# COLLECTIVE BARGAINING AGREEMENT

# BETWEEN
# STATE OF CONNECTICUT
# AND
# AFSCME COUNCIL 4, LOCAL 3419
# DCF PROGRAM SUPERVISORS (P-8)

**July 1, 2021 to June 30, 2024**

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## PREAMBLE

**STATE OF CONNECTICUT,** acting by and through the Office of Labor Relations, hereinafter called the "State" or the "Employer", and Local 3419 of Council #4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called "AFSCME" or the "Union", hereby agree as follows:

## ARTICLE 1 – RECOGNITION

The State of Connecticut Department of Children and Families (hereinafter referred to as the "Employer") recognizes Local 3419 of the American Federation of State, County & Municipal Employees (AFSCME) AFL-CIO (hereinafter referred to as the "Union") as the exclusive bargaining representative of all Department of Children and Families Program Supervisors (formerly referred to as Program Managers at the time of certification) whose classifications were assigned to the certified unit by action of the Connecticut State Board of Labor Relations under Certification Decision No. 4972 dated August 10, 2017, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment.

## ARTICLE 2 – ENTIRE AGREEMENT

This Agreement, upon legislative approval and ratification, (where applicable), supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

Therefore, the State and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE 3 – NO STRIKE/NO LOCKOUT

**Section One.** Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sickout, or any interference with the mission of any State Agency.

**Section Two.** The Union shall exert its best efforts to prevent or terminate any violation of Section One of this Article.

**Section Three**. The Employer agrees that during the life of this Agreement there shall be no lockout.

## ARTICLE 4 – MANAGEMENT RIGHTS

Except as otherwise limited by an express provision of this Agreement, the State reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include, but are not limited to, establishing standards of productivity and performance of its employees; determining the mission of an agency and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classification; classification and pay grade for newly created jobs; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies. Except as otherwise limited by an express provision of this Agreement, inherent management rights are not subject to the grievance procedure.

## ARTICLE 5 – UNION RIGHTS

**Section One.** Employer representatives shall deal exclusively with Union designated stewards or representatives in the processing of grievances or any other aspect of contract administration.

**Section Two.** The Union shall furnish the Employer with the list of all employee representatives (stewards) and Union staff representatives authorized to represent employees covered by this Agreement, specifying their jurisdictions, and shall maintain the currency of said list. The Union shall be limited to six (6) stewards. Steward jurisdiction shall be determined exclusively by the Union. Management may rely on the representation of a steward that s/he is appropriately acting within her/his jurisdiction. Union staff representatives may be present at Labor-Management Committee meetings and at each and every step of the grievance procedure.

**Section Three.** Access to Premises. Union representatives (staff or steward assigned) shall be permitted to enter the facilities of an agency at any reasonable time for the purpose of processing filed grievances, or fulfilling its role as collective bargaining agent, provided that they give notice of their intended visit and, upon arrival, they immediately give notice of their presence to the supervisor in charge and do not interfere with the performance of duties.

**Section Four. Role of Steward in Processing Grievances.** Stewards will give notice to their immediate supervisors when they desire to leave work assignments to properly and expeditiously carry out their duties in connection with this Agreement. Permission shall be granted unless the work situation or an emergency demands otherwise. When contacting an employee, the steward will first report to and obtain permission to see the employee from his/her supervisor, and permission will be granted unless the work situation or an emergency demands otherwise. If the immediate supervisor is unavailable, permission will be requested from the next level of supervision. Requests by stewards will state the name of the employee involved, his/her location, indicating briefly the general nature of the Union business to be discussed, and the approximate time that will be needed.

Stewards thus engaged will report back to their supervisors on completion of such duties and return to their job and will suffer no loss of pay or other benefits as a result thereof.

The Union will cooperate to see that stewards confine discussion to the issues involved. Should problems develop, management will bring such to the attention of the Union.

Stewards shall not be authorized to be signatory for the Local Union in any agreement and/or understanding between the union and the employer. The signatory shall be the Local President, or specifically authorized designee, which may, at the president's discretion, include local officers and/or staff representatives. The Management signatory shall be the Commissioner or equivalent of the agency or a management employee specifically authorized by the Commissioner, or in the case of any agreement and/or understanding requiring the signature of a representative of the Office of Labor Relations, a Labor Relations Specialist or higher representative of the Office of Labor Relations. Any agreement or understanding not signed by authorized signatories shall not be valid.

**Section Five. Bulletin Boards.** The State will furnish reasonable bulletin board space in each institution, which the Union may utilize for its announcements. Bulletin board space shall not be used for material that is of a partisan political nature or is inflammatory or derogatory to the State employer or any of its officers or employees. The Union shall limit its posting of notices and bulletins to such bulletin board space.

**Section Six. Access to Information.** The Employer agrees to provide the Union, upon written request to the Agency Human Resources Director, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. Within two (2) weeks of receipt of a written request for such information, the Employer shall either provide the information or notify the Union of whether the information is available or not, and the date on which it can be provided. The Union shall reimburse the state for the expense and time spent for photocopying extensive information and otherwise as permitted under the State Freedom of Information Law. The Union shall not have access to privileged or confidential information.

**Section Seven. Union Business Leave. (a)** Paid leave shall be granted in the amount of twenty-four (24) person days per year to Union officials, Stewards, representatives or designees for Union business related functions.

Leave in the first year may be supplemented by not more than ten percent (10%) of the bank from year two. Leave in the second year may be supplemented by not more than ten percent (10%) of the bank from year three. Likewise, a sum not to exceed ten percent (10%) of the annual bank may be carried over into a succeeding year, but all leave excess shall expire on the final date of this Agreement. A copy of the request shall be provided to the employing agency.

Requests for time off under this section shall be made in writing to the Office of Labor Relations at least two (2) weeks in advance except in emergency situations.

**Section Eight. Use of Employer Facilities. (a)** The Employer will permit use of certain facilities for Union meetings, subject to operating needs. Requests for use of facilities shall be made in advance to the appropriate agency official. The Union shall reimburse the State for any additional expense, such as security or maintenance costs, incurred as a result of Union use of facilities.

**(b)** The Employer will permit the Union to leave handouts in a specified area and to allow the Union to stuff mail boxes where available. Employees will be permitted to carry Union mail between offices and/or departments as long as such activity does not interfere with performance of duties.

**(c)** The Union officers, stewards or members may, if immediate action is required to resolve a question or matter within the scope of the Union's duties as exclusive representative, use the telephone facilities, subject to the reasonable discretion of management as to whether and how long the phone may be used. The Union shall reimburse the State for any long distance charges incurred.

