Issue NO: I) As the hearings proceeded, an agreement was also reached on Longevity. See Issue NO: 2H)

² The number of Deputy Wardens added to the NP 8 unit was approximately 34.

statutory guidelines contained in CGS § 5-276 (a) and specifically in subsections (e) (5):

1. the history of negotiations between the parties including those leading to the instant proceeding;
 2. the existing conditions of employment of similar groups of employees;
 3. the wages, fringe benefits and working conditions prevailing in the labor market;
 4. the overall compensation paid to employees involved in the arbitration awards (including direct wages, compensation, overtime and premium pay, vacations, holidays and other leave, insurance, pensions, medical and hospitalization, food and apparel furnished and all other benefits received by such employees);
 5. the ability of the employer to pay;
 6. changes in the cost of living;
 7. the interest and welfare of the employees.
6. Critical to an understanding of this Award is the role that SEBAC played in the determination of LBO's. SEBAC {State Employee Bargaining Agent Coalition} is a group of some thirty four-statewide bargaining units that for the [purpose of pension and health care collectively bargain s a single unit. SEBAC 2017 runs through 2027 and served as the basis for numerous financial savings. The main elements of SEBAC 2017 were a requirement that state employees increase their pension contributions by two percent, increase healthcare premiums by three percent and to accept the core wage pattern. In exchange for this state employees received a four-year period of job security running through June 2021.
7. The "core wage pattern" included three years of a hard freeze, three furlough days, receipt of lump sum payment over maximum, three and one half percentage wage increases in 2021 and 2021, and three and one half increments in the out years of FY 20 and FY 21. NP-8 was part of the SEBAC coalition and completed their Agreement as part of SEBAC 2017. SEBAC members, prior to the addition of Deputy Wardens, will receive the aforementioned increments in 2020 and 2021 in addition to the general wage increase {GWI} of three and one half %.

8. The instant IA Award is sui generis in certain factors. First, the Deputy Warden Unit is a new element contained within NP-8 and while every effort was made to extend the terms and conditions of SEBAC 2017, the uniqueness of the Deputy Warden position did not lend itself to the imposition of one group upon another. Thu as a new sub unit the Deputy Wardens did not receive the wage adjustments in FY 16 that the rest of the unit did.

9. **COMPENSATION:** The Union argues that Connecticut has an upward economic swing and that they are in a position to fund the increases awarded by the IA. They note that SEBAC provided significant savings and that a basic formula was set and to deny these newly unionized Deputy Wardens the SEBAC framework is unjustifiable. They cite the November 2018 Office of Fiscal Analysis revenue projections which show upgraded revenue projections of some \$880 million and tax receipts for the current fiscal year to increase by some \$87 million. In sum NP-8 contends that the cost of adding 34 Deputy Wardens to the bargaining unit is de minimis when contrasted with the \$25 billion saved by the SEBAC concessions.

10. The economic arguments tended by the State focused on the Barnes [OPM Secretary] testimony in which he highlighted the overall Connecticut low credit rating and heavy tax and debt burden. Barnes testified that Connecticut has the third worst credit rating of the fifty states and that impacts on their ability to borrow and obtain funding. Additionally, the Connecticut tax burden is the fourth highest in the country. Other issues raised by Barnes included the declining population and out-migration of millionaires, the aging population and appreciable budget gaps. While Barnes testimony was deemed significant and informative, the SEBAC framework formed the basis for the majority of this Award.

{ISSUE ONE }

LBO ONE: ARTICLE 10 SERVICE RATINGS

Issue of the State and the Union:

Section 1. Service ratings are evaluations of work performance. Service ratings issued during a working test period are not subject to the grievance or arbitration procedure.

Section2. Annual service ratings shall be conducted (rated) by the employee's immediate supervisor(s) who has observed the employee's performance for six months or more. If this is not

the case, the rater shall note and take into account the period of observation. If the immediate supervisor has less than three months of observation, the predecessor supervisor, if available and not if [s]he has observed the employee for more than six months, shall conduct the service rating; if the predecessor is not available, the next level supervisor, in consultation with the immediate supervisor shall conduct the service evaluation. Consistent standards of rating shall be made known to the bargaining unit and all raters. Raters shall make a good faith effort to apply such standards uniformly in all ratings.

Section 3. An overall unsatisfactory annual service rating may be grounds for denial of an annual increment and may also be considered for promotions.

Section 4. Service ratings shall not contain comments which are inconsistent with the rating. However, constructive suggestions for improvement shall not be considered to be inconsistent with the rating.

Section 5. No comments may be added to the service rating after it has been signed by the employee.

Section 6. Employees shall be given copies of their completed service ratings.

Section 7. Service ratings shall be filled by the appointing authority in compliance with Regulations 5-237-1. The form shall be made Appendix A of this Agreement. The parties, by mutual agreement, may modify the service rating in Appendix A. The labor/management committee(s) as set forth in Article 40 shall be the appropriate form to discuss revisions to the service rating form. The service rating form referenced in Article 10, Section 7 and contained in Appendix A shall be revised so that the category of "Appearance" is shifted to the last of the categories.

Section 8. Determination of an overall rating.
(a) Five or more ratings of excellent with no needs of improvement or unsatisfactory ratings will equal an overall excellent rating. Four ratings of excellent with four ratings of fully successful equal an overall fully successful rating. Each category shall be rated independently from the other categories. The rating shall be completed by the immediate supervisor(s), review by the unit head and agency designee and then presented to the employee.

