



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
AND
DEPARTMENT OF ADMINISTRATIVE SERVICES

To: Agency Heads

From: Konstantinos Diamantis, Deputy Secretary
Office of Policy and Management

Josh Geballe, Commissioner
Department of Administrative Services

Date: August 2nd, 2021

Subject: Revised Transition Telework Agreement

The State and SEBAC have reached a revised agreement resolving the disputes related to telework and its role in transitioning employees back into the workplace. As before, it is of a limited duration, with the ultimate goal of final resolution on the telework issue for executive branch employees in the DAS/OLR serviced bargaining units.

When the pandemic first emerged in the United States, Governor Ned Lamont acted quickly to ensure the safety of Connecticut's citizenry. He ordered everyone to "stay home and stay safe" to the fullest extent possible. To that end, the State and SEBAC representatives shook hands and agreed that notwithstanding our ongoing telework negotiations pursuant to the SEBAC 2017 Agreement, neither party would hold our extraordinary efforts to keep employees safe against the other as it pertained to development of a final telework agreement.

The State quickly directed employees who were able to telework, to do so, notwithstanding ongoing security and other legitimate concerns the parties had not fully resolved as part of the SEBAC 2017 telework negotiations. Fast-forward, and against this backdrop, the parties endeavored to reach an agreement that allowed a measured and deliberate return to the workplace consistent with the Governor's March 13, 2021 email to employees. In our efforts to move quickly, there were some misunderstandings that led to confusion, disappointment, and ultimately legal action. The parties agree that there is little for either side to gain through protracted litigation and have reached this revised agreement.

The revised transition agreement applies to those persons who have been teleworking and have been able to perform the majority of their job duties since late March 2020. It does not apply to

those who were given alternate assignments. It does not apply to those who have had a steady in-office presence prior to the Governor's May 13th announcement, including those in front-facing customer service operations. It does not apply to those in hazardous duty covered positions. It does not apply to those who teleworked due to restrictions resultant from Executive Orders that have been lifted, or similar effects necessitated by a change in service-delivery. The revised transition agreement addresses the first sixty (60) days following full execution of the agreement as a "reset period." It provides direction on the period after the reset period to December 31, 2021. Finally, it incorporates a process for bringing the issue to full resolution.

The Reset Period: For sixty (60) days following the execution of the revised agreement, employees who were teleworking prior to the Governor's May 13th email have the choice of returning to their pre-July 1 schedule (i.e., the one that was in effect during the approximate period of March 2020 through July 1, 2021), or they can continue with whatever is in place currently. It should be noted however, as with the original Transition Agreement, the choice to return to the pre-July 1st schedule does not apply to hazardous duty employees, or "those whose consistent presence at the work site or in the field is now required because of the reopening of in-person operations which were suspended during the pre-July 1, 2021, period." If operations have reopened at an employee's worksite or in the field and those operations can't be performed by teleworking at a 50% schedule, the employee will only be approved for the amount of telework, if any, that can be performed from the employee's home.

Post Reset Period: Following the 60-day period through December 31, 2021, eligible employees (covered under the "reset period") will be eligible to apply to telework at as high a percentage of their scheduled hours as they believe is consistent with operational needs and job duties. These applications will be submitted during the reset period so that there will be time for review prior to the expiration of the 60 days. A request of 50% of scheduled work hours or less by these employees will be granted. Requests above the 50% cap may be approved "if, in the opinion of the agency head, following review of such request and the input of the employee's supervisors or managers, job duties and operational needs support such action." Management's decisions regarding telework greater than 50% during the post-reset period are not subject to challenge. COVID-fragile employees (due to their own or a family member's serious medical condition) may telework up to 100% of the scheduled hours through December 31, 2021.

Final Agreement: The revised agreement incorporates a structure for negotiation, and if necessary, arbitration of a final agreement which we expect to be effective by 12/31/2021. The parties have agreed to immediate implementation of that new agreement or award. But, if a particular provision requires a legislative appropriation and approval, it could not be implemented before mid-March of 2022. Unless the parties reach an agreement, the issue of "what, if any, cap shall be imposed on the number of days or percentage of the scheduled work hours, during the biweekly pay period, an eligible employee may telework" is an issue that will be arbitrated this fall.

The revised agreement allows for the granting of telework greater than 50%, in circumstances that require a higher level of teleworking, including but not limited to inadequate social distancing space for agencies that have temporarily increased staffing due to pandemic-related programmatic responses. As before, other factors can be considered in the granting of an employee's request to

continue teleworking up to 100%. This includes granting an employee's request to continue teleworking up to 100% to protect the employee or a COVID-fragile¹ family member. Employees making such requests must provide supporting medical documentation to the Agency's Human Resources Office which will maintain the confidentiality of said information. The documentation must include identification of the ailment causing the employee or family member to be COVID fragile or why the vaccine is contra-indicated.

Just as the prior agreement allowed the Employer to remove the telework option when an employee's performance or production became problematic, the revised agreement includes a "clear and convincing" standard for arbitral review. The revised agreement has a built-in structure for reaching a final telework agreement, which will bring this issue to finality in the near future.

¹ "COVID fragile" is labor-relations parlance intended to capture the universe of those "at increased risk" (see <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/index.html>). "COVID fragile" conditions include comorbidities that can render people more likely to get severely ill from COVID-19 or have a severe/adverse reaction to the vaccine. They include, but are not limited to: cancer, chronic kidney disease, chronic lung diseases, including COPD (chronic obstructive pulmonary disease), asthma (moderate-to-severe), interstitial lung disease, cystic fibrosis, pulmonary hypertension, heart conditions (such as heart failure, coronary artery disease, cardiomyopathies or hypertension), HIV infection, immunocompromised state (weakened immune system), sickle cell disease or thalassemia, solid organ or blood stem cell transplant, etc.