**Section Nine.** Absent emergencies, the President of Local 3419 will be allowed to attend, without loss of pay, Step II and Arbitration hearings as well as prohibited practice conferences concerning matters emanating from the Local. If the President is unable to attend, a designee may, without loss of pay, be substituted subject to any operating needs. It is the intent of this Section that in most instances the President will be the person to attend such hearings and the use of designees will be limited to those situations where the President is unavailable.

The President will also be allowed to attend Labor Management Committee meetings at the agency level. Attendance by the President or a designee shall count towards the seven (7) representatives allowed each party at such meetings in accordance with Article 25.

**Section Ten. Orientation.** Up to once a month, as applicable, at each facility, all new employees shall be released from work, if they so desire, for one hour without loss of pay to attend a Union orientation. The time and location of such orientation shall be determined by mutual agreement of the Union and the Employer.

## ARTICLE 6 – UNION SECURITY AND PAYROLL DEDUCTIONS

**Section One.** Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

**Section Two.** The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

**Section Three.** The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Below is the version of the agreement currently available and in use which bargaining unit members are to sign. Should this language change, the Union will provide the State with an updated version within ten (10) business days, and the State will update online and later-printed versions of this CBA accordingly.

**American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction**

**I hereby apply for membership in AFSCME Council 4 (hereafter the "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assign to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.**

**Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they maybe adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.**

**This voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union, subject to the revocation provisions in the General Statutes of Connecticut. For municipal Employees, if the applicable collective-bargaining agreement does not address revocation, then this voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not more than ten (10)**

**days before and not more than twenty (20) days after the end of any yearly period. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.**

**I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. This authorization and assignment shall remain in effect if my employment with the Employer ends and I am later re-employed by the Employer.**

**Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, state law may extend favored tax treatment.**

Should a bargaining unit member approach the State or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly to the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4.

**Section Four.** Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, an Agency may request a dues reconciliation not more than twice per contract year.

**Section Five.** The amount of dues deducted under this Article, together with a list of all employees for whom said deductions were made, as well as a list of all employees in the bargaining unit, shall be remitted to the appropriate designee identified by AFSCME Council #4 promptly after the payroll period in which such deductions are made.

The State will furnish AFSCME Council #4, each month, with the names of new members of the bargaining unit as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to {designate recipient} and shall include the new bargaining unit member's work location.

**Section Six**. In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with process outlined in Section Two above.

**Section Seven**. No payroll deduction of dues shall be made from workers' compensation or for any payroll period in which earnings received are sufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question.

**Section Eight**. The Union agrees to indemnify the State for any damages or costs incurred in defense of actions taken under this Article by the State.

## ARTICLE 7 – SERVICE RATINGS

**Section One.** All Program Supervisors shall receive an annual evaluation within three months prior to the employee's annual increment date. For employees with a January AI date this will be October 1, employees with a July AI date, April 1. Service ratings may be issued: (1) during any working test period, (2) when the employer wishes to amend a previously submitted less than good rating due to marked improvement, (3) and at such other times as the appointing authority deems that the quality of service of a Program Supervisor should be recorded.

No second "unsatisfactory" rating shall be given until the employer has implemented a remedial plan, i.e., performance improvement plan ("PIP"), which specifically identifies the deficiencies and the steps the employee needs to take to cure the deficiencies. The remedial plan must be in place for at least six (6) months before the employer issues another service rating. The Employer retains all other contractually or statutorily permitted mechanisms for assessing employee performance. Any files maintained concerning interim conferences shall be in the form of supervisory notes and shall not be on the established rating form.

**Section Two.** A service rating will be conducted by the management designee familiar with the Program Supervisor's performance in his/her current job assignment.

**Section Three.** There shall be two overall ratings: "satisfactory" and "unsatisfactory." Ratings of "fair" in two (2) categories that make up the overall ratings and/or "unsatisfactory" in one (1) or more categories that make up the overall ratings shall constitute an overall rating of "unsatisfactory." Any other combination of ratings shall be considered an overall rating of "satisfactory."

**Section Four.** A Program Supervisor may only appeal an overall evaluation in which the evaluation was other than "satisfactory." The evaluator bears the burden of demonstrating the appropriateness of said evaluation. The evaluator shall document in writing any category rating of "fair" or "unsatisfactory." The explanation may include suggestions to improve the category rating.

**Section Five.** The service rating form remains a negotiated document.

## ARTICLE 8 – SENIORITY

**Section One.**

**(a)** Seniority is defined as an employee's length of uninterrupted State service.

**(b)** A Program Supervisor's seniority shall accrue during the following periods while employed by the Department of Children and Families:

**(1)** War service;
**(2)** Granted military leave;
**(3)** Paid leave;
**(4)** Workers' Compensation;
**(5)** Unpaid sick leave, disability, family emergency due to illness, and authorized leaves of absence (provided that the Program Supervisor returns to work immediately following the leave);
**(6)** Non-disability maternity leave of up to six (6) months;
**(7)** Layoff, to a maximum of twelve (12) months or the length of the Program Supervisor's service, whichever is less, if reemployed within three (3) years;
**(8)** Union leave of any length; and
**(9)** Sick leave bank time.

For part-time Program Supervisors, seniority will be pro-rated in accordance with the number of hours worked.

**Section Two.** Seniority shall not be computed until after the Working Test Period, retroactive to date of hire.

**Section Three.** Seniority shall be deemed broken by: (a) termination of employment caused by resignation, dismissal or retirement; (b) failure to report for five (5) working days without authorization unless the Program Supervisor provides a valid reason for not notifying the agency; or (c) any other termination not in good standing.

Credit for seniority up to a break in service will be granted to any Program Supervisor with permanent status who is reemployed within one (1) year after termination in good standing, including reemployment from retirement.

**Section Four.** Seniority lists shall be maintained electronically with October 1 the target date for completion of seniority lists.

## ARTICLE 9 – ORDER OF LAYOFF OR REEMPLOYMENT

**Section One.** A layoff is defined as the involuntary, non-disciplinary separation of a Program Supervisor from State service because of lack of work, economic necessity, or reorganization.

**Section Two.** If seniority of two (2) or more Program Supervisors in the bargaining unit is exactly the same, the more senior Program Supervisor shall be determined by considering first total state service. If total state service is the same, the more senior Program Supervisor will be the individual whose social security number's last four digits is greater in value.

