

PLACEMENT AND TRAINING AGREEMENT

WHEREAS, Connecticut General Statutes, §5-278(f)(1) requires that collective bargaining negotiations regarding the state employees retirement system are to be conducted between the State of Connecticut (hereinafter referred to as the "State") and a coalition of state employee unions (hereinafter referred to as "SEBAC"); and

WHEREAS, Connecticut General Statutes, §5-278(f)(3) allows the State and SEBAC to agree to negotiate on a coalition basis on any statewide issue using the same procedures provided in CGS §5-278(f)(1); and

WHEREAS, beginning in 1992 and at other subsequent times, the State and SEBAC have negotiated on a coalition basis on matters involving the Placement and Training of state employees who had been laid off and the continuation of group medical insurance for such individuals; and

WHEREAS, a number of disputes have arisen between the State, SEBAC, the constituent bargaining units of SEBAC, as well as, individual employees represented by the constituent bargaining units on matters covered under the prior agreements regarding the Placement and Training Agreement and the continuation of group medical insurance to those employees who had been laid off; and

WHEREAS, the State, SEBAC and its constituent member bargaining units on behalf of their organizations and members wish to resolve all outstanding grievances, prohibited practice charges and other outstanding actions regarding the issue of Placement and Training Agreement and the continuation of group medical insurance to those employees who had been laid off; and

WHEREAS, the parties agree that this agreement represents the entire understanding between them regarding all matters concerning Placement and Training for laid off employees and the continuation of group medical insurance to such individuals; and

WHEREAS, the parties reaffirm their commitment to maximize employment opportunities for state employees who may be laid off and lose their position in state service on and after July 1, 2005 and to mitigate the impact of layoffs which may occur.

NOW, THEREFORE, the parties hereby agree as follows:

1. Eligibility.

- a. An employee who has exhausted his/her transfer and bumping rights or who is a permanent State employee who has no transfer or bumping rights under the applicable collective bargaining agreement, and therefore will be terminated as the result of a layoff or nonrenewal, may participate in the placement and training process.
- b. Laid off employees in trainee classes or in working test periods in DAS bargaining units shall be eligible for participation in the placement and training

process, provided they have completed six (6) months of service in their current position(s) or have otherwise achieved permanent status. Employees who are ineligible for participation in the process due to the above proviso may request limited access to the process by filling out the form referenced in paragraph 2 below. Such employees shall be ineligible for the health insurance set forth in paragraph 10.

- c. In addition, an employee may elect to participate in the placement and training process in lieu of exercising his/her transfer and/or bumping rights under the applicable collective bargaining agreement. All such employees, regardless of bargaining unit affiliation or employing authority, shall have access to the placement and training process.
- d. Accepting other jobs in lieu of or following a layoff
 - i. Employees, who are employed at the time of layoff in a full time capacity, will not be removed from SEBAC list (s) for a period of up to three (3) years for accepting a part time, durational, temporary, job sharing, intermittent or a lesser paid full time position. At the end of the three (3) years period, any such employee who has not been reemployed in a full time permanent position at comparable pay to the position they were laid off from will be placed in an inactive status. They will be removed, however, from the SEBAC list (s) if they accept full time permanent employment by exercising their contractual reemployment right or their SEBAC rights to a comparable paid position. If a SEBAC candidate accepts a lesser position, they will remain in SEBAC for only those positions they are deemed qualified to fill above the position they accepted.
 - ii. Employees, who are employed at the time of layoff in a part time capacity, will not be removed from a SEBAC list (a) for a period of up to three (3) years for accepting a durational, temporary, job sharing, intermittent or a lesser paid position including a position with fewer hours per week. At the end of the three (3) year period, any such employee who has not been reemployed in a permanent part time position at comparable pay to the position they were laid off from will be placed in an inactive status. They will be removed, however, from the SEBAC list (s) if they accept full or part time permanent employment by exercising their contractual reemployment rights or their SEBAC rights to a comparable paid position. If such an employee accepts a lesser position, they will remain on SEBAC for only those positions they are deemed qualified to fill above the position they accepted.
 - iii. Employees who volunteer to be laid off because of an action of the employer or exercise their contractual rights to be laid off will also be eligible for health insurance under this agreement. Employees who are ineligible for participation in the process due to the above proviso may request limited access to the process by filling out the form referenced in

paragraph 2 below. This shall have no impact on their rights to reemployment.