(b) A rating of unsatisfactory in one (1) category or a needs improvement in two (2) categories may constitute an overall unsatisfactory service rating. A rating of needs improvement in one (1) constitute may constitute and overall needs improvement rating. When an employee is rated unsatisfactory in any category, the rater shall state the reason(s), ad ir practicable, suggestions for improvement. Overall needs improvement and unsatisfactory service ratings shall be discussed with the employee at an informal meeting to be scheduled by the rating supervisor, normally within seven (7) days after the employee has seen and signed the rating form. An employee's signature on the rating form shall serve as confirmation that the employee has seen the rating and no an indication that the employee agrees with the rating.

9. **Grieving and Arbitrating Service Ratings.**
Unsatisfactory service ratings and service ratings that may have an adverse employment consequence shall be subject to the grievance and arbitration procedure. In any arbitration, the arbitrator shall not substitute his/her judgement for that of the rater in applying the relevant rating standards unless the rater can be shown to have acted arbitrarily or capriciously.

DISCUSSION:

The LBO submitted by both the State and the Union are identical and, as such, shall be incorporated into the CBA.

{ISSUE TWO}

**ISSUE NO: TWO A COMPENSATION - RETROACTIVE SALARY
 INCREASES**

Current Contract Language - None

Issue of the Union: To implement a retroactive salary increase and annual increments for Deputy Wardens.

State's LBO

There will be no payment of any retroactive salary increase or annual increment for Deputy Wardens for years 2015 - 2016.

Union's LBO

Effective and retroactive to July 1, 2015, the base annual salary for bargaining unit members and the current salary schedule shall be

increased by three percent (3%). Effective and retroactive to January 1, 2015 each bargaining unit member shall receive a 3% movement within range.

The Union is seeking a wage adjustment retroactive to January 1, 2015. The State strongly rejects and notes that this group did not even petition for Union recognition until March of 2017 and that it is virtually unheard of to award unit members with union wage increases for a period prior to the commencement of the petition process. Furthermore, the State contends that salary adjustments are more productive when they are either current or prospective and that little is gained by the awarding of salary increases that are already some four years old. In their assertion the State is correct. Based on the statutory criteria I find the State LBO to be more reasonable and is so awarded.

STATUTORY FACTORS

1. The history of negotiations between the parties including those leading to the instant proceeding.
4. The overall compensation paid to employees involved in the arbitration proceedings including direct wages, compensation, overtime and premium pay, vacations, holidays and other leave, insurance, pensions, medical and hospitalization, food and apparel furnished and all other benefits received by such employees.
5. The ability of the employer to pay.

{ISSUE THREE}

ISSUE NO: TWO B COMPENSATION - EDUCATIONAL STIPEND

Current Contract Language - None

Issue of the State: The issue is educational stipend for Deputy Wardens.

State's LBO

Effective upon legislative approval but no sooner than July 1, 2019, employees in the classification of Deputy Warden who have not previously received a lump sum payment under the prior collective bargaining agreement for having obtained an Associate's, Bachelor's, and/or Master's Degree shall be eligible for the same benefits as provided in the NP-8 Collective Bargaining Agreement.

Union LBO

Educational Stipend:

Master's Degree Payments:

Effective the pay period following legislative ratification of this agreement, Deputy Wardens who have achieved a Master's degree in a job-related discipline from an accredited institution of higher learning and who submit adequate documentation of the degree shall receive a one thousand dollar (\$1,000) lump sum payment. Employees who complete a qualifying Master's degree and satisfy the above criteria after such date shall be eligible for the one thousand (\$1,000) payment within sixty days of the agency's receipt of required documentation. No such payment shall be made to any Deputy Warden who has received a stipend from the Department.

Bachelor's Degree Payments:

Effective the pay period following legislative ratification of this agreement, Deputy Wardens who have achieved a Bachelor's degree in a job-related discipline from an accredited institution of higher learning and who submit adequate documentation of the degree shall receive a five hundred dollar (\$500) lump sum payment. Employees who complete a qualifying Bachelor's degree and satisfy the above criteria after such date shall be eligible for the five hundred (\$500) payment within sixty days of the agency's receipt of required documentation. No such payment shall be made to any Deputy Warden who has received a stipend from the Department.

Associate's Degree Payments:

Effective the pay period following legislative ratification of this agreement, Deputy Wardens who have achieved an Associate's degree in a job-related discipline from an accredited institution of higher learning and who submit adequate documentation of the degree shall receive a two hundred fifty dollar (\$250) lump sum payment. Employees who complete a qualifying Associate's degree and satisfy the above criteria after such date shall be eligible for the two hundred fifty (\$250) payment within sixty days of the agency's receipt of required documentation. No such payment shall be made to any Deputy Warden who has received a stipend from the Department.

Both parties have submitted identical stipends for those bargaining unit

members who either have a college degree or earn said degree within the life of the contract. The pay outs are identical, the only variable being when the stipend can commence. The State LBO is consistent with the NP-8 unit CBA and provides that the stipends cannot take place until July 1, 2019 while the Union LBO leaves open the possibility of a slightly earlier starting date. Based on the statutory criteria I find the State LBO to be more reasonable and is so awarded.

STATUTORY FACTORS:

1. The history of negotiations between the parties including those leading to the instant proceeding.
2. The ability of the employer to pay.
3. The existing conditions of employment of similar groups of employees.