**Section Three.** No Program Supervisor shall be laid off if any Program Supervisor with less seniority is to be retained (subject to Section Two supra).

**Section Four.** The Employer shall give a Program Supervisor and the Union not less than six (6) weeks written notice of layoff, stating the reason for such action.

**Section Five. No Outside Bumping.** In no event shall any State employee from outside of the Department of Children and Families be permitted to bump a currently employed Program Supervisor from his or her employment with the Department of Children and Families or otherwise force such currently employed Program Supervisor to leave his or her employment with the Department of Children and Families.

**Section Six. Reemployment List.**

**(a)** The names of permanent Program Supervisors who are eligible for reemployment shall be arranged on appropriate reemployment lists in order of seniority as defined in Article 8 above, and shall remain thereon for a period of three (3) years.

**(b)** Program Supervisors shall be entitled to specify for placement on the reemployment list for any or all classes in which they formerly held permanent status or which are deemed comparable. In the event that a Program Supervisor 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 that list.

**(c)** A Program Supervisor appointed to a position from a lower class from which the Program Supervisor was laid off, shall remain eligible for reemployment to the higher classification. A Program Supervisor appointed to a position from the reemployment list to a lower class shall be paid for the service in such lower classification at the closest rate in the lower salary range to the Program Supervisor's former salary in the higher classification from which he or she was laid off, but not more than the rate the Program Supervisor was receiving at that time of layoff.

**(d)** There shall be no appointment from outside State service until laid-off Program Supervisors eligible for rehire and qualified for the position involved are offered reemployment.

## ARTICLE 10 – TRANSFERS

**Section One.** A permanent employee may apply in response to a posting for transfer to a specific shift or work location. DCF Program Supervisor positions shall be posted and a copy shall be provided contemporaneously to the Union's president.

In general, no application for employee transfer will be accepted within one (1) year of the effective date of an employee-initiated transfer.

**Section Two.** When a vacancy occurs in a classification, the agency will review the applications of permanent employees whose most recent annual evaluation is satisfactory or better and are seeking lateral transfer to the shift or work location where the vacancy exists. Of those applicants who are equally qualified for the vacancy, preference will be given to the employee with the greatest seniority as defined in Article 8, Section One. "Equally qualified" shall mean all employees who hold permanent status in the same job classification and possess the special skills and/or background required for the position as proscribed by management and set forth in the job posting. Under no circumstances shall a less senior employee grieve the selection of a more senior employee.

**Section Three.** This Article shall not be deemed to limit the agency's right to fill a vacancy by some means other than lateral transfer when the need for training, operational efficiency, staffing and service requirements, need for special skills or background, or compliance with Federal or State programs so dictate. The agency's decision concerning such factors shall be final. However, the Union and/or the most senior qualified employee(s) requesting transfer to such vacancy, if adversely affected by such decision, shall, upon request, be provided with a formal explanation of the basis for the decision. The Union or any employee(s) may grieve concerning a pattern of unreasonable denial to qualified transfer applicants up to the Office of Labor Relations whose decision shall be final.

**Section Four.** In order to fulfill the service needs of clients and/or the Agency mission, involuntary transfers may be necessary. Involuntary transfers shall be governed by the following:

(a) Volunteers will be solicited before involuntary transfers are made.

(b) The Employer shall not transfer an employee for disciplinary purposes, nor solely for the benefit of another.

(c) In choosing among employees in a job classification who are equally qualified, as defined in Section 2 above, for the position to which there will be a transfer the Employer shall select the least senior employee, subject to the following:

1. When an employee is involuntarily transferred as provided herein, he/she shall retain the first right for return to a position, if equally qualified as defined above, in the location from which the employee transferred, when such becomes available. Failure to exercise this right of return when it first occurs will forfeit any priority claim to the position.

2. A minimum of three (3) weeks notice shall be given to the employee for the involuntary transfer.

3. Any employee whose round-trip commuting distance (home to work to home) would increase by eighty (80) miles over current commuting distance shall not be considered for such transfer.

(d) Any alleged violation of this Section shall be grievable but not arbitrable.

**Section Five.** The Union and the Employer recognize that there are situations when a change in work surroundings of a particular employee is in the best interest of all parties. Where such situations are present, the Agency or the Union shall apprise the other. With the agreement of the Local Union President and the Agency the transfer will be permitted.

**Section Six.** Local President may present possible swap opportunities to Agency HR Director or designee. Swap requests will be granted at the discretion of the Agency. Denials will be responded to within 30 days of receipt of the request. Denial of swap requests shall be neither grievable nor arbitrable.

## ARTICLE 11 – DISMISSAL SUSPENSION, DEMOTION OR OTHER DISCIPLINE

**Section One.** No Program Supervisor who has attained permanent status shall be discharged, demoted, suspended without pay, or reprimanded except for just cause. Prior to imposing discipline, Conn. Agencies Regs. § 5-240-7a will apply.

**Section Two.** Discipline may be imposed by any designee of the employer who is not a member of the bargaining unit, and the employer shall inform the Program Supervisor in writing of any dismissal, suspension, demotion, or reprimand, the effective date of such action, and the reasons for such action.

Grievances concerning dismissal, suspension or disciplinary demotion shall be submitted directly to Step II of the grievance procedure within fifteen (15) days of the receipt of official notification of such action. The fifteen (15) days referenced herein commence with receipt by the Union (Union representative) of a copy of the notification of discipline. In the event the notification is mailed to the Union, it shall be by certified mail. When feasible, the Union will provide the agency with a concurrent copy of the Step II filing. All other grievances shall be filed at Step I.

**Section Three.** The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and will supersede any preexisting forums.

**Section Four.** Placement of a Program Supervisor on a paid leave of absence shall be governed by Regulation 5-240-5a to permit investigation.

**Section Five. Interrogation.** A Program Supervisor who is being interrogated concerning an incident or action which may subject him/her to disciplinary action shall be notified of his/her right to have a Union Steward or other representative present upon request, provided however, this provision shall not unreasonably delay completion of the interrogation. However, no Program Supervisor will be forced to appear on the day/shift of such notice. This provision shall be applicable to interrogation before, during or after the filing of a charge against a Program Supervisor or notification to the Program Supervisor of disciplinary action.

**Section Six.** Whenever practicable, the investigation, interrogation or discipline of Program Supervisor shall be scheduled in a manner intended to conform with the Program Supervisor's work schedule. When any Program Supervisor is called to appear at any time beyond his/her normal work time and actually testifies, he/she shall be deemed to be actually working. This provision shall not apply to Union Stewards.

