**December 6, 2013**

**GENERAL NOTICE No. 2013-10**

**TO: Labor Relations Designees**

**SUBJECT: Paraprofessional (NP-6) and Professional (P-1) Health Care Contract Changes**

Below is a summary of the modified contractual provisions and agreements reached with the Paraprofessional (NP-6) and Professional (P-1) Health Care Bargaining Units as part of the eight issues, under the Revised SEBAC 2011 Agreement, having a de minimus economic impact.

**ARTICLE 9 Section 17**

**New Job Titles:**

Dental Assistant and Laboratory Assistant are added to the list of per diem job titles. Dental Assistant shall be compensated at Step 3 of Dental Assistant and Laboratory Assistant shall be compensated at Step 3 of the Laboratory Assistant 1.

A new Job Specification of Patient Aide has been established and compensated at Salary Group FK-06.

**ARTICLE 32 Section 8**

**New subsection (c) Non-disciplinary Separations Not Grievable**

The non-disciplinary separation of an employee shall not be subject to the grievance and arbitration provisions of the contract. If, however, an employee possessing a professional license or board certification, through no act of misconduct, misfeasance or malfeasance loses that professional license or board certification so that the employee cannot perform the job as prescribed by the job specification, the appointing authority can non-disciplinarily separate the employee. Since it may be in the mutual interests of the parties to retain said employee, in the alternative, the employer may offer said employee one of the following options: (1) Offer the employee a personal leave of absence, without pay, for up to 45 days (or as otherwise mutually agreed) or until such time as the employee acquires said credentials, whichever occurs first. If the employee does not obtain said credentials within the leave period, the employee shall be separated and placed on the reemployment list pursuant to Article 16 Section 7 of the 1199 Contract. In order to be eligible for reemployment, the employee must possess the requisite credentials. (2) The employer may reclassify the employee’s position downward if such an option exists OR consistent with Article 15, offer the employee a voluntary demotion to a vacancy in which the employee formerly held permanent status if such a vacancy exists. Upon presentation of obtaining the requisite credentials within 45 days of loss of the same, the employee shall be returned to the former classification, including step and salary grade placement. This only applies to classifications requiring a professional license or certification.

**ARTICLE 38 New Section 3**

An employee shall write a rebuttal where the employee believes that the tenets set forth above have not been followed. Said rebuttal shall be attached to the service rating at issue. An employee may meet with the rater to discuss the rebuttal. If no resolution is reached, the employee may meet, upon request, with the Agency’s Human Resources Administrator or designee to review said rebuttal and HR shall determine whether the service rating shall be changed. This decision is final and binding. A delegate may be involved in the meeting with the HR representative at the employee’s request.

## NEW MEMORANDA OF UNDERSTANDING

1. MOU regarding layoffs within the Department of Developmental Services. Within DDS the concept of layoffs within regions has become arcane as the number of regions has been reduced so that it is no longer feasible to effectively use this configuration for layoff purpose. Within DDS only, for facilities (group home or CLA) where fewer than 25 employees are employed with the DSW series as set forth in Article 16 Section 11(E), the least senior employee within the affected classification employed within any DDS facility within a 25 mile radius shall be selected for layoff and more senior employees may be reassigned to meet operational needs.
2. MOU regarding Pilot Project on Promotions and Lateral Transfers. A two year pilot project concerning the use of an electronic transfer list to fill certain direct-care vacancies within DMHAS. It includes the use of an agency-wide voluntary transfer list. Employees wishing to change shift or work location shall place their names on said list, and the agency shall offer the position to eligible employees whose names are on the list in order of seniority. By mutual agreement the pilot may be extended an additional 12 months and expanded to include other agencies.
3. MOU regarding Continuous Operations under Article 21 (Holidays). Under Article 21, employees are engaged in continuous operations are employees who work in operations that run seven days per week, one, two or three shifts per day pursuant to the Golick Arbitration Award dated November 17, 2006. Premium holidays shall be celebrated on January 1, July 4, and December 25 even if it is a Saturday or Sunday and even if the State celebrated day is different. This is not subject to employee choice. There is one exception. An employee who has a Monday through Friday schedule on file in the agency’s personnel office may get the observed day if the employee is not required to come in and work on that state celebrated day. Regardless of the schedule on file, the employee‘s holiday will follow the 1199 Contract rules if the employee works on the State celebrated day.
4. MOU regarding Union Business Leave. The parties agree that is beneficial to provide information concerning the use of UBL when requests are made. When a UBL request is made to the Director of Labor Relations, with a concurrent copy to the applicable agency, it shall include the reason(s) for the UBL, such as, attendance at “executive board meetings, Union conventions in the United States, or delegate training sessions,” as prescribed by Article 4 of the 1199 Contract.
5. MOU regarding job fairs. By mutual agreement, from time to time, OLR and the Union may utilize the “job fair” method when necessitated by program closures, consolidations, down-sizing or twenty (20) plus vacancies in the same class. The State and the Union shall codify said agreements with a memorandum of understanding.
6. MOU regarding new arbitrators. Once an arbitrator has completed and submitted the requisite paperwork for appointment to the panel, they shall have three (3) case experiences and shall be allowed to render 3 awards. Following these 3 case experiences, either party may strike said arbitrator from the panel. In such cases, the parties shall notify said arbitrator, in writing, of the removal, and shall jointly replace the rejected arbitrator.
7. MOU regarding Preparation Days for Technical High School Nurses. The Tech High School Nurses shall be provided two and one half (2.5) preparation days immediately prior to the commencement of the school year, after July 1 of each year. They shall work two (2) seven-hour days with an unpaid lunch break, and one (1) three and one-half (3.5) hour day for a total of 17 hours. Scheduling of said days must be approved in advance by the school administrator. Compensation for said prep days shall be consistent with “summer law.”
8. The MOU regarding compensatory time for the Technical High School nurses has been extended to June 30, 2016.
9. The job titles of Certified Addiction Counselor and Supervising Addiction Counselor were transferred from the Paraprofessional bargaining unit to the Professional bargaining unit pursuant to an agreement dated February 14, 2009.
10. Pursuant to Article 9 Section 22, part time Physicians and Psychiatrists are moved to the full-time Physician and Psychiatrist pay plan.
11. MOU regarding Hiring Rates for Physicians and Psychiatrists. Pursuant to Article 9 Section 22 the following shall apply: When hiring Principal Physician and Principal Psychiatrists three years of experience shall equal Step 2, four years of experience shall equal Step 3, five years of experience shall equal Step 4 and six years of experience shall equal Step 5 placement. At the time of hire, candidates may receive an added step for an additional certification consistent with the 1199 Contract. The hiring rates for Staff Psychiatrists and Staff Physicians shall be subject to the following: Step 2 for six months of experience, Step 3 for one year of experience, Step 4 for two years of experience and Step 5 for three years of experience. These standards do not require prior discussion with the Union before offering these rates, but the Agency must notify the Union, in writing, when a Physician or Psychiatrist is hired by operation of this Agreement and the applicable rate.

Employees with questions about this General Notice should contact their Agency Human Resources Office. Questions from Agency Human Resources staff may be addressed to the Office of Labor Relations at 418-6447.

Linda J. Yelmini

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Director of Labor Relations