{ISSUE FOUR}

ISSUE NO: TWO C COMPENSATION - CALL BACK PAY

Current Contract Language - None

Issue of the Union: Call-back pay for Deputy Wardens.

Union LBO:

Deputy Wardens who are called back to duty after completion of a regular shift shall receive a minimum of two (2) hours of compensatory time off. When a deputy Warden is contacted during non working hours, he/she may be eligible for one (1) hour of compensatory time off if required to answer or make phone calls, faxes, or emails.

State's LBO

Call Back pay is not applicable Deputy Wardens due to the fact that they work unscheduled workweeks and can adjust their schedules accordingly.

The Union seeks a "call-back pay" provision which provides that Deputy Wardens receive a specified amount of compensation time when they are called back to work after the completion of their working hours. They note

that parole managers currently receive this type of compensation and further argue that they are not seeking on-call pay but are only advocating compensation when they actually work. They additionally note that this is not a "tethering" proposal whereby workers are paid for sitting by the phone during their time off but only compensates Deputy Wardens for actual work performed. The State argues that call back pay only works when the employees have a set work schedule with clearly delineated hours of work. clearly delineated. The State notes that Deputy Wardens work a flexible schedule which is largely of their own design and choosing and thereby these call back hours can be accounted for.³ Based on the statutory criteria I find the State's LBO to be more reasonable and is so awarded.

STATUTORY FACTORS:

1. The history of negotiations between the parties including those leading to the instant proceeding.
2. The ability of the employer to pay.
3. The existing conditions of employment of similar groups of employees.

{ISSUE FIVE}

ISSUE NO: TWO D COMPENSATION - MEAL REIMBURSEMENT

Current Contract Language - None

Issue of the Union:

State's LBO: Section 7

Effective upon legislative approval, Deputy Wardens shall not be eligible for meal reimbursement.

Union LBO:

Employees at all correctional facilities shall continue to receive

³

Parole managers apparently work a fix pre-determined work schedule. When this group was added to the NP-8 bargaining unit they negotiated an arrangement whereby they would receive compensatory time in recognition for their "overtime" work. NP-8 seeks the same arrangement for Deputy Wardens.

reimbursement as follows:

- (a) The meal reimbursement for each shift actually worked and the per meal rate shall be the rate provided to the majority of correctional employees and shall be adjusted in accordance with the rate provided to the majority of correctional employees.
- (b) The minimum time for eligibility for such reimbursement shall be equal to one-half (1/2) of the shift.
- (c) Employees working at new correctional facilities are covered by the language of this section.

The issue of meals has been an issue throughout the collective bargaining process. The parties cite the matter whereby inmates prepared meals for officers and that certain problems arose as the result of contaminated food. It was at this time that meal allowances were instituted. The 2012 - 2016 NP-8 CBA has a meal allowance policy similar to that sought by the Union. Deputy Wardens enjoyed meal reimbursement before they unionized and continued to enjoy that benefit throughout the course of negotiations.⁴ Based on the statutory criteria I find the Union's LBO to be more reasonable and is so awarded.

STATUTORY FACTORS:

1. The history of negotiations between the parties including those leading to the instant proceeding.
2. The ability of the employer to pay.
3. The existing conditions of employment of similar groups of employees.

{ISSUE SIX}

**ISSUE NO: TWO E COMPENSATION - 2019 - 2020 ANNUAL
INCREMENTS**

Current Contract Language - None

⁴

The Union categorizes this item as a "no cost" since the benefit is already being received.

Issue of the State and the Union:

The issue is annual increments for Deputy Wardens for contract year 2019 - 2020.

State's LBO: Section 8. (Deputy Wardens)

- (b) The value of the salary advancement on the salary range on the Deputy Wardens increment or anniversary date shall be two and one half percent (2.5%) for the 2019 - 2020-contract year, which shall be effective July 1, 2019.**

Union LBO: 2E

Effective January 1, 2020, bargaining unit members shall receive an increment of three percent (3%) movement within salary range in fiscal year 2019-2020, but not to exceed the maximum salary range.

******* NOTE - THE SAME ARBITRATOR' NARRATIVE APPLIES FOR ISSUES SIX AND SEVEN - ANNUAL INCREMENTS.**

{ISSUE SEVEN}

**ISSUE NO: TWO F COMPENSATION - 2020-2021 ANNUAL
 INCREMENTS**

Current Contract Language - None

Issue of the State and the Union:

The issue is annual increments for Deputy Wardens for contract year 2020 - 2021.

State's LBO: Section 8. (Deputy Wardens)

- (b) The value of the salary advancement on the salary range on the Deputy Wardens increment or anniversary date shall be zero percent (0%) for the 2020-2021-contract year.**

Union LBO: 2F

Effective January 1, 2021, bargaining unit members shall

receive an increment of three percent (3%) movement within salary range in fiscal year 2020-2021, but not to exceed the maximum salary range.

As has been often said, wage and salary determination is far from an exact science; however, the undersigned was guided by the criteria set forth in the statute. The Arbitrator has considered all the cited statutory criteria and first addresses the ability to pay standard. The focus of the State's case was that the instant unit previously rejected the SEBAC proposal and ran the risk that the economy would hit an upswing and that they would receive greater increases than the aforementioned three per cent raise. In essence, the State maintains that the Union lost their gamble and that a 2.5 % and zero % increments are warranted and that the days of two three percent increases are long gone. Further compounding this issue is the fact that the majority of the NP-8 unit, to which this group of Deputy Wardens accreted to received the three percent increments and thus the Union is arguing for uniformity.