**Section Seven.** Written reprimands, counseling letters, and warnings shall be included in the Program Supervisor's personnel file and, if not merged in the next service rating, shall be expunged after twelve months from the date of reprimand or warning. Written reprimands will be grievable but not arbitrable unless and until used as grounds, in whole or in part, for other disciplinary action, or constitute the basis of a decision not to select a Program Supervisor for a promotion.

## ARTICLE 12 – GRIEVANCE PROCEDURE

**Section One. Definition.** Grievance. A grievance is defined as, and limited to, a written complaint involving an alleged violation or a dispute involving the application or interpretation of a specific provision of this Agreement.

**Section Two. Format.** Grievances shall be filed on mutually agreed forms which specify: (a) the facts, (b) the issue, (c) the date of the violation alleged, (d) the specific controlling contract provision, and (e) the remedy or relief sought. Any grievance may be amended up to and including Step II of the grievance procedure so long as the factual basis of the complaint is not materially altered.

**Section Three. Grievant.** A Union representative, with or without the aggrieved employee, may submit a grievance, and the Union may in appropriate cases submit an "institutional" or "general" grievance on its own behalf. When an individual employee or group of employees elects to submit a grievance without Union representation, the Union's representative or steward shall be notified of the pending grievance, shall be provided a copy thereof, and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting but shall be provided with a copy of the written response to the grievance. The steward shall be entitled to receive from the Employer all documents pertinent to the disposition of the grievance and to file statements of position.

**Section Four. Informal Resolutions.** The grievance procedure outlined herein is designed to facilitate resolution of disputes at the lowest possible level of the procedure. It is therefore urged that the parties attempt informal resolution of all disputes and to avoid the formal procedures.

**Section Five.** A grievance shall be deemed waived unless submitted at Step I within thirty (30) days from the date of the cause of the grievance or within (30) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance.

**Section Six. The Grievance Procedure**.

Step I. Agency Head or Designee. A grievance shall be submitted to the Agency Head or designee within the thirty (30) day period specified in Section Five. Such Agency Head or designee shall meet with the Union representative and/or the grievant within ten (10) days of receipt of the grievance and issue a written response within ten (10) days after such meeting. The agency head shall delegate a single person to receive electronic filings at step one. Such filings shall be considered timely if sent within the 30 day time period.

Step II. The Office of Labor Relations. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary for Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for

submission to arbitration unless and until the Undersecretary for Labor Relations has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to the Undersecretary for Labor Relations within twenty (20) days of the date of the Step I response. Said Undersecretary or his/her designee may hold a conference within sixty (60) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference. Submission of a grievance to Step II shall be via electronic mail to an email address designated by the Undersecretary for Labor Relations. Each grievance shall be a separate PDF file. The Office of Labor Relations shall acknowledge receipt of said grievance by responsive email.

Step III. Arbitration. Within fourteen (14) days after the Employer's answer is due at Step II or if no conference is held within sixty (60) days, within fourteen (14) days after the expiration of the sixty (60) day period, or within fourteen (14) days of the union's receipt of the step II answer an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee(s), except that individual employees may submit to arbitration in cases of dismissal or suspension of more than five (5) working days, and shall bear half the cost of arbitration and associated expenses. Submission to arbitration shall be via electronic mail to an email address designated by the Undersecretary for Labor Relations.

For purposes of this Section, timeliness of electronic submissions shall be determined based upon the electronic record of the parties.

**Section Seven.** For the purpose of the time limits hereunder, "day" means calendar day unless otherwise specified. The parties by mutual agreement may extend time limits or waive any or all of the steps hereinbefore cited.

**Section Eight**. In the event that the employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits therefore shall apply as if the employer's answer had been filed timely on that last day. The grievant assents to the last attempted resolution by failing timely to appeal timely said decision or by accepting said decision in writing.

**Section Nine. Arbitration.**

(a) The parties shall establish a panel of three (3) arbitrators from which a specific arbitrator shall be selected on a rotational basis. Normally, arbitrators shall be scheduled to hear arbitration cases filed for hearing on a rotating basis, by alphabetical order, unless the parties agree to the contrary in any case. The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases when the Union is not a party, one-half the cost shall be borne by the State and the other half by the party submitting to arbitration.

A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice requirement shall be waived in instances of new evidence discovered during the arbitration hearing, except that in this event, the responding party may defer hearing the arbitrability for 7 days.

On grievances when the question of arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator, a separate arbitrator shall be appointed at the request of either party to determine the issue of arbitrability. Whether or not a separate arbitrator has been appointed for arbitrability, upon request of either party, the hearing shall be bifurcated.

(b) The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his/her appointment. In cases of dismissals, demotions or suspension in excess of five (5) days, the parties shall request the arbitrator to maintain a recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof. The State will continue its practice of paid leave time for witnesses of either party.

(c) The arbitrator or arbitration panel shall be limited to the application of the provisions of this Agreement, shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I.

The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes § 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on competent jurisdiction to construe any such award as contravening the public interest.

The parties may, by mutual agreement, consolidate for hearing by a single arbitrator two (2) or more grievances arising out of the same or similar fact situations or involving the same issues of contract interpretation or both.

Either party, upon written notice to the other, between March 1st and March 31st of each contract year may remove an arbitrator(s). By July 1st the parties will have a reconstituted mutually agreed upon panel of three (3) arbitrators for the succeeding year. The parties may waive the July 1 date by written agreement.

**Section Ten.** Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance or arbitration procedure:

(a) Dismissal of employees during the initial working test period;
(b) The decision to lay off, or non-disciplinary termination of employees, provided that the employer shall provide the Union, upon request, supportive data regarding the decision to lay off;
(c) Compliance with health and safety standards covered by Connecticut OSHA;
(d) Selection of interviewees for job vacancies;
(e) Any incident which occurred or failed to occur prior to the effective date of this Agreement;
(f) Those inherent management rights not restricted by a specific provision of this Agreement;

(g) Disputes over claimed unlawful discrimination shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact.

**Section Eleven.** The conferences of the grievance procedure and arbitration hearings shall be closed to the public unless the parties mutually agree otherwise.

## ARTICLE 13 – COMPENSATION

**Section One. General Wage Increases.**

**(a)** Effective and retroactive to July 1, 2021 and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for Program Supervisors who are active employees in the bargaining unit on the date of legislative ratification.