However, the provisions which provide for placement at the direction of the Commissioner of Administrative Services shall apply only to positions in the classified service which are within the Commissioner's jurisdiction; and to unclassified positions in the Departments of Children and Family Services, Commission on the Culture and Tourism, Connecticut Marketing Authority, Department of Correction, Board of Education and Services for the Blind, State Library, Department of Mental Health and Addiction Services, Department of Social Services, Labor Department, Department of Agriculture, Department of Education and Department of Mental Retardation. Other employers and appointing authorities retain the right to determine whether an individual shall be appointed or accepted for retraining.

2. Application Process. Any employee who is eligible as provided above may submit to DAS an application for placement which will indicate the individual's qualifications, employment experience, areas of interest (with respect to occupations, shift preference, durational and location) and such other information as the Commissioner determines may be helpful in the placement process. Union representatives will be given a list of all eligible employees within their respective bargaining units and the classifications for which they have been placed on the SEBAC list.
3. Vacancy List. The Department of Administrative Services (hereinafter referred to as "DAS") will provide the Committee with a copy of the vacancies for the positions within the Commissioner's jurisdiction that have been supplied to DAS. Such lists shall be provided to a recipient designated by the union members of the P&T Committee by DAS staff on the first day of each month.
4. Placement and Training Committee. The Committee shall consist of no more than eight (8) labor members selected by SEBAC and no more than eight (8) management members selected by the Commissioner of DAS. Labor members shall be permitted to use union business leave to attend. Requests for such leave shall be made to the Office of Labor Relations in accordance with existing practice. The Committee shall meet on a regular basis beginning no later than December 1, 2005 and shall meet not less often than quarterly, unless agreed to mutually between the parties. For any matters on which the Committee must make a final decision, the labor representatives shall have one (1) vote and the management representatives shall have one (1) vote. The Committee shall be responsible for:
 - a. Approval of training plans for on the job training candidates;
 - b. Development of other training and placement assistance programs;
 - c. Allocation of resources that may be available for training and providing advice as to training funds which may be available under each collective bargaining agreement;

- d. Advise the Commissioner on related matters such as communication with agencies and employees, operation of the registry of employment opportunities, and development of training or placement programs to meet future workforce needs.
- e. Resolving any dispute over whether the employee has been offered "suitable" employment.

Reports on vacancies, placements and job fills available from the State's current computer system shall be provided on the first day of each month by DAS to a recipient designated by the union members of the Placement & Training Committee.

5. Placement Preference. The provisions of this Agreement are subordinate to the rights of employees under existing collective bargaining agreements and to the rights of those on reemployment lists.

An eligible employee who goes through the DAS placement process and who is qualified for a vacancy which the State has decided to fill, shall have preference for employment over outside hires. A qualified eligible employee who is in the bargaining unit, which includes the job classification of the position, shall have preference over employees of other bargaining units. The final decision as to whether an employee is qualified shall be in the discretion of the Commissioner of DAS.

An eligible unclassified employee of the State Board of Education or the Agricultural Experiment Station (hereinafter referred to as "AES") and who is qualified for a vacancy which the State has decided to fill, shall have preference for employment over outside hires. A qualified eligible employee who is in the bargaining unit, which includes the job classification of the position, shall have preference over employees of other bargaining units. The final decision as to whether an employee is qualified shall be in the discretion of the Commissioner of Education or AES Board as applicable.

If the position is subject to merit system requirements, the appointment shall be on a provisional basis and shall be permitted even if there is an existing list for the classification. The candidate shall be required to fulfill merit system requirements within the time specified by law or regulation. Time spent in provisional status shall be counted toward the applicable working test period for the classification.

An employee who does not successfully complete the working test period in the classification in which he/she is placed shall retain reemployment rights in accordance with the applicable collective bargaining agreement, but not for that classification for which he/she failed the working test period. Such employee shall also remain eligible to participate in the placement and training process.

6. On-the-job Training Placement. The provisions of this section are subordinate to the rights of employees under existing collective bargaining agreements and to the rights of those on reemployment lists.

An eligible employee who is not fully qualified for a vacancy, which the State intends to fill, may be identified as a candidate for retraining. Normally, a candidate identified as a candidate for retraining must have the potential to fully qualify for the job and perform at an acceptable level after three (3) months. If an employee is identified through the DAS screening process as one who may qualify for a vacancy after an on-the-job training program of reasonable length and scope [normally three (3) months maximum], the following steps shall be taken:

- a. Identification of the potential position and agency placement;
- b. Assessment of the individual's qualifications and training needs in conjunction with the agency;
- c. Development of a training plan;
- d. Committee and Agency approval of the training plan.

