



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

June 18, 2020

GENERAL NOTICE NO. 2020-03

TO: Labor Relations Designees

RE: Mandatory COVID-19 Testing

The Office of Labor Relations has concluded impact bargaining with SEBAC representing the constituent bargaining units concerning the State's desire to impose mandatory testing for the COVID-19 virus. After numerous discussions, the parties reached an agreement on most of the issues. Those terms are summarized as follows:

1. The Unions have been informed that the employer will mandate COVID19 testing on state time for certain State employees. It is currently focused on five executive branch agencies with direct care/custody responsibility. (They are the Department of Correction, the Department of Children and Families, the Department of Mental Health and Addiction Services, the Department of Developmental Services, and the Department of Veterans' Affairs.) The parties will continue to discuss additional agencies or parts of agencies that will be added. It is understood that the individuals to be tested and the frequency will fluctuate based upon need. Test results shall be provided to the employee and the employer.
2. Employees in such agencies or parts of agencies who are asymptomatic, and who test positive, will be eligible for an additional leave period pursuant to Section 5-248(a) C.G.S. which was initially provided to all employees to cover absences for scheduled work hours during a 14-calendar day period. This additional leave is only available if the first 14-day period was previously used.
3. It is understood that some employees in the designated agencies (or parts of agencies) may volunteer to be tested. Those employees who are asymptomatic and test positive will be eligible for the same additional leave period.
4. If an employee in any agency is told to leave or not to report to work because of the results of contact-tracing, due to COVID19-related guidance to agencies, or because of COVID-like symptoms, that employee shall be directed to get tested within 48 hours. Such employee shall be provided with 5-248(a) leave for the period of absence, not to exceed the scheduled work hours during the

14-day period. If the employee who was contact-traced, was removed because of COVID 19 symptoms, or COVID 19 related guidance to agencies tests negative and is asymptomatic, the employee shall report to work on the next scheduled workday rather than use 5-248(a) time under this agreement.

5. Any employee in a designated agency or part of agency, or who is directed to be tested, including under paragraph 4 above, who refuses to be tested shall immediately be placed on an unpaid leave of absence until he/she submits to testing, or testing is no longer required.
6. If the employer directs an employee not to come to work due to a subsequent positive test result, after the employee has been self-quarantined for the requisite 14-day period and released by a physician, then the employee shall continue to receive pay pursuant to 5-248(a). It is not expected, however, that the employer will refuse to allow an employee to return to work who is fever free for 72 hours. The employer may direct the employee to get another test.
7. Unions may challenge any alleged violation of this agreement under their contractual grievance procedure.
8. The Employer has determined that compensation during the period of leave shall be the employees' base pay. No amount of overtime compensation shall be included. The Unions have disagreed. The parties agree that they have reached impasse on that issue.
9. This satisfies the parties' obligation to bargain the impact of mandatory COVID 19 testing.

This agreement does not supersede or waive any contractual provision or right that exists independent of the Agreement. This Agreement only pertains to situations arising from COVID-19 testing mandated by the employer and the consequences resulting from such action. If you have any questions, please contact Fae Brown-Brewton at: Sandra.brown-brewton@ct.gov.

S. Fae Brown-Brewton

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Undersecretary for Labor Relations