**(b)** Effective with the pay period that includes July 1, 2022, the base annual salary for all Program Supervisors shall be increased by two and one-half percent (2.5%). The increase shall apply to all Program Supervisors who are active employees in the bargaining unit on July 1, 2022.

**(c)** Effective with the pay period that includes July 1, 2023, the base annual salary for all Program Supervisors shall be increased by two and one-half percent (2.5%). The increase shall apply to all Program Supervisors who are active employees in the bargaining unit on July 1, 2023.

**Section Two. Annual Increments.**

**(a)** Effective and retroactive to the pay period that includes January 1, 2022 and upon legislative approval, bargaining unit members shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2021-2022, but not to exceed the maximum of the salary range. Those bargaining unit members at the maximum rate of the salary schedule shall receive a lump sum payment of two percent (2.0%) of their salary, minus the percentage value of any increment they received on that date. This retroactive increment shall be paid to Program Supervisors who are active employees in the bargaining unit on the date of legislative ratification.

**(b)** Effective with the pay period that includes January 1, 2023, bargaining unit members shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2022-2023, but not to exceed the maximum of the salary range. Those bargaining unit members at the maximum rate of the salary schedule shall receive a lump sum payment of two percent (2.0%) of their salary, minus the percentage value of any increment they received on that date.

**(c)** Effective with the pay period that includes January 1, 2024, bargaining unit members shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2023-2024, but not to exceed the maximum of the salary range. Those bargaining unit members at the maximum rate of the salary schedule shall receive a lump sum payment of two percent (2.0%) of their salary, minus the percentage value of any increment they received on that date.

**Section Three. Special Lump Sum Payments.**

**(a)** Effective and retroactive to July 1, 2021, and upon legislative approval, full-time Program Supervisors shall receive a two thousand five hundred dollar ($2,500) special lump sum payment. This special lump sum payment shall be pro-rated for part-time Program Supervisors. The special lump sum payment shall be paid to Program Supervisors who are an active employee on the date of legislative ratification.

**(b)** Effective July 1, 2022, full-time Program Supervisors who are active and in the bargaining unit on that date shall receive a one thousand dollar ($1,000) special lump sum payment. This special lump sum payment shall be pro-rated for part-time Program Supervisors and shall be paid in the payroll including July 1, 2022.

**Section Four.** In the event that the State determines that an employee has been overpaid, the employee will be notified in writing and the State shall meet with the affected employee and the Union. The State shall arrange to recover such overpayment from the employee over the same period of time the overpayment was made unless the State and employee agree to some other arrangement. Should the employee contest whether or how much he/she was overpaid, the refund procedure shall be stayed until the appeal is resolved.

**Section Five.** Effective ninety (90) days following Legislative Approval of this Agreement, all employees shall be paid through direct deposit.

## ARTICLE 14 – COMPENSATORY TIME

**Section One.** All program supervisors shall be eligible for pre-approved compensatory time after fifty (50) hours of work per week. Such approval must be in writing by a manager. Compensatory time shall not be a basis for compensation at any point other than upon its use, including but not limited to termination, separation or retirement. Program supervisors are expected to use compensatory time within 12 months after it is earned; such accumulation shall expire after 12 months. Requests to use compensatory time shall be made to management as far in advance as possible. Such requests will be approved based on the operational needs of the agency. When available, program supervisors may use compensatory time accruals for pre-approved time off, in lieu of other types of accrued leave.

**Section Two.** Program Supervisors shall record all hours worked in a manner determined by the employer. DCF will maintain records concerning the earning and usage of compensatory time within the bargaining unit based on payroll records. The Union may request such records no more than once per quarter on a calendar-year basis.

## ARTICLE 15 – COMPENSATORY TIME (CARELINE ONLY)

Careline Program Supervisors shall receive eight (8) hours of compensatory time for each week that they perform on-call duties for Careline. Such compensatory time shall not be a basis for compensation upon termination, separation or retirement. Careline Program Supervisors shall not be eligible for overtime consistent with the provisions of the federal Fair Labor Standards Act (FLSA).

## ARTICLE 16 – WORKING TEST PERIOD

**Section One.** The working test period for Program Supervisors shall be six (6) months.

**Section Two.** Within ten (10) days preceding the termination of the working test period, and at such other times as the Commissioner of Administrative Services deems appropriate, the appointing authority shall report to said Commissioner of Administrative Services whether such employee is able and willing to perform his or her duties in a manner so as to merit permanent appointment.

**Section Three.** At any time during the working test period, after fair trial, the appointing authority may remove any employee if, in the opinion of such appointing authority, the working test indicates that such employee is unable or unwilling to perform his or her duties so as to merit continuance in such position and shall report such removal to the Commissioner of Administrative Services. The name of any employee so removed, but who is considered by the Commissioner to be suitable for employment in some other department, agency or institution, may be restored to the candidate list if such list is active.

**Section Four.** Any employee who has served part of a working test period in a position in the classified service who is appointed to, and serves part of a working test period in, a position in a higher classification in a field of work directly related to his or her prior position, from which new position he or she is dismissed, shall, at his or her option, be reappointed to the position which such employee first had and his or her service in the working test period for such first position shall be deemed to include the time spent in the working test period for the higher position.

## ARTICLE 17 – HOURS OF WORK AND WORK SCHEDULES

**Section One. Standard Workweek (Excluding Careline).** The standard workweek for full-time Program Supervisors, excluding Careline, is Monday through Friday, 8:00 a.m. to 5:00 p.m. with a one hour lunch.

**Section Two. Requests for Modification.** Employees who wish to modify their existing work schedule may submit a work schedule request form to their manager. Employees may request a work schedule that begins no earlier than 7:30 a.m. and ends no later than 7:00 p.m., with a lunch period of 30 minutes, 45 minutes, or one hour. Employees may not elect to forego a lunch period, and must include in their request a specific lunch period close to the middle of the shift. Schedule modification requests will be reviewed against the needs of the Employer and requests of other employees. Requests shall not be unreasonably denied. Denials of requests for modification of work schedules shall not be grievable or arbitrable.

In the event that multiple requests are made for the same schedule within an office and not all requests can be accommodated, determination of who will be granted the schedule will be made based on seniority, as defined in Article 8. Any schedule request that is denied will be returned to the employee with the reason for denial and information on which, if any, schedules outside of the standard work schedule are available.

Once granted, the requested schedule will remain in effect until either the requester or the Employer makes a change. If operational needs can no longer be met with the modified schedule, the employee will be advised of the schedules that could be accommodated, including the standard workweek set forth in Section One. The employee will be given no less than 2 weeks' notice of a change in work schedule. Work schedules are based on the needs of an employee's current assignment and location. Any change in assignment or location may require a change in work schedule.

## ARTICLE 18 – PERSONNEL RECORDS

The provisions of C.G.S. § 31-128a, et seq. shall apply to employees covered herein.

## ARTICLE 19 – VACATION AND PERSONAL LEAVE

**Section One.** Seniority as defined in Article 8, Section 1, plus war service, shall be used to determine years of service for vacation accrual eligibility.

**Section Two.** Program Supervisors shall accrue vacation leave as follows: zero to five (0-5) years, one (l) day per month; over five (5) and under twenty (20), one and one-quarter (l-l/4) days per month; over twenty (20), one and two-thirds (l-2/3) days per month. Vacation leave shall not accrue for any calendar month in which the employee is on leave of absence without pay an aggregate of more than five (5) working days.

**Section Three.** No employee will carry over more than ten (10) days of vacation leave to the next year, provided however, that in exceptional circumstances agency permission may be granted to carry more than ten (10) days. Such permission shall not be unreasonably denied.

**Section Four.** Each "day" will be computed at eight (8) hours. Program Supervisors are eligible to begin taking paid vacation after completing six (6) months of service. Eligible Program Supervisors employed on less than a full-time basis earn vacation leave for continuous service prorated in proportion to the amount of time actually worked. Requests for vacation and personal leave should be made to management as far in advance as possible. Such requests will be approved based on the operating needs of the agency.

**Section Five.** In addition to the above, Program Supervisors shall accrue the following additional time, granted on January 1 of the following year:

| **Seniority** | **Additional Vacation** |
|---|---|
| 11 years | 1 day |
| 12 years | 2 days |
| 13 years | 3 days |
| 14 years | 4 days |
| 15 years | 5 days |

Program Supervisors with more than 20 years of seniority shall no longer be eligible for the additional accrual, as they will accrue 4 weeks per year per Section 2 above.

The maximum accumulation for current Program Supervisors shall be 120 days, or 960 hours. For Program Supervisors entering the bargaining unit after legislative approval, the maximum accumulation shall be 60 days or 480 hours.

**Section Six. Personal Leave.** In addition to vacation leave, full-time, permanent Program Supervisors who have completed six (6) months of continuous service are allowed three (3) personal leave days per calendar year. Part-time Program Supervisors who have completed six (6) months of service receive pro-rated personal leave based on the ration of the Program Supervisor's work schedule. These days may be used for personal business, including the observance of

religious holidays. Personal Leave days do not accumulate from year to year; therefore, they must be used by December 31st of each calendar year.

## ARTICLE 20 – HOLIDAYS

**Section One.** Full-time employees shall receive twelve (12) paid holidays 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, or a day designated by the State to be observed as a holiday in lieu thereof.

**Section Two.** Unless superseded in this Article, the provisions of Section 5-254 C.G.S. and the appurtenant regulations shall continue in force.

## ARTICLE 21 – FAMILY LEAVE

Family medical leave for bargaining unit employees shall be governed by federal law and the provisions set forth in Conn. Gen. Stat. § 31-51kk, et seq.

## ARTICLE 22 – SICK LEAVE

**Section One**. Each employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) days or the equivalent per completed calendar month of continuous full-time service, including authorized leave with pay, provided that:

**(l)** Such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee on the completion of the calendar month.

**(2)** An eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records.

**(3)** No such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than five (5) working days.

**(4)** Sick leave shall accrue for the first twelve months in which an employee is receiving compensation benefits in accordance with Section 5-142 or 5-143 of the General Statutes.

**Section Two.** The appointing authority shall grant sick leave to the eligible employee who is incapacitated for duty. During such leave, the employee is compensated in full and retains his/her employment benefits. Such leave shall not be granted for periods of time during which the employee is receiving compensation in accordance with Section 5-142 or 5-143 of the General Statutes, except to the extent permitted by said Sections or for recuperation from an illness or injury which is directly traceable to employment by an employer other than the State of Connecticut.

**Section Three**. An eligible employee shall be granted sick leave:

**(a)** for medical, dental, or eye examination or treatment for which arrangement cannot be made outside of working hours;

**(b)** in the event of death in the immediate family as much as three (3) working days leave with pay shall be granted. Immediate family means spouse, father, mother, sister, brother, or child, and also any relative who is domiciled in the employee's household;

**(c)** for illness or injury of a member of the immediate family, as defined above provided that not more than ten (10) days of sick leave per calendar year shall be granted therefor;

**(d)** for going to, attending, and returning from funerals of persons other than members of the immediate family, if permission is requested and approved in advance by the appointing authority and provided that not more than three (3) days of sick leave per calendar year shall be granted therefor.

Sick time utilized under a, b, c and d above shall not count as an occasion.

**Section Four**. **(a)** In reviewing an employee's record to determine whether a sick leave usage problem exists, the Employer shall consider the following factors:

1. the number of days taken, and number of occasions
2. patterns of usage
3. the employee's past record
4. the reasons for sick leave use

**5**. extenuating circumstances

**(b)** An occasion of sick leave is defined as any one continuous period of unscheduled absence for the same reasons. However, a reoccurrence of illness stemming from a premature return to work resulting in additional sick leave usage shall be considered as an extension of the original occasion provided such is verified by a physician.

Sick leave taken in the event of death in the immediate family shall not be considered an occasion of sick leave.

An occasion of absence shall not in and of itself carry any stigma or subject the employee to disciplinary action.

For the purpose of preparing service ratings, the number of sick time occasions shall not be considered in isolation; rather, the entire attendance record shall be considered, including those factors specified in (a) above.

**Section Five. Medical Certificate. (a)** An acceptable medical certificate (currently Form 33) signed by a licensed physician or other practitioner whose method of healing is recognized by the State, will be required of an employee by his appointing authority to substantiate a request for sick leave for the following reasons:

**(l)** any period of absence consisting of more than five (5) consecutive working days;

**(2)** to support a request for more than two (2) days of sick leave during annual vacation;

**(3)** leave of any duration if absence from duty occurs frequently or habitually provided the employee has been notified that a certificate will be required;

**(4)** leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

**(b)** The employer may provide a State physician to make a further examination.

**Section Six. Advance and Extended Sick Leave. (a)** No sick leave in excess of the leave accumulated to the employee's credit may be granted by the appointing authority unless approved by the Commissioner of Administrative Services. Such authorization shall be granted only in cases involving extended periods of illness or injury. In requesting an advance of sick leave, the appointing authority shall submit the following facts for the consideration of the Commissioner:

**(l)** the length of state service of the employee

**(2)** the classification of the employee

**(3)** the sick leave record of the employee for the current and for the four preceding calendar years

**(4)** a medical certificate which shall be on the prescribed form and which shall include the nature of the illness, the prognosis, and the probable date when the employee will return to work.