The instant matter is somewhat akin to a limited "wage re-opener" and therefore the range of comparability is somewhat more limited. The basic salaries have been negotiated and it is only the value of the increment that is before me. In a traditional IA the question of comparability is significant and therefore it is assumed that the Interest Arbitrator who crafted the prior Award gave due consideration to the comparability standard. The Arbitrator has also considered the role that CPI has played in interest arbitration. Widely accepted as one of the criteria utilized in the formulation of compensation and benefits, the record demonstrates that the CPI has been relatively stable and falls within the range of the Union's LBO. The aforementioned statutory requirement to consider ". . . existing conditions of employment of similar groups of employees, and, . . . wages, fringe benefits and working conditions prevailing in the labor market" was also factored in. The aforementioned statutory requirement to consider ". . . existing conditions of employment of similar groups of employees, and, . . . wages, fringe benefits and working conditions prevailing in the labor market" was also factored in.

Moreover, the statute provides that "the history of negotiations between the parties including those leading to the instant proceeding" be considered. Due to the newness of the group, and based on the instant fact pattern, there was no established negotiation's history to examine. Clearly the best comparability figures must be found within the represented NP-8 bargaining unit. SEBAC 2017 contained three percent annual increments. There does not appear to be sufficient economic justification to differentiate this group from the SEBAC coalition by lowering the 2019-2020 to two and one half percent and to award a zero percent increment for the 2020-2021 year. Based on the record, the last best offer of the Union is more reasonable and based upon the statutory factors is so

awarded.

STATUTORY FACTORS

1. The history of negotiations between the parties including those leading to the instant proceeding.
2. The existing conditions of employment of similar groups of employees.
3. The wages, fringe benefits and working conditions prevailing in the labor market.
4. The overall compensation paid to employees involved in the arbitration proceedings including direct wages, compensation, overtime and premium pay, vacations, holidays and other leave, insurance, pensions, medical and hospitalization, food and apparel furnished and all other benefits received by such employees.
5. The ability of the employer to pay.
6. Changes in the cost of living.
7. Interests and welfare of the employees.

{ISSUE EIGHT}

ISSUE NO: TWO 2G COMPENSATION - 2020-2021 LUMP SUM
PAYMENTS

Current Contract Language - None

Issue of the Union:

The issue is a lump sum payment for Deputy Wardens at their maximum salary rate.

State's LBO: Section 9. (Deputy Wardens)

Maximum Rate Employees:

Deputy Wardens at the maximum rate of the salary schedule and those who will exceed the maximum rate of the salary schedule because of the receipt of an annual increment shall

not be eligible for any maximum rate lump sum payment during any contract year.

Union LBO: 2G

Effective January 1, 2020, and on the increment date each year thereafter, each employee who did not receive an increment of at least 2.5% because it would have placed such employee beyond the maximum of his or her salary range, shall receive a lump sum of 2.5 % of salary minus any increment he or she received on that date.

The issue of "maxing out" is difficult to resolve. While the Union is concerned about those unit members who no longer qualify for annual increments, there is no valid reason to award the additional two and one half percent to Maximum Rate Employees. Further complicating this issue is the fact that maximum pay is a factor of promotion and the existing longevity salary schedules. Thus, the precise number of unit members who are eligible for this State is more reasonable and based upon the statutory factors is so awarded.

STATUTORY FACTORS

1. The history of negotiations between the parties including those leading to the instant proceeding.
2. The existing conditions of employment of similar groups of employees.
3. The wages, fringe benefits and working conditions prevailing in the labor market.
4. The overall compensation paid to employees involved in the arbitration proceedings including direct wages, compensation, overtime and premium pay, vacations, holidays and other leave, insurance, pensions, medical and hospitalization, food and apparel furnished and all other benefits received by such employees.
5. The ability of the employer to pay.

{ISSUE NINE}

**ISSUE 2H: COMPENSATION - LONGEVITY
LONGEVITY**

ISSUE 2 H has been resolved as per JX # 31.

{ISSUE TEN}

ISSUE 21 COMPENSATION - EMT

Section 12

Current Contract Language - None

Issue of the Union: The issue is an EMT stipend for Deputy Wardens.

State's LBO:

Emergency Medical Technicians:

Effective upon legislative approval, and on or about October 1 of each contract year, the State shall pay a four hundred seventy-five dollars (\$475) annual skill premium to each employee who is certified as an Emergency Medical Technician and who had volunteered and been designated by the agency to provide such services at his/her work location during the prior contract year. Employees receiving this stipend are expected to respond to emergency calls and provide EMT services on or about State facilities in accordance with applicable laws and regulations.

Union's LBO:

Emergency Medical Technicians:

On October 1 of each contract year, the State shall pay a four hundred seventy-five dollars (\$475) annual skill premium to each employee who is certified as an Emergency Medical Technician and who had volunteered and been designated by the agency to provide such services at his/her work location during the prior contract year. Employees receiving this stipend are expected to respond to emergency calls and provide EMT services on or about State facilities in accordance with applicable laws and regulations.

The LBO's are virtually identical. It is difficult to see where, if anyplace, the differences lie. Based on the precise language contained in the NP-8 agreement, the Union LBO is so awarded.

