

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

DATE: May 25, 2022

GENERAL NOTICE NO. 2022-08

TO: Labor Relations Designees

FROM: Office of Labor Relations

SUBJECT: Paraprofessional (NP-6) and Professional (P-1) and Health Care Bargaining Units (District 1199) Contract Changes

The following summarizes the substantive changes contained in the 2021-2025 Paraprofessional (NP-6) and Professional (P-1) Health Care Bargaining Units Contract. On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues. As these changes were not substantive in nature, they are not summarized herein. When finalizing the Agreement, additional changes may be made by mutual agreement¹.

Article 2 Non-Discrimination and Affirmative Action

Section One. The parties agree that neither shall discriminate against any Employee because of the individual's race, color, religious creed, age, sex, marital status, national origins, ancestry, physical or mental disability, sexual orientation or ~~sexual identification~~, **gender identity**, history of developmental or intellectual disability, except on the basis of bona fide occupational qualifications.

Article 3 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

¹ Strike-out language is to be deleted and underlined language is the new language.

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. ~~The employer shall ensure that dues are continued to be deducted from any employee who has internally transferred within the State, according to existing practice.~~ The employer shall maintain its current practice of payroll deductions for employees that transfer to a different state agency.

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.

I hereby request and voluntarily authorize and direct my Employer to deduct the applicable dues/ initiation fees from my wages or salary as required by the New England Health Care Employees Union, District 1199 SEIU and to remit all such deductions so made to the New England Health Care Employees Union, District 1199 SEIU. This authorization shall remain in effect unless I revoke it by sending written notice via U.S. mail to both the employer and New England Health Care Employees Union, District 1199 SEIU. This authorization is voluntary and is not a condition of my employment, and I can decline to agree with it without reprisal. I understand that all members benefit from everyone's commitments because they help to build a strong union that is able to plan for the future.

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 with 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, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee within a week after the payroll period in which such deduction is made. "as soon as available" or "as soon as practicable" (defer to current contract language) after the payroll period in which such deductions are made.~~ **The State shall continue its practice of providing biweekly bargaining unit lists, containing all information**

~~connected to an individual recorded in the State's database.~~

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. **The State will continue the practice of providing the last 4 digits of the SS number of all bargaining unit members.**

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

Section Eight. ~~The Employer shall maintain current practice and~~ agrees to furnish the Union (77 Huyshope Avenue, Hartford, CT 06106) each **week** with the names of newly hired Employees, their addresses, **last 4 digits of SSN #**, social security numbers, classification, date of hire, ~~and work location.~~ **The Employer will provide notice to the Union, in an editable digital format, 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 the Union at an address designated by the Union and shall include, at a minimum, the new bargaining unit member's name, middle initial, last 4 digits of SSN#, date of hire, rate of pay, total hours worked in the reporting period, dues paid, initiation fee paid, employment status, employee ID, agency, job title, department, work location, shift, work telephone number, home address, home phone, cell phone ((d), race, gender and effective date of action.**

The employer shall provide the employee's home telephone number and personal cellular telephone number upon confirmation by the union of the employee's written authorization. If dues were not deducted for a member, an explanation should appear in place of the deduction, L.O.A., Termination. ~~the names of terminated Employees, their date of termination and the names of Employees on unpaid leaves of absences in excess of five (5) days with leave and return dates.~~ The Employer also agrees to provide the Union a monthly list of **the names and work locations of Employees who have transferred; the names of newly hired employees working in a temporary, durational, or emergency capacity;** the names of terminated Employees, either permanent or temporary, their date of termination; the names of Employees on unpaid leaves of absences in excess of five (5) days with leave and return dates; and Employees who are receiving workers' compensation benefits. **All reports shall include the information as defined in Section 8 of this article.** ~~The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings that may ensue as a result of having furnished the Union Employees' social security numbers.~~

Section Nine. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings hereunder. Once the funds are

remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section Ten. Union dues shall not be deducted for any other Employee organization.