**(b)** No advance of sick leave may be authorized unless the employee shall have first exhausted all accrual to his/her credit for sick leave, personal leave, earned lieu time and for vacation leave, including current accruals. No advance of sick leave may be granted unless an employee has completed at least five (5) years of full-time work service. If approved, such extension shall be on the basis of one (l) day at full pay for each completed

year of full-time work service. In no case shall advancement of sick leave exceed thirty (30) days at full pay.

**(c)** Any such advanced sick leave as may be granted by the Commissioner of Administrative Services shall be repaid by a charge against such sick leave as the employee may subsequently accrue. Upon the employee's return to duty, one-half of the employee's monthly sick leave accrual shall be deducted for the re-payment of the advanced sick leave (e.g. if an employee would otherwise accrue ten (10) hours of sick leave for a month, the employee shall accrue five (5) hours of sick leave and the other five (5) hours shall be applied to the amount of advanced sick leave owed).

**(d)** An employee who has at least twenty (20) years of state service and who has exhausted his/her sick leave and his/her advance of sick leave may be granted extended sick leave with half pay for thirty (30) days upon the appointing authority's request and subject to approval by the Commissioner of Administrative Services.

**Section Seven. Miscellaneous**. **(a)** A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave. When a full day off is granted by the act of the Governor, an employee on sick leave shall not be charged as being on sick leave.

**(b)** An employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to State service on a permanent basis.

**(c)** An employee who has resigned from State service in good standing and who is reemployed within one (l) year from the effective date of his/her resignation shall retain sick leave accrued to his/her credit as of the effective date of his/her resignation.

**(d)** Following exhaustion of sick leave, an employee may request an unpaid medical leave of absence. Such request shall not be unreasonably denied in cases of leave of absence of up to thirty (30) days. Extension of the leave of absence beyond thirty (30) days shall be at the sole discretion of the Employer. An employee who is granted a medical leave of absence, including such a leave for maternity disability, shall not be required to exhaust accumulated vacation or personal leave prior to beginning the leave of absence without pay.

**(e)** From time to time, on an as needed basis, Local 3419 bargaining unit members may donate their accrued vacation, personal leave and/or sick leave to a member of the bargaining unit who is suffering from a long term terminal illness or disability. No employee may donate more than five (5) days of sick leave in a calendar year.

**Section Eight.** All agency rules and policies on sick leave for employees of this bargaining unit shall be consistent with this Article.

**Section Nine**. Upon death of an employee who has completed ten (10) years of State service, the Employer shall pay to the beneficiary one-fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days' pay.

**Section Ten**. An employee who retires under the provisions of Chapter 66, C.G.S., shall be compensated, effective as of the date of his/her retirement, at the rate of one-fourth (1/4) of his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days' pay. Such payment for

accumulated sick leave shall not be included in computing retirement income and shall be charged by the state comptroller to the department, agency or institution in which the employee worked.

## ARTICLE 23 – CIVIL LEAVE AND JURY DUTY

**Section One. Civil Leave. (a)** If an employee receives a subpoena or other order of the court requiring an appearance during regular working hours, time off with pay and without loss of earned leave time shall be granted. This provision shall not apply in cases where the employee is a plaintiff or defendant in the court action.

**(b)** If a court appearance (not jury duty) is required as part of the employee's assignment, time spent shall be considered as time worked.

**Section Two. Jury Duty.** An employee who is called to serve as a juror will receive his/her regular pay less pay received as a juror for each work day while on jury duty. This provision shall not apply to "on call" jury time when the employee is able to be at work.

Upon receipt of a notice to report for jury duty, the employee shall inform the personnel office immediately. The Employer may request that the employee be excused or exempted from jury duty if, in the Employer's judgment, the employee's services are needed at that time.

Time spent on jury duty shall not be considered time worked for the purpose of completing a working test period or trainee requirements.

## ARTICLE 24 – MILITARY LEAVE

A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training, provided such leave does not exceed three (3) calendar weeks in a calendar year. Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. During such leave the employee's position shall be held, and the employee shall be credited with such time for seniority purposes.

Other requests for military leave may be approved without pay. Nothing in this Article shall be construed to prevent an employee from attending ordered military training while on regularly scheduled vacation. Employees may use accrued leave to attend other military functions such as drills or parades.

The provisions of this Article shall supersede Sections 5-248(c) and 27-33 of the Connecticut General Statutes and the appurtenant regulations but shall not supersede the federal USERRA (Uniformed Services Employment and Reemployment Rights Act).

## ARTICLE 25 – LABOR-MANAGEMENT COMMITTEE

**Section One**. To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, joint labor-management committees may be established at the agency level to discuss the implementation of this Agreement and other matters of mutual interest. Such committees shall include up to three (3) representatives of each party. Among the matters which this committee may review are affirmative action matters, employee productivity, work-life balance inclusive of workload considerations, flexible work schedules including the identification and development of pilot programs designed to test the feasibility of this concept, safety and health issues and other issues pertaining to the provisions of this Agreement. Representatives of the Office of Labor Relations and the Council 4 may participate in such meetings. At the request of either party, formal written notes shall be taken.

**Section Two**. Labor-management committee meetings may be requested by either party and shall be scheduled at a mutually convenient time as soon as practicable. Agenda items may be submitted by either party, and if practicable, one (1) week in advance of a meeting.

**Section Three**. Approved time spent in such meetings shall neither be charged to leave credits nor considered as overtime worked.

**Section Four**. Labor-management committees shall have no authority to negotiate agreements, but may exchange letters of understanding and/or approved meeting minutes.

## ARTICLE 26 – TRAINING

The Employer recognizes that certain benefits accrue both to the State and the employee through participation in continuing education activities, including attendance at professional conferences and seminars and enrollment in post-secondary educational programs. The appointing authority or his/her designee, working within the framework of budgetary constraints, will support these activities when deemed appropriate and beneficial to all concerned. Participation in such activities will be on a strictly voluntary basis, and time spent in them shall not be considered time worked. However, if the employee attends a conference or seminar and attendance is sponsored by the Agency, he/she shall receive his/her regular day's pay for each day of the conference or seminar.

## ARTICLE 27 – SAFETY

**Section One. (a)** The Employer shall provide a workplace free from unsafe or unhealthy conditions. The Employer shall make every effort to make repairs or to adjust unsafe or unhealthy working conditions as soon as possible after such conditions become known to the Employer.

No employee shall be required to perform work under unsafe or unhealthy conditions; provided, however, that an employee must follow the rule "work now, grieve later" unless there is imminent danger to the employee's well-being.

**(b)** Employees may participate in the existing agency-wide safety committee, the subject matter of which encompasses the total arena of safety and health as applicable to the agency and its employees. The committee may be cross-bargaining unit and shall be composed of an equal number of voluntary members from labor and management.

## ARTICLE 28 – TRAVEL REIMBURSEMENTS

Program Supervisors shall continue to be eligible for travel reimbursements in accordance with DAS policy and the policies and practices of the Department of Children and Families.

## ARTICLE 29 – GROUP HEALTH INSURANCE AND RETIREMENT

The terms and conditions of employee retirement and health insurance benefits are negotiated separately by the State and the Unions (SEBAC). All provisions concerning health insurance and retirement are governed by the separate agreement of the parties on that subject.

## ARTICLE 30 – SUPERSEDENCE

The inclusion of language in this Agreement concerning matters formerly governed by law, regulation or policy directive shall not be deemed a preemption of the entire subject matter. Accordingly, statutes, rules, regulations and administrative directives or orders shall not be construed to be superseded by any provision of this Agreement except as provided in the Supersedence Appendix to this Agreement or where, by necessary implication, no other construction is tenable.

## ARTICLE 31 – SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable, performed, or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation between the parties.

In the event that any provision of this Agreement is, or shall be at any time, contrary to law, all other provisions of this Agreement shall continue in effect.

## ARTICLE 32 –DISTRIBUTION OF AGREEMENT

The Union shall be responsible for printing contract booklets for its personnel and members. The State shall publish an electronic version of the Agreement on the State of Connecticut, Office of Policy and Management website.

## ARTICLE 33 – LEGISLATIVE ACTION

The cost items contained in this Agreement and the provisions of this Agreement which supersede pre-existing statutes shall become effective in accordance with the procedures in C.G.S. Section 5-278. If the legislature rejects the Agreement, the parties shall return to the bargaining table.

## ARTICLE 34 – DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 2021 and shall expire on June 30, 2024.

Unless otherwise stated to the contrary, language provisions shall take effect upon Legislative Approval.

Negotiations for the successor to this Agreement shall commence with the timetable established under C.G.S. Section 5-276a(a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.

## ARTICLE 35 – SEBAC 2017 APPLICABILITY

**Emergency Closings/Snow Days**

**Essential Employees**

- Definition-for this purpose "essential" means required by the Employer to work outside the home during a period other bargaining unit employees are paid but relieved from work due to a closing.
- Where a primarily non-hazardous duty bargaining unit includes both essential and non-essential employees, and the former receive only normal pay for working during his/her normal hours during a situation where the governor orders a closing of some or all of that employee's normal shift, the following shall apply: Notwithstanding any provision providing overtime for working outside normal shift hours, such person shall receive straight time comp time for the hours worked during the employee's normal shift where the state has been ordered closed or the Governor has directed nonessential state employees not to report to work.

**Vacation, PL and Sick Time Impact for Non-Essential Employees**

- Employees out sick shall not be charged a sick day or personal day if the state is closed or the Governor has ordered nonessential state employees not to report to work during that employee's normal work shift
- Employees on vacations for less than a week shall not be charged a vacation day if the state is closed during that employee's normal work shift.
- Employees scheduled out of the office on leave for a week shall be charged for such leave if the state is closed during such time.

I. Durational positions and Temporaries
(Offered to all OLR Bargaining Units)

Definitions:
Temporary: Position filled for a short term, seasonal, or emergency situation, including to cover for a permanent position when the incumbent is on workers'' compensation or other extended leave, not to exceed 6 months. May be extended up to one year. If a temporary employee is retained greater than 12 months said employee shall be considered durational.

Durational: An employee hired for a specific term, for a reason not provided above, including a grant or specially funded program of a specific term, not to exceed one year.

Status: A temporary employee shall become durational after 6 months or one year if extended.

A durational employee shall become permanent after six months, or the length of the working test period, whichever is longer.

Benefits: A temporary employee shall receive such benefits as provided by state or federal law, and such additional benefits as currently provided by the respective agreements and practice applicable to the unit, which may include:

- Health and life Insurance
- Pension credit
- Paid Holidays
- PL Days
- After 6 months, vacation, sick and personal leave retroactive to date of hire.

An employee hired for a durational position or treated as a durational after a period of temporary employment shall receive:

- The same benefits as any other employee would receive during his/her working test period.
- Upon becoming permanent, the same benefits as any other permanent employee.

## TELEWORK AND FLEXIBLE SCHEDULING

The parties agree that upon finalization of the statewide telework agreement, the parties shall meet and discuss its applicability to this bargaining unit.

The parties agree that upon finalization of the statewide flexible scheduling agreement, the parties shall meet and discuss its applicability to this bargaining unit.

## ARTICLE 36 – SUMMER PICNIC AND HOLIDAY PARTY

Each Program Supervisor shall be entitled to up to four (4) hours off to attend a DCF or Local 3419-sponsored summer picnic and up to four (4) hours off to attend a DCF or Local 3419-sponsored holiday party.

**SUPERSEDENCE APPENDIX**
**P-8**
**July 1, 2021 – June 30, 2024**

| NEW PROVISION | CONTRACT REFERENCE | STATUTE OR REGULATION AMENDED |
|---|---|---|
| Compensation (General Wage Increases) | Art. 13, Sec. 1 | C.G.S. §§ 5-200(k), 5-200(m) |
| Compensation (Annual Increments) | Art. 13, Sec. 2 | C.G.S. §§ 5-200(k), 5-200(m) |
| Compensation (Special Lump Sums) | Art. 13, Sec. 3 | C.G.S. §§ 5-200(k), 5-200(m) |
| Service Ratings | Article 7 | C.G.S. § 5-237 |
| Summer Picnic | New Article | C.G.S. § 5-238; Reg. 5-238-1 thru 5-238-5 |
| Union Security and Payroll Deductions | Article 6 | C.G.S. § 5-260, C.G.S. § 31-40bb |

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

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