STATUTORY FACTORS:

3. The existing conditions of employment of similar groups of employees.

AWARD

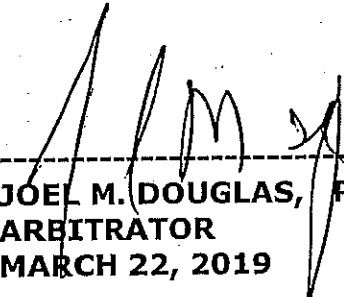
The following LBO's represent my Final Award on the items presented to me.

- ISSUE NO. ONE** The LBO submitted by both the State and the Union {Service Ratings} are identical and, as such, shall be incorporated into the CBA.
- ISSUE NO. TWO** Based on the statutory criteria I find the State LBO {Retroactive Salary Increases} to be more reasonable and is so awarded.
- ISSUE NO. THREE** Based on the statutory criteria I find the State {Educational Stipend} LBO to be more reasonable and is so awarded.
- ISSUE NO. FOUR** Based on the statutory criteria I find the State's {Call Back Pay} LBO to be more reasonable and is so awarded.
- ISSUE NO. FIVE** Based on the statutory criteria I find the Union's {Meal Allowance} LBO to be more reasonable and is so awarded.
- ISSUE NO. SIX** Based on the statutory criteria I find the Union's {Annual Increments 2019 - 2020} LBO to be more reasonable and is so awarded.
- ISSUE NO. SEVEN** Based on the statutory criteria I find the Union's {Annual Increments 2020 - 2021} LBO to be more reasonable and is so awarded.
- ISSUE NO. EIGHT** Based on the statutory criteria I find the State's {Lump Sum Payments 2020 - 2021} LBO to be more reasonable and is so awarded.
- ISSUE NO. NINE** This issue has been resolved {COMPENSATION - LONGEVITY} as per JX # 31 and is hereby incorporated into this Award.
-
- ISSUE NO. TEN** Based on the statutory criteria I find the Union's {EMT Stipend} LBO to be more reasonable and is so awarded.

STATE OF NEW YORK

COUNTY OF WESTCHESTER

**I, JOEL M. DOUGLAS, DO HEREBY AFFIRM UPON MY OATH AS
ARBITRATOR THAT I AM THE INDIVIDUAL DESCRIBED IN AND WHO
EXECUTED THIS INSTRUMENT WHICH IS MY AWARD.**



**JOEL M. DOUGLAS, Ph.D.
ARBITRATOR
MARCH 22, 2019**

J-28

PROPOSAL #2 (PACKAGE)
ARTICLE 16- ORDER OF LAYOFF AND REEMPLOYMENT

Section 1. A layoff is defined as the involuntary, non-disciplinary separation of an employee from State service because of lack of work, economic necessity, insufficient appropriation, departmental reorganization or abolition of position.

Section 2. For purposes of layoff selection within a classification, seniority as defined in Article 15, Section 2 shall prevail. The least senior employee in the agency, by classification, shall be selected for layoff.

In the event of a layoff within a job classification, temporary employees and employees who have not completed their working test period shall be laid off first.

If the seniority of two or more employees is exactly the same, priority for layoff and recall shall be determined by the lower employee number.

Section 3. 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.

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

Section 4. Bumping. In lieu of layoff an employee electing an option to bump shall exercise such bump as follows:

The employee shall bump the least senior employee in the next lower classification within the bargaining unit provided the employee had attained permanent status in the lower classification. The bump shall proceed through lower classifications in the bargaining unit if so required.

An employee in lieu of layoff or exercising bumping rights shall be offered the opportunity to be assigned to a funded, approved vacancy in the same or comparable classification within the Agency.

The employee who is displaced by the employee noticed for layoff shall have the same bumping rights as described above. However, such rights must be elected within two (2) workdays of notice of being bumped.

In all cases the bumper shall be paid for services in a lower class at the lower rate of pay which he or she would have arrived at had he or she been serving in the lower instead of the higher classification.

Section 5. Reemployment List. The names of permanent employees who are eligible for reemployment shall be arranged on appropriate reemployment lists in order of seniority as provided for in Article 15, Section 2, and shall remain thereon for a period of three (3) years.

Employees shall be entitled to specify for placement on the reemployment list for any or all classes in which they formerly had permanent status or which are deemed comparable. In the event that an employee is appointed to a position from a reemployment list but such position is in a lower salary group than the class or classes for which his/her name is entered upon a reemployment list, he/she shall remain eligible for certification from the latter list.

An employee appointed from a reemployment list to a position in his/her former salary group will be appointed at the same salary adjusted for any wage increases in such group as he/she held when he/she last worked in State service. An employee so appointed to a position in a lower salary group will be appointed at the same step or salary adjusted for any wage increases in the lower salary group as he/she held when he/she last worked in State service.

There shall be no appointment from outside the bargaining unit or State service until laid off employees eligible for rehire and qualified for the position involved are offered reemployment.

Section 6. Employees laid off under this Article shall have the right to participate in the SEBAC Placement and Retraining Process.

Section 7. For the purposes of layoff as described in Section 2 of this article, the Department of Correction and the Board of Pardons and Paroles shall be considered separate agencies.

Section 8. The job security provisions of the SEBAC 2017 Agreement shall be applicable to employees of this bargaining unit.