Section Eleven. The State shall continue the voluntary roll deduction for the Union's political action organization/solidarity fund.

Article 4 Union Rights

Section One. Employer representatives shall deal exclusively with Union delegates or representatives in the processing of grievances or any other aspect of contract administration, subject to the right of an Employee to process his/her grievance without Union assistance as provided in Article 32.

Section Two. In January of each year, the Union will furnish the Employer with the list of delegates at each work site and list of staff representatives and shall keep the lists current. Such information shall be directed to the Office of Labor Relations, with a copy sent concurrently to the facility or office affected.

Section Three. Union staff representatives shall have reasonable access to the Employer for the purpose of conferring with the Employer, delegates of the Union and/or Employees and for the purpose of administering this Agreement. In all cases, a Union representative shall give advance telephone notice to the facility prior to arrival on premises. Such telephone notice shall be given to the designated management official at the facility. The Union representative shall indicate the approximate time of the planned visit and, if known, the areas to be visited. However, this shall not limit the representative from visiting other areas provided he/she first advises the Human Resources office assigned Labor Relations professional or the head of the department being entered. Union representatives shall not use cameras or other recording devices in facilities or institutions without prior management authorization. Such visits shall not interfere with the operation of the Employer.

The Union shall have the right to use the State's electronic mail systems (e.g., State email) to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation and processing of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. Individual employees are permitted to use a State computer or other State device to visit the Union's website, and to use a State computer or other device to interact with an authorized Union representative in matters involving collective bargaining, the administration of collective bargaining agreements, grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.

Section Four. Delegates will notify their immediate supervisors when they desire to leave their work assignments to properly and expeditiously carry out their duties in connection with this Agreement. When notifying their supervisors they are conducting Union business, the Employee will state the name of the Employee involved, his/her location, indicating what type of Union business is to be discussed, and the approximate time needed. When entering a work location other than his/her own, the delegate will notify the department head of his/her presence. A delegate thus engaged will report back to his/her supervisor on completion of such duties and return to his/her job and will suffer no loss of pay or other benefits as a result thereof. Such visits shall not interfere with the operation of the Employer. A supervisor may request postponement of a visit if patient/client care needs require. Delegates designated by the Union to have responsibility for community-based operations will be allowed reasonable travel time within reasonable geographic boundaries. The Union will propose boundaries, and if the Agency disagrees, the parties shall meet to reach an accommodation. The State will bring any problem that arises under this Section to the Union's attention, and the Union will cooperate in attempting to resolve such problems. State agencies will use the form in Appendix G to account for delegates' release time for contract administration. This provision shall not be interpreted to limit delegates' rights under this Article. Delegates will cooperate fully in providing such information in a timely fashion.

Section Five. The Employer will furnish reasonable bulletin board space at each facility for the posting of Union notices. Such notices shall not be used for material of a partisan political nature. Neither the Union nor the Employer will post derogatory remarks concerning Employees. The Union shall limit its posting of notices and bulletins to such bulletin board space.

Section Six. The Employer agrees to provide the Union, upon request and adequate notice, access to all readily available materials and information necessary for the Union to fulfill its responsibility to administer this Agreement and represent its membership. The Union shall reimburse the State for the expense and time spent for duplicating extensive information and otherwise as permitted under the State Freedom of Information Law. The Union shall not have access to patient information except as allowed by law or to personnel records except as provided in Article 37.

Section Seven. UNION BUSINESS LEAVE.

NP-6 (A) The Employer will allow authorized delegates of the Union to attend Executive Board meetings, Union conventions in the United States and delegate training sessions. A maximum of six thousand one hundred and fifty (6,150) hours of paid leave per year shall be granted for this purpose. Any hours not used in one year may be carried over to the next contract year and added to that Union business leave bank of hours. Said bank shall expire at the end of the contract. Request for time off under this Section shall be made in writing to the Undersecretary for Labor Relations with a concurrent copy to the appropriate Agency, at least three (3) weeks in advance. Time off shall be granted half day units only, however the notice shall contain the number of hours to be utilized and shall be subject to patient/client care needs. When requests for time off under this Section create a scheduling problem for the Employer, the Union will be notified and suitable arrangements developed.

