

**STIPULATED AGREEMENT
BETWEEN
STATE OF CONNECTICUT
AND
THE NEW ENGLAND HEALTH CARE EMPLOYEE'S UNION, DISTRICTION 1199, SEIU**

The State of Connecticut and the New England Health Care Employees Union District 1199, SEIU, agree that there is a need to expedite the hiring of staff to several entry level classifications at large state agencies to address issues of turnover and hiring processes for agencies operating 24 hours per day, and 7 days per week. In order to address staffing levels in a most expeditious manner, the parties therefore agree to the following:

1. This stipulated agreement shall apply to the hiring at: The Department of Mental Health and Addiction Services (DMHAS), The Department of Developmental Services (DDS), The Department of Children and Families (DCF), The Department of Correction (DOC) and the Department of Veterans Affairs (DVA).
2. The following job classifications are covered by this agreement: Licensed Practical Nurse (LPN), Nurse, Nurse (Correctional), Mental Health Assistant, Developmental Services Worker 1, Children Services Worker, Forensic Treatment Specialist, Forensic Nurse, Nurse's Aide, Respiratory Therapist, Professional Counselor and Clinical Social Worker.
3. The parties agree that vacancies in the above-mentioned classifications of entry level positions can be posted as recruitments to the outside (non-current state employees, including per diems) without a functional unit noted as set forth in Article 18, Section 2 of the State/1199 Contract. Postings may be for first, second and third shifts and part-time vacancies.
4. No new hire shall be assigned to first shift until all rights within Article 18 regarding promotions and lateral transfers have been exhausted.
5. The vacancy posting will specify the Agency, geographic locations, and titles, but the assignment to a functional unit will be determined at a later date. Said functional unit assignment will be provided to the employee and the Union, in writing, no later than six (6) months following the incumbent's start date. In the event that an agency is unable to effectuate the placement to a permanent position within 6 months, the agency will notify the Union at least three (3) weeks before the end of the employee's working test period. The Union reserves the right to request a meeting and may grant an extension based upon the circumstances provided by the agency, not to exceed six (6) additional months.
6. The functional unit assignments offered to the new hires will be dictated by vacancies that have cleared internal transfers, internal agency promotions and cross agency promotions, and cross agency lateral transfers. The parties recognize and agree that they must continue to follow SEBAC/Reemployment Rules. Agencies may utilize their transfer list, VMS and/or hold a job fair/transfer event to offer opportunities to the existing workforce.

7. If an employee hired under this agreement does not accept any of the functional unit opportunities per #6 above, offered to them in seniority order, management shall assign the employee to a functional unit in accordance with #6 above in seniority order. This will be specified to the candidate during the offer of the employment.
8. Agencies will make reasonable efforts to keep newly hired employees on the same shift they are initially assigned giving due consideration to the needs of the employee.
9. Agencies will provide notice to the Union of the functional unit assignments offered to the newly hired employees by providing copies of the letters sent to the employees as set forth in paragraph five (5) above. Agencies will provide the Union a list of hires made under this agreement every month.
10. Agencies understand the challenges of orienting new employees with a pending functional unit assignment and will pursue adequate orientation and training to increase the success of the employee.
11. Agency management, DAS Human Resources, Labor Relations staff, and the Union shall meet within thirty (30) days following the full execution of this agreement to establish a cadence for transfer events/job fairs/ etc. as outlined in #6 above with the mutual goal of expediting hiring.
12. Nothing herein shall prevent the union from requesting additional meetings with a specific agency to discuss improvements or concerns as outlined in #11 above.
13. This agreement is specific to the agencies and classifications set forth herein, and no one agency can opt in or out of the agreement except by mutual agreement of all the parties. The parties shall meet in six (6) months or as needed to review the efficacy of the agreement, to discuss the effectiveness of the agreement and to make any potential modifications.
14. This agreement is specific to the agencies and classifications set forth herein, and no one agency can opt in or out of the agreement except by mutual agreement of all the parties. If either party wishes to amend or otherwise alter this agreement, they will arrange a meeting to discuss no later than July 15, 2023 to review proposed changes and decide on a new agreement.
15. This agreement does not supersede or diminish existing agreements at DDS and DMHAS.

Rebecca Simonson 7/29/22

For the Union

G.L. De 7/29/2022

For the Department of Administrative Services

D.B. Cook 7/29/22

For the Office of Labor Relations