Section 9. Impact on Contracting Out. (a) During the life of this Agreement, no fulltime permanent employee will be laid off as a direct consequence of the exercise by the State Employer of its right to contract out.

(b) The State Employer will be deemed in compliance with this Section if:

(1) the employee is offered a transfer to the same or similar position in which, in the Employer's judgment, he/she is qualified to perform, with no reduction in pay;
or

(2) the Employer offers to train an employee for a position which reasonably appears to be suitable based on the employee's qualifications and skills. There shall be no reduction in pay during the training period.

Section 10. When addressing questions of positions to be considered as comparable the 2011 comparability listings promulgated by the Department of Administrative Services (DAS) shall be utilized. As new classifications are established or existing classifications are restructured DAS shall identify the proper and appropriate comparability for these new/restructured classes using the same or similar criteria utilized for the 2011 comparability tables.

**PROPOSAL #4_ (PACKAGE)
ARTICLE 21- COMPENSATION**

Section 1.

- (a) There will be no increase in the base annual salary for employees or the current salary schedules during the 2016-17, 2017-18, and 2018-19 contract years.
- (b) Effective July 1, 2018, employees will receive a two thousand dollar (\$2,000) lump sum.
- (c) Effective July 1, 2019, the base annual salary for employees and their current salary schedules shall be increased by three and one-half percent (3.5%).
- (d) Effective July 1, 2020, the base annual salary for employees and their current salary schedules shall be increased by three and one-half percent (3.5%).

**PROPOSAL #4_ (PACKAGE)
ARTICLE 21 - COMPENSATION**

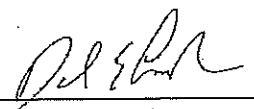
Section 8.

- (a) There will be no annual increments for Deputy Wardens (DW) during the 2016-17, 2017-18, and 2018-19 contract years.

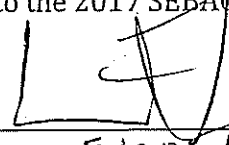
**PROPOSAL #9 (PACKAGE)
MEMORANDUM OF AGREEMENT - FURLOUGH DAYS**

The Deputy Warden bargaining unit members, will have their sick leave accruals reduced from one and one quarter (1 ¼) days per month to one (1) day per month for a period of twelve (12) months beginning upon legislative approval of the NP-8 Deputy Warden sub-unit agreement.

Any new Deputy Warden brought into the bargaining unit will have their sick leave accruals reduced from one and one quarter (1 ¼) days per month to one (1) day for a period beginning on the month of their entry and continuing for twelve (12) months, unless the employee has already taken the Furlough Days pursuant to the 2017 SEBAC Agreement.



Daniel E Livingston 10-29-18



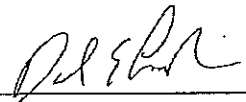
E. Lowe (State) 10/29/18

PROPOSAL #3
ARTICLE 19- HOURS OF WORK, WORK SCHEDULES, AND OVERTIME

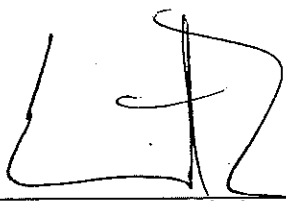
Section 1. Work Schedule.

The regularly established workweek for Deputy Wardens in this bargaining unit shall average forty (40) hours per week.

Remainder of Article 19 in main contract does not apply to Deputy Wardens. (See TA submitted to Legislature)



Daniel E Livingston 10-29-18



E. Lowe (State) 10/29/18

PROPOSAL #5
ARTICLE - TRAVEL

During the life of this Agreement, any employee who is required to travel on official State business shall be reimbursed for lodging, mileage and/or meals in accordance with the terms, conditions and rates outlined in the Standard State Travel Regulations in existence on June 30, 2008, subject to such modifications and exceptions as provided herein:

Section 1. The employee required to use his/her own vehicle in extraordinary circumstances will be entitled to mileage payments in accordance with this contract and State regulations. Notwithstanding the prior provisions, Deputy Wardens may be expected to use their personal vehicles on state business under ordinary circumstances.

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

The mileage reimbursement rate shall be the GSA rate subject to readjustment within thirty (30) days, consistent with the readjustment by the U. S. General Services Administration.

Section 2. When on a temporary assignment and State transportation is provided, such State transportation may be garaged at the employee's residence during the period of such assignment. When an employee is assigned to be on-call and State transportation is provided, the agency may authorize the garaging of such State vehicle at the employee's residence during the period of such on-call assignment.

Section 3. When authorized in accordance with Standard State Travel Regulations, any employee who is required to travel on employer business shall be reimbursed at the following rates:

July 1, 2002

Breakfast	\$8.00
*Lunch	\$10.00
Dinner	\$20.00

* Applicable to out-of-State travel or when authorized in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services. An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position may be reimbursed for lodging expenses in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services.



Daniel E. Livingston 10-29-18


Ernest Lowe 10-29-18

PROPOSAL #6
ARTICLE - HOLIDAYS

Section 1. For the purposes of this Article, holidays are as follows: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

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



Daniel E Livingston 10-29-18

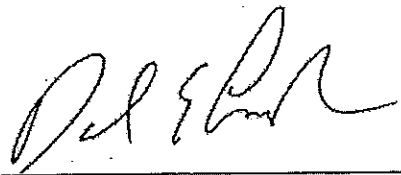


Ernest Lowe 10-29-18

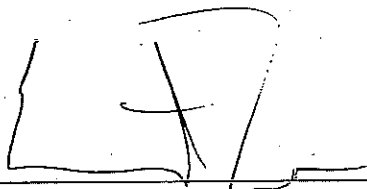
PROPOSAL #7
ARTICLE - LABOR MANAGEMENT COMMITTEE

Section 1. An agency Labor Management Committee shall be established by the parties. Such committee when established shall consist of not more than five (5) representatives at the agency level. Time off for participation by members in the Committee(s) will be without loss of pay or benefits.

Section 2. Said committees shall meet quarterly or as mutually agreed provided that an agenda of proposed topics is submitted at least one week in advance.



Daniel E Livingston 10-29-18



Ernest Lowe 10-29-18

PROPOSAL #8
ARTICLE 53, Health and Wellness

Section One. The parties shall establish a joint union / management health and wellness committee.

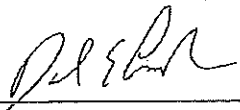
Section Two. The Committee shall be composed of three union and three management representatives. Each party shall appoint its members with the intent of the members serving the term of the collective bargaining agreement.

Section Three. Effective July 1, 2019, there shall be an annual fund of ten thousand dollars (\$10,000.00). There shall be an unlimited carryover of unused funds from one contract year to the next contract year.


Section Four. Committee endorsement of proposals shall be sufficient to expend funds. The parties shall forward Committee endorsed proposals to the Department of Administrative Services to draw upon funds.

Section Five. Effective July 1, 2017, each bargaining unit member will be entitled to attend one (a) paid day of training each year on health and wellness. The training program will be developed by the joint labor/management committee on health and wellness.

THIS ARTICLE SHALL ALSO APPLY TO DEPUTY WARDENS



Daniel E Livingston 10-29-18



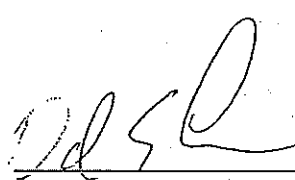
10/29/18
E. Lowe (State)

Tentative Agreement

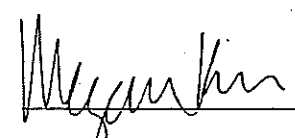
Longevity

Upon legislative approval, any Correctional Captain or Counselor Supervisor promoted to the level of Deputy Warden will continue to receive longevity in accordance with the respective schedules of the NP-8 Collective bargaining Agreement.

This will not apply to those Deputy Wardens promoted prior to April 1, 2018 who had their annualized longevity factored into their promotional rates for Deputy Warden.



Dan Livingston Date 11/19/2018



Megan Krom Date 11/19/2018

SUPERSEDEDENCE APPENDIX
DEPUTY WARDENS
NP-8
EFFECTIVE JULY 1, 2016 TO JUNE 30, 2021

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Union Rights	Article 8, Sec. 5	C.G.S. 5-238 Reg. 5-238-1 through 5-238-5
Service Ratings	Article 10, Sec. 7	Reg. 5-237-1
Service Ratings Form	Article 10, Sec. 7; Appendix A	C.G.S. 5-200, 5-237 Reg. 5-237-1
Workshop and Conference	Article 12, Sec. 3	C.G.S. 4-89 Reg. 5-141c-8
Working Test Period	Article 14, Sec. 4 & 5	C.G.S. 5-230 Reg. 5-230-1
Layoff /Reemployment Provisions	Article 16	C.G.S. 5-241 Reg. 5-241-2
Job Security	Article 16 MOU dated 10/29/18	C.G.S. 5-241 Reg. 5-241-2
Grievance Procedure	Article 17, Sec. 6	C.G.S. 5-201, 5-202, 5-271(e) Reg. 5-201-10 through 5-201-16
Grievance meetings are closed to the public and press	Article 17, Sec. 11	C.G.S. 1-200 et seq., 1-225
Discipline	Article 18	C.G.S. 5-240 Reg. 5-240-3a, 5-240-5a, 5-240-7a, 5-240-8a
Hours of Work	Article 19, Sec. 1	C.G.S. 5-238, Reg. 5-238-1(a), 5-238-2 (a), (b), (c)
General Wage Increases	Article 21, Sec. 1	C.G.S. 5-200(k) C.G.S. 5-200(m)
Compensation, Annual Increments	Article 21, Sec. 8	C.G.S. 5-200(k) C.G.S. 5-200(m)

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Educational Stipends	Article 21, Sec. 11	C.G.S. 5-200(k) C.G.S. 5-200(m)
Vacations	Article 33	C.G.S. 5-250 Reg. 5-250-1 through 5-250-7
Pregnancy, Maternal and Parental Leave	Article 38	C.G.S. 5-247, 5-248a, 5-248b Reg. 5-248b-1 through 5-248b-9
Military Leave	Article 49	C.G.S. 5-248(c), 5-255
Health and Wellness	Article 53	C.G.S. 4-87, 4-89
Group Life Insurance	MOUs dated 7/11/16 & 6/20/17	C.G.S. 5-257
Longevity Payments	MOU dated 11/19/18	C.G.S. 5-213 Reg. 5-213-1
Furlough Days	MOU dated 10/29/18	C.G.S. 5-248c Reg. 5-248c-2
Recuperative Post Program	MOU, New Paragraph, dated 3/8/17	C.G.S. 31-313
Deputy Wardens	MOU dated 6/23/17	C.G.S. 1-200 et seq., 1-225, 4-87, 4-89, 4-165, 5-152, et seq., 5-200, 5-201, 5-202, 5-230, 5-237, 5-238, 5-240, 5-247, 5-248a, 5-248b, 5-251, 5-257, 5-259d, 5-271(e), 10-235, 19a-24, 27-33 Reg. 5-115-1, et. seq., 5-141c-1 through 5-141c-11, 5-156c-1, 5-201-10 through 5-201-16, 5-230-1, 5-237-1, 5-238-1 through 5-238-5, 5-240-1 through 5-240-8a, 5-248-1 through 5-248-6, 5-248b-1 through 5-248b-9