P-1 (A) The Employer will allow authorized delegates of the Union to attend Executive Board meetings, Union conventions in the United States and delegate training sessions. A maximum of two thousand two hundred and fifty (2,250) hours of paid leave per year shall be granted for this purpose. Any hours not used in one year may be carried over to the next contract year and added to that Union business leave bank of hours. Said bank shall expire at the end of the contract. Request for time off under this Section shall be made in writing to the Undersecretary for Labor Relations with a concurrent copy to the appropriate Agency, at least three (3) weeks in advance. Time off shall be granted half day units only, however the notice shall contain the number of hours to be utilized and shall be subject to patient/client care needs. When requests for time off under this Section create a scheduling problem for the Employer, the Union will be notified and suitable arrangements developed.

(B) Not more than three (3) Employees elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year. An extension not to exceed one (1) additional year may be granted subject to the approval of the Undersecretary for Labor Relations. Upon return from such leave, the Employer shall offer the Employee a position in the same classification and equal to the former position in pay and benefits at the wage rates in force at the time of return from the leave. This Section obligates the Employer to offer the Employee a position in the same facility from which the Employee went on leave, unless such placement is not practicable. If the Employee is not placed on the same shift upon return from leave, he/she will be placed on the same shift when the first opening occurs. Not more than one (1) Employee from any facility or two (2) Employees from the same Agency will be granted a leave of absence under this section.

(C) For the first three sessions of negotiations for a successor to this Agreement, up to seven (7) Employees from the P-1 bargaining unit and up to ten (10) Employees from the NP-6 bargaining unit shall be given paid time off for attendance at the sessions. The State shall cooperate in arranging unpaid time off or Union Business Leave in accordance with subsection (a) above for other members of the Union's committee. Provided, however, unpaid time off shall not be granted if the effect would be to incur overtime costs. Release of specific Employees is subject to patient/client care needs. During the first three sessions, the parties will work out arrangements for release time for the remainder of the negotiations which in no event shall be greater than provided above.

Section Eight. Once a month at each institution all new Employees shall be released from work, if they so desire, for one (1) hour without loss of pay to attend a Union orientation. Except as otherwise provided by the parties, all new members of the bargaining unit shall be released from work for one (1) hour without loss of pay, to attend a Union orientation. If the Employer chooses, that orientation may be combined with a new hire orientation conducted by the Employer. In such case, the Employer will provide the Union with not less than ten (10) days' written electronic notice of the time and location of such orientation. Management shall not be present during the Union's orientation.

If the Employer chooses not to schedule its orientation within thirty (30) days of an employee's hire, or not to add the Union orientation to the Employer orientation, the Union shall schedule the orientation at its discretion but consistent with the Employer's

operational needs. The Union will provide all new Employees with copies of this Agreement. The time and location of such orientation shall be determined by mutual agreement of the Union and the Employer.

Section Nine. When space is available, the Employer will make such space available to the Union for meetings once a month. Patient/client activities will preempt Union meetings. Additional personnel costs will be charged to the Union if incurred.

Section Ten. Union delegates or representatives may use State phones for Union business calls provided that calls are not charged to the State. Consistent with agency rules, personal cell phones may be used for such calls of short duration. Union Delegates may receive calls for short duration or messages from Union representatives, provided that there is no interference with patient/client care. If a call is not put through, a message will expeditiously be given to the delegate. Intra-facility telephone calls of a ~~44~~ short duration are allowed, provided that there is no interference with patient/client care. The Union will cooperate in preventing abuse of this Section. After discussion with the Union, if there is continued abuse, the Employer may revoke the delegate's right to use telephones.

Section Eleven. When an Union Business Leave (UBL) request is made to the ~~Director~~ **Undersecretary of Labor Relations**, with a concurrent copy to the applicable Agency, the written request 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 the Contract.