If there is more than one candidate eligible and qualified for an on-the-job training position, an employee who is in the bargaining unit, which includes the job classification of the position, shall have preference over employees of other bargaining units.

An employee who is identified as a candidate for on-the-job training and is accepted by the agency as able to qualify through the retraining process shall be placed in the identified position. If an agency rejects a candidate for this retraining process, the agency shall state the reasons for rejection to the Commissioner of DAS who shall make the final decision as to whether the employee shall be placed in the position for on-the-job training. In the case of an unclassified position under the State Board of Education or the AES, the final decision as to whether the employee shall be placed in the position for on-the-job training rests with the Commissioner of Education or AES Board, as applicable.

After placement, during a period of on-the-job training, the employee shall have the same status as a probationary employee and shall be paid at the rate of the position in which he/she is placed for training. The employee shall also be required to complete the established probationary period for the job, following completion of training.

If the position is subject to merit system requirements, any appointment following the training period shall be on a provisional basis and shall be permitted even if there is an existing list for the classification. The candidate shall be required to fulfill merit system requirements within the time specified by law or regulation. Time spent in provisional status shall be counted toward the applicable working test period for the classification.

An employee who refuses retraining offered in accordance with this Agreement shall by that action waive any future rights under this Agreement but, if laid off, shall retain reemployment rights in accordance with the applicable collective bargaining agreement.

An employee who is laid off due to failure to qualify through a retraining program or who fails the probationary period which follows the training period, shall also retain reemployment rights in accordance with the applicable collective bargaining agreement,

but not to the class for which he/she was being trained. Such employee shall also remain eligible to participate in the placement and training process.

7. Clarification and Adjustment of Rules and Procedures.

- a. An eligible employee who goes through the DAS placement process and who is qualified for a higher position which is vacant and which the State has decided to fill, shall have preference for employment over outside hires. An employee who takes a higher position under the DAS placement process shall be paid at a rate that provides for a promotion to the position and shall serve a working test period consistent with state law and any applicable collective bargaining agreement.
- b. An employee who takes a position in a lower salary grade as part of the placement or on-the-job-training process shall be paid at the rate within the lower salary grade which is closest to but not more than his/her current salary, but not to exceed the maximum.
- c. If an agency decides not to fill a vacant funded position with an employee who is qualified to fill the position, then the Agency shall state the reasons for not filling position to the Commissioner of Administrative Services. The Commissioner of Administrative Services shall make the final decision as to whether the employee shall be placed into the vacant funded position. The provisions above which provide for the placement at the direction of the Commissioner of Administrative Services shall only apply to positions in the classified service which are within the Commissioner's jurisdiction; and to unclassified positions in the Departments of Children and Family Services, Commission on the Culture and Tourism, Connecticut Marketing Authority, Department of Correction, Board of Education and Services for the Blind, State Library, Department of Mental Health and Addiction Services, Department of Social Services, Labor Department, Department of Agriculture, and Department of Mental Retardation. Other employers and appointing authorities retain the right to determine whether an individual shall be appointed or accepted for retraining.
- d. Where it has been determined through administrative and/or legislative action that a layoff will occur. The affected union (a) and the employee (a) that are a risk for layoff will be given notification to the earliest extent practicable. Once the additional notification is provided, the affected state employees' unions will have a period of seven (7) days to decide if their members may participate in the SEBAC Placement and training process as described below This will not prelude the State from filling a bargaining unit vacancy in accordance with existing merit system rules and regulations. If the affected employee's union elects to participate in the process, the employee will have a period of fourteen (14) days to make application for employment opportunities through the SEBAC Placement and Training process. If an employee accepts a placement in a position through the SEBAC process, he/she will be considered to have waived all transfer and bumping rights normally available to an employee under the

terms of their applicable union contract's layoff procedure. The use of this procedure shall not impair an employee's contractual right to transfer to a vacant bargaining unit position based upon seniority. The State and state employees' unions shall work out protocols, so that employees' collective bargaining rights are not impaired or diminished by this new procedure.

- e. If an agency or employee indicates the need for further training to fully qualify as a precondition to employment the Placement and Training Committee will be immediately notified. Employees that are accepted by an agency may be placed in a vacant position if he/she has the potential to be fully qualified after three (3) months. Agencies, to the earliest extent possible, will be advised by the DAS of employees that could qualify, with appropriate training.
- f. DAS will contact all employees who have been in SEBAC for one (1) year or more to determine their continued interest in placement. Employees with SEBAC rights will be asked to indicate their continued interest in placement. They will be asked to express their interests as follows: (1) Interest in all positions qualified to fill including location and schedule preference; (2) Interest in all positions qualified to fill at a comparable level of pay from the position they were laid off from (3) Placement in an inactive status; and (4) Removal from SEBAC. State employee unions will provide assistance in making these determinations.
- g. If an employee waives a total of three (3) suitable position offers from any State agency(ies) for any classification, the employee will be placed in an inactive status for all SEBAC position opportunities. Notification will be provided to the employee and their union if they are to be placed in an inactive status. An employee will be removed from the inactive status upon reapplication to DAS accompanied by a written indication of willingness to accept employment, if offered. A reapplication will be reviewed by the DAS for position qualifications and position interests.
- h. For administrative purposes, once an agency receives a list of SEBAC employees from the DAS, the agency will have a window period of up to thirty (30) days to contact the employees on the list, interview and make a job offer. If the employees on the SEBAC list do not respond or do not accept an offer of employment, the employing agency may proceed to consider other candidates for employment without requesting an additional SEBAC list, subject to appropriate merit system rules. After the thirty (30) days have expired and the agency has not made a bona fide offer of employment which has been accepted by the "outside" candidate, the agency must request a new list of SEBAC employees from the DAS. If the agency hires an "outside" candidate within the thirty (30) day period, the agency shall provide to the DAS information DAS and the Committee feels is appropriate to ensure the integrity of the SEBAC placement process.
- i. The Department of Administrative Services will, to the extent possible, provide a more timely and accurate report on approved funded vacancies agencies plan to

fill. If possible, State employees' unions will have the ability to view vacancies on a computer.

8. **Other Placement and Training Options.** The Committee may develop training or placement assistance programs other than those described above. Such programs may include but shall not be limited to placement counseling, relocation incentives and training grants. There is no obligation on the part of the State or any Agency thereof to provide funding for any such program.
 - a. **Continuation of Group Medical Insurance.** Effective November 1, 2005, an employee who is laid off and is no longer employed by the State of Connecticut shall continue to receive employer provided medical benefits for up to four (4) calendar months (which includes the calendar month of layoff) provided they pay their appropriate contribution amount to the Office of the Comptroller.

Any employee who would qualify for continuation of medical insurance who did not receive such continuation under the agreement in effect on March 13, 2003, who did not receive continuation of medical insurance shall be entitled to the medical benefits not to exceed a total of four (4) months calculated as outlined above including any months of continued coverage already received. By October 31, 2005, the State shall supply SEBAC with a list of all employees laid off since June 30, 2003. SEBAC shall provide the State with a list of such employees, who it deems eligible for health insurance under this agreement, noting the number of months requested no later than November 15, 2005. If an individual's name from the state list is not on SEBAC's list, their right to medical insurance hereunder is permanently waived. The State shall notify SEBAC no later than November 29th, 2005 of any disagreements with SEBAC's list, and the continued coverage shall begin no later than January 1, 2006.

9. **Placement and Training Funding.** No funding of the Committee activities shall occur in the absence of mutual agreement by the parties. Neither SEBAC nor the State shall seek to create funding or determine the amount of such funding by interest arbitration under C.G.S. § 5-278(f).
10. **Placement and Training Under Appendices B-2 and B-3 of SEBAC III.** The programs first established under Appendices B-2, C and D of SEBAC 3 shall continue, and are incorporated herein by reference.
11. **In consideration of this agreement, SEBAC and any of its constituent unions hereby agree not to file or pursue any legal action against the State of Connecticut, its representatives or its employees in any forum as a result of this agreement. Any pending grievances or other claims by SEBAC or any of its constituent unions regarding the placement and training fund, continuation of group insurance and supplying of information regarding reemployment and SEBAC lists are hereby withdrawn and they agree to take any and all steps necessary to effectuate their withdrawal.**

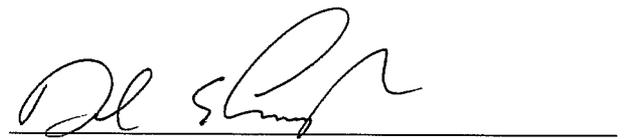
12. This agreement is entered into voluntarily after the parties and their representatives have had sufficient time to review its provisions. It may not be contested in any forum or serve as proof in any other matter.
13. This agreement shall not serve as a precedent in any pending or future case that may arise concerning the subjects involved therein.

Executed this ^{18th} day of October, 2005, at Hartford, Connecticut.

THE STATE OF CONNECTICUT

THE STATE EMPLOYEES
BARGAINING AGENT COALITION





Chief Negotiator