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

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Arbitration Award
Dated March 22, 2019

Bargaining Unit: Deputy Wardens
 Period of Contract: July 1, 2016 through June 30, 2021

Number of Full Time Employees:	All Funds	34
	General Fund	34

Total Annual Wages (26 pay periods) All Funds: \$3,386,465

	Annualized Basis (26 Pay Periods for All Years)				
	Percent Increase				
	<u>Salary</u>	<u>Gen'l Wage Increase</u>	<u>AI's & Lump Sums</u>	<u>Other</u>	<u>Total</u>
Average Annual - All Funds: Prior to New Contract:	\$99,602				
1st Year Contract: 2016-2017	\$99,602	0.00%	0.00%	0.00%	0.00%
2nd Year Contract: 2017-2018	\$99,602	0.00%	0.00%	0.00%	0.00%
3rd Year Contract: 2018-2019	\$99,658	0.00%	0.00%	0.06%	0.06%
4th Year Contract: 2019-2020	\$108,200	3.50%	3.00%	1.98%	8.48%
5th Year Contract: 2020-2021	\$115,256	3.50%	2.98%	0.05%	6.53%

FULL-TIME COMPENSATION SUMMARY

	Financial Impact						
	<u>Prior to Agreement</u>	<u>1st Year 2016-17</u>	<u>2nd Year 2017-18</u>	<u>3rd Year 2018-19</u>	<u>4th Year 2019-20</u>	<u>5th Year 2020-21</u>	<u>Annualized</u>
All Funds							
Total Wages and Related Items	\$3,386,465	\$0	\$0	\$1,908	\$292,320	\$532,256	\$532,256
Fringe Benefits Value of Current Items		\$0	\$0	\$467	\$71,531	\$130,243	\$130,243
TOTAL WAGES AND BENEFITS		\$0	\$0	\$2,375	\$363,851	\$662,499	\$662,499

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 22, 2019

	All Funds Requirement						
	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	Annualized	
<u>Fiscal Year 2016-2017</u>							
SUBTOTAL AGREEMENT ITEMS - 1st YEAR	\$0	\$0	\$0	\$0	\$0	\$0	
<u>Fiscal Year 2017-2018</u>							
SUBTOTAL AGREEMENT ITEMS - 2nd YEAR		\$0	\$0	\$0	\$0	\$0	
<u>Fiscal Year 2018-2019</u>							
(1) Longevity			\$1,908	\$1,908	\$1,908	\$1,908	
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			\$1,908	\$1,908	\$1,908	\$1,908	
<u>Fiscal Year 2019-2020</u>							
(1) 3.5% COLA effective 7/1/2019				\$118,526	\$118,526	\$118,526	
(2) 3% Annual Increment effective 7/1/2019				\$105,150	\$105,150	\$105,150	
(3) Meal Reimbursement				\$55,692	\$55,692	\$55,692	
(4) Longevity				\$2,544	\$2,862	\$2,862	
(5) Education Stipend				\$8,500	\$8,500	\$8,500	
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				\$290,412	\$290,730	\$290,730	
<u>Fiscal Year 2020-2021</u>							
(1) 3.5% COLA effective 7/1/2020					\$126,355	\$126,355	
(2) 3% Annual Increment effective 7/1/2020					\$111,355	\$111,355	
(3) Longevity					\$1,908	\$1,908	
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					\$239,618	\$239,618	
TOTAL CONTRACT ITEMS - ALL FUNDS	\$0	\$0	\$1,908	\$292,320	\$532,256	\$532,256	
FRINGE ANALYSIS							
Social Security 6.2%	6.20%	\$0	\$0	\$118	\$18,124	\$33,000	\$33,000
Medicare 1.45%	1.45%	\$0	\$0	\$28	\$4,239	\$7,718	\$7,718
Unemployment 0.23%	0.23%	\$0	\$0	\$4	\$672	\$1,224	\$1,224
SERS HD Normal Cost 13.59%	13.59%	\$0	\$0	\$259	\$39,726	\$72,334	\$72,334
OPEB Contribution 3%	3.00%	\$0	\$0	\$57	\$8,770	\$15,968	\$15,968
TOTAL FRINGE IMPACT	24.5%	\$0	\$0	\$467	\$71,531	\$130,243	\$130,243
TOTAL COST OF CONTRACT - ALL FUNDS	\$0	\$0	\$2,375	\$363,851	\$662,499	\$662,499	
	\$3,396,465	\$3,396,465	\$3,396,465	\$3,396,465	\$3,396,465	\$3,396,465	
	\$3,396,465	\$3,396,465	\$3,398,373	\$3,688,785	\$3,928,721	\$3,928,721	