Article 8 Working Test Period

Section Four. The Working Test Period may, with ~~the approval of the Commissioner of Administrative Services and~~ notice to the Union, be extended on an individual basis for a definite period of time not to exceed three (3) months in the case of non-competitive positions and six (6) months in the case of competitive positions.

Article 9 Compensation

THE FOLLOWING SHALL REPLACE APPLICABLE SECTIONS ONE AND TWO OF COMPENSATION ARTICLES:

Section One. GENERAL WAGE INCREASE.

Special Lump Sum Payments:

Retroactive to July 1, 2021 eligible full-time employees shall receive a special lump sum payment in the amount of \$2,500 (two thousand five hundred dollars). Eligible part-time employees shall receive a pro-rated payment. An eligible employee includes any active employee in the bargaining unit as of March 31, 2022.

Effective July 1, 2022, active, full-time employees shall receive a special lump sum payment in the amount of \$1,000 (one thousand dollars). Part-time unit employees shall receive a pro-rated payment. Payment will be made in the payroll that includes this date.

General Wage Increases:

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 active employees in the bargaining unit, and for employees who after July 1, 2021 either left in good standing with ten (10) years or more of state service or who retired.

Effective July 1, 2022, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).

Effective the pay period that includes July 1, 2023, the base annual salary for all employees shall be increased by two and one-half percent (2.5%).

B) Notwithstanding subsection (A) above, new hires in the classifications listed below shall be paid at a rate of Step 1 of one salary grade below the established salary grade for the classification subject to furlough day adjustments. Upon successful completion of the working test period, effective the payroll period following, the Employee shall be compensated at Step 1 of the classification. Employees who have previously completed a working test period in an 1199-covered direct-care position shall not be subject to this reduced training rate upon transfer or promotion. Mental Health Trainee Mental Health Assistant I, Developmental Service Worker I Children Services Assistant Children Services Worker

Section Two. Annual Increments:

Retroactive to July 1, 2021 and upon legislative approval, the annual increment shall be awarded to eligible, active employees in the bargaining unit, and to eligible employees who after July 1, 2021 either left in good standing with ten (10) years or more of state service or who retired. Those employees eligible for a top step bonus shall receive such payments when increments are paid.

For contract year 2022-2023, employees will continue to be eligible for annual increments in accordance with exiting practice.

For contract year 2023-2024, employees will continue to be eligible for annual increments in accordance with exiting practice.

No statutory interest shall accrue as a result of the delayed payment of the above increases and lump sums.

Retirees:

Employees who retired after July 1, 2021 will be eligible for retroactive general wages increases and, as applicable, annual increments through their date of retirement. The State will have five (5) years from date of legislative ratification to make any necessary pension

adjustments as a result of retroactivity. No interest or other penalties will accrue during this five-year period.

4th Year Wage Reopener (FY25) – GWI AND AI:

Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 9 (Compensation), Section 1, (General Wage Increase) and Section 2, annual increment only. All other provisions shall remain in full force and effect.

Section Eighteen. The State will provide Drug Control Agents and Principal Drug Control Agents within the Department of Consumer Protection a monthly stipend of twenty dollars (\$20.00) for use of the Employee's personal cellular telephone. ~~The Employer may require the Employee to surrender the state issued beeper as a condition to becoming eligible for the stipend. In the event that the Employee does not wish to use the Employee's personal cellular telephone, the Employee shall retain possession of the state issued beeper.~~

Article 11 Method of Salary Payment

Section 2 – Effective ~~July 1, 2021~~ **July 1, 2022** all 1199 employees shall participate in direct deposit of their paychecks

Article 16 Continuity of Employment

Section Eleven. The State recognizes that health care Employees will continue to play a vital role in the delivery of human services. While the processes for service delivery may change, job opportunities will continue to exist, provided Employees avail themselves of these opportunities. The State and the Union are committed to working closely together in order to effect an orderly transition and continuity of employment.

In order to facilitate an orderly transition to new employment opportunities, the State agrees to establish a function in the affected Agency dedicated to assisting and counseling staff in transfer and relocation options. Such function shall be staffed by an individual jointly chosen by the Union and management who is appropriately skilled to assist and counsel staff in transfer, relocation and retraining options consistent with this Section. In cooperation with the Union, a transfer list system within a specific Agency may be developed for the filling of positions or vacancies. Employees may apply for specific work locations and shifts.

Further, the State and the Union will identify retraining opportunities which will assist Employees in preparing for emerging or alternative job opportunities. To assist Employees, the State will make a good faith effort to post all bargaining unit vacancies at a central location at each facility subject to the provisions of this Section.

In the event a reallocation or reduction in the workforce becomes necessary at the Departments of Mental Retardation or Mental Health and Addiction Services as a result of the change to community based programs (deinstitutionalization), the provisions of this Section shall apply to all Department of Mental Health and Addiction Services Employees with permanent status on or

before July 1, 2016 **2021** and to all Department of Developmental Services Employees with permanent status on or before July 1, 2016-**2021**.

Article 21 Holiday

The maximum value of a holiday is eight (8) hours.

Article 22 Sick Leave

Section Eleven. Leave Donation. From time to time, on an as needed basis, NP-6 or P-1 bargaining unit members may donate their accrued vacation, personal leave and/or sick leave to a member of either the NP-6 or P-1 bargaining unit who has at least six (6) months of State service and has exhausted his/her own accrued paid time off, who is suffering from a long term or terminal illness or disability. Such donation may occur between different employing agencies. The Union or group of Employees, but no individual Employee, may initiate such donation requests using the form set forth as Appendix D. No Employee may solicit donations on his or her own behalf. No Employee may donate more than five (5) days of sick leave semi-annually. **Donated leave will be credited to the employee effective the first full day the employee has exhausted all accruals and is absent without leave.** Said benefit shall be subject to review and approval by the Undersecretary for Labor Relations and shall be applied in accordance with uniform guidelines as may be developed by such Undersecretary.

Article 23 Leaves of Absence

Section Two – (C) In all cases however, the above leaves shall not be taken in addition to the family leave provisions of Connecticut General Statute Section 5-248a **31-51kk** or the Federal Family and Medical Leave Act.

Article 29 Work Related Disabilities

SECTION ONE. Upon presentation to the facility of an injury claim form and supporting medical documentation as the result of a claimed on-the-job injury **or illness, consistent with Workers Compensation standard,** the Employee shall continue to receive his/her regular biweekly salary. **(A)** In uncontested cases, the Employee shall receive full pay for up to six (6) weeks and one-half pay thereafter until Workers' Compensation payments begin. **(B)** In no event shall the Employee receive pay beyond the date of determination that an injury is not compensable by the Workers' Compensation office. An Employee shall have the option to use accrued leave to supplement the one-half pay received pending receipt of Workers' Compensation payments. The Employee shall receive his/her Workers' Compensation payments through the facility payroll office until such time as all adjustments have been made. Adjustments shall include (1) reimbursement to the Agency of all pay received by the Employee under this Section, (2) reimbursement of payments for leave time under this Section, and (3) restoration of accrued leave for which reimbursement has been made.

Section Five. An Employee who has been granted a work-related disability leave shall have position and shift assignments held for up to six (6) months or for the period of time allowed by

the facility practice existing on June 1, 1986, whichever is longer. Otherwise, the Employee shall have the right to return to a position in the same or equivalent classification and shift held before being disabled, provided that he/she is fully capable of performing the duties of that position.

The Employer shall request that the Employee provide documentation from a medical provider that said Employee is released to full duty before returning the Employee to work.

Section Six. Following recuperation from a compensable injury or illness when an Employee's physician certifies he/she is capable of returning to selective duty and the Workers' Compensation Unit so requests, an Employee may be assigned to selective duty for up to thirty (30) calendar days under the following conditions: **(A)** The Employee may be assigned to any work the Employee is capable of performing whether or not such duty is in the Employee's regular job classification. **(B)** Such selective duty consists of productive assignments. **(C)** Such selective duty can be found without **a reasonable** fear of further injury **or illness** to the Employee. **(D)** The Employer shall make a good faith effort to provide such selective duty; however, the final determination shall be made by the Employer. A second period of selective duty up to thirty (30) days may be authorized when it is determined by the Workers' Compensation Unit that it is in the mutual best interests of all concerned. The Employer shall give the Employee at least seven (7) days' notice of the work location and the shift of the selective duty assignment. Additionally, when it is determined that an Employee cannot return to full duty after the second thirty (30) day period of selective duty but will be able to return within the next thirty (30) days if granted a last extension, an Employee may, subject to independent medical certification and at the discretion of the Department of Administrative Services, be granted the final period of selective duty. Funding through the appropriations for Workers' Compensation claims shall be available to the Department of Administrative Services for fifty (50) selective duty positions. The Department of Administrative Services (www.das.ct.gov) shall promulgate necessary guidelines for administering the program which shall include the allocation of positions to the health care agencies for appropriate selective duty assignments. If there is no selective duty available, the Employee shall be referred back to the Workers' Compensation Unit until the doctor certifies the Employee's ability to return to normal duty. The Employer may provide retraining for an equivalent position which the Employee will be able to perform if the Employee cannot return to the previous job.

Article 32 Grievance and Arbitration Procedure

Section Seven. Arbitration.

"The parties established a panel of six (6) arbitrators, who are experienced in health care and public sector labor relations. ~~Submission to arbitration shall be by certified letter to the Undersecretary for Labor Relations or Union.~~ **Submission to Arbitration shall be filed electronically to the Undersecretary for Labor Relations and the Union.**"

- 1. The Union will transmit grievance forms, in PDF format, to the Office of Labor relations to a dedicated email address specifically established for this purpose. Each grievance shall be a separate PDF file. The Office of Labor Relations shall acknowledge receipt of said grievances by responsive email.**

2. The Office of Labor Relations shall send Step 2 conference notices and Step 2 answers to the Union to a dedicated email address established for this purpose in PDF format. The Union agrees to acknowledge receipt of such transmissions by responsive email. The Union shall submit grievances that fall under Article xx, Section xx suspensions, terminations, demotion and/or lay-off to arbitration using the same dedicated email address in PDF format. Said transmissions shall be directed to the OLR staff person assigned the responsibility of scheduling arbitrations (currently Tatiana Holmes). The Office of Labor Relations shall acknowledge receipt of said arbitration appeals by responsive email. This process is in lieu of the current practice as prescribed by contract of submission via certified mail, postage prepaid to the Undersecretary of Labor Relations.
3. Individuals who file a grievance on their own, by physical delivery of hard-copy grievance submission or via fax to the Office of Labor Relations, shall not be negatively impacted by this Agreement. Faxed grievances shall be limited to instances where electronic submission is not available at the worksite.
4. The dedicated email addresses shall be communicated to each party within fifteen (15) days following legislative approval of this Agreement. The date the recipient, of any electronic transmissions, receives the transmission, shall determine whether said submission was timely as required by the Contract. Nothing in this agreement shall be construed as modifying the contractual requirements regarding grievance submissions at Step One.

Article 33 Dismissal, Suspension, Demotion or Other Discipline

Section Two. Unless otherwise provided under Regulation 5-240, an Employee shall be given three (3) days written notice with pay prior to the effective date of any disciplinary demotion, suspension or dismissal. The Employer will notify the Union via electronic transmission including eFax/facsimile to the Union headquarters of any discharge, suspension or demotion concurrent with written notice to the employee. Such written notice shall cite the reasons for the discipline, the effective date of discipline and notice of right of appeal. Any such written notices of disciplines, and all grievance responses will be submitted by Employer to the designated email address statenotification@seju1199ne.org.

If the Union or the Employee desires to grieve the disciplinary action, written notice thereof shall be given in compliance with Section Three within fourteen (14) days of receipt of such notice, or else the grievance is waived, notwithstanding any provision in the Agreement to the contrary.

Section Seven. In cases where the appointing authority determines it to be in the best interests of the State to place an Employee on administrative leave of absence while the determination concerning Employee discipline is being decided, such leave of absence shall be with pay and shall not exceed two (2) months. If an Agency determines that extenuating circumstances exists such that said administrative leave should exceed two months, the Agency must obtain permission of the Office of Labor Relations prior to exceeding the two month period. The Agency must notify the Union of its request to extend the two-month period to the Office of Labor Relations. The Office of Labor Relations shall, in consultation with the Union, approve

such request, or offer alternative suggestions to the Agency. Except as otherwise required by law or court order an Employee's placement on administrative leave shall not be reported to the licensing Agency unless it has been determined by the Employer that the Employee has committed a reportable offense and discipline has been imposed.

Section Eight. Investigatory Interview. An Employee who is being interviewed concerning an incident or action which may subject him/her to disciplinary action shall be immediately notified of his/her right to have a Union delegate or other Union representative present, provided this provision shall not unreasonably delay completion of the investigatory interview. **The employee is entitled to review all relevant video and/or audio evidence during the investigation.** This provision shall be applicable to the investigation before, during or after the filing of a charge against an Employee or notification to the Employee of a disciplinary action. **If no disciplinary action is taken the employee shall, upon request, be notified in writing that outcome of the investigation.** The provisions of this Section shall not be interpreted to prevent a supervisor from questioning Employees at the scene of the incident.

Section Eleven. Prior to suspending or terminating an Employee, the Employer shall provide the said Employee with an opportunity for a "pretermination hearing", in accordance with the decision of the Supreme Court in Cleveland v. Loudermill, 470 US 532 (1975). At such "pretermination hearing", the Employer shall: (A) apprise the Employee the charges against him/her; (B) explain to the Employee the evidence regarding the charges against him/her **including review of a summary of all video and/or audio evidence with the employee;** and (C) provide the Employee with an opportunity to respond.

Article 34 Worker's Rights and Safety

Section Two. (A) The Employer shall adhere to its safety policies, including those dealing with heavy lifting. **The Employer shall ensure the workplace utilities or maintains the DPH recommended sanitation procedures, including but not limited to, disinfection. Where appropriate, air ventilation, and distance workspaces shall be pursued. The employer shall provide all employees with the appropriate Personal Protective Equipment (PPE) based upon availability and CDC or DPH guidelines.** (B) No Employee shall be required to work on, with or about an unsafe piece of equipment or under an unsafe condition. Except when there is a clear and present danger to the Employee, an Employee must follow the rule -- work now, grieve later. No Employee shall be disciplined for bringing health and safety problems to the attention of the Employer. (C) The Union shall cooperate with the Employer in the carrying out of all the Employer's safety measures and practices for accident prevention. In furtherance of the safety goals of the parties, Employees will perform work in conformance with the Employer's safety rules and shall report known safety hazards. Each supervisor shall take prompt and appropriate action to report and/or correct, if possible, any unsafe conditions or actions which are reported to or observed by the supervisor. (D) Employees shall perform their duties in a safe and efficient manner. It is further agreed by both parties that too great an emphasis cannot be laid on the need for safe working conditions. The Union agrees that Employees shall use the health and safety equipment provided by the Employer. **(E) Each facility shall maintain or have access to stock pile of appropriate PPE to meet employee and client safety needs consistent with**

DPH guidance. Upon request the employer shall provide a report to facility delegates of the current stockpile of PPE.

SECTION SIX. (A) The Employer shall maintain a program of infectious and communicable disease control and Employees shall cooperate with the Employer's program. Such cooperation shall include, but not be limited to, immediate reporting of any suspected infectious or communicable disease among staff, or patients, or clients and carrying out all precautionary measures instituted by the Employer. **(B)** The Employer shall advise Employees **immediately in writing** when the Employer knows they are exposed to infectious or communicable diseases and assist them in taking preventive measures which are consistent with patient/client care responsibilities. **Employer shall advise Employees in writing of any relevant changes or updates to CDC or Public health guidelines and instructions on how to implement new changes in a timely manner.**

Article 35 Training and Tuition Reimbursement and Quality of Work Life

Section One. The Employer, through its agencies, recognizes the responsibility to provide on-the-job training as well as relevant education and training opportunities for its Employees.

Section Two. The State will provide reasonable advance notice of any training opportunities to all Employees, and such notice shall encourage interested Employees to apply for the training. Seniority shall be considered as a factor in selection in determining the composition of upward mobility training classes. Sections One and Two of this Article shall apply to part-time Employees under twenty (20) hours.

Section Three. Tuition Reimbursement. (A) Any Employee who has completed six (6) months of service and is continuing his/her education in a job-related area, or in a healthcare related field that will assist the Employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of nine (9) credits or the equivalent per semester. **(B) Upon legislative approval and retroactive to July 1, 2021 and each year of the contract there after, there** shall be a joint (P-1/NP-6) fund for the purpose of tuition reimbursement. This joint fund shall have \$705,000 appropriated on or about July **1st of each year**, 2017. Funds that are unexpended in one contract year shall carry over into the next contract year provided, however, that the tuition reimbursement fund will expire on the expiration date of this Agreement. The previous sentence notwithstanding, applications for tuition reimbursement which are submitted and approved within the final six (6) months of this Agreement may be paid, within the remaining available funds up to three (3) months following expiration of this Agreement. ~~Funding for this program from July 1, 2016 through July 1, 2017 shall be governed by SEBAC 2017 agreement.~~ **(C)** The Employer and the Union agree that allocations to all the agencies shall be pooled and administered jointly on a centralized basis. Each Agency shall designate a tuition reimbursement coordinator to administer its allocation of the fund. **(D)** An Employee applying for tuition reimbursement must submit the appropriate forms to the Agency's tuition reimbursement coordinator not less than two (2) weeks prior to the start of the course. Applications may be found at **www.DAS.CT**. Incomplete or incorrect applications shall not be accepted, but shall be returned to the Employee. Applications which are complete and correct shall be processed on a first come, first served basis, until all of the allocated funds are

committed. Any additional applications shall be placed on a numbered waiting list according to date received. Within thirty (30) days of receipt of an application, the Agency shall notify the Employee in writing that the application has been approved, denied or placed on the waiting list, indicating its assigned number. Late applications shall be reviewed by the parties for compelling circumstances consistent with the current practice. (E) Applications for tuition reimbursement for courses offered at non-accredited institutions shall be subject to approval by the Statewide Human Resources Management Division section of the Department of Administrative Services, prior to submission to the Agency tuition reimbursement coordinator. (F) Following approval of a tuition reimbursement application, an Employee shall notify the Employer if he/she decides not to take the course(s) or to drop a course(s), so that funds may be utilized for another Employee within the Agency. Upon presentation of evidence of payment and successful completion of the course(s) the Employee shall receive tuition reimbursement as follows: Full tuition reimbursement equal to 75% of the per credit rate for undergraduate and graduate courses at the University of Connecticut, Storrs, however such reimbursement shall not exceed the actual cost of each course. The Employee shall submit the documents necessary for reimbursement as expeditiously as possible, following completion of the course(s). The Employer shall process tuition reimbursement payments as expeditiously as possible. (G) For purposes of this Section, tuition reimbursement means any fees payable to the educational institution, except textbooks. (H) At the end of each fiscal year, all uncommitted funds shall be used to reimburse Employees on a combined, statewide waiting list based upon the date of receipt of the original application by the Agency tuition reimbursement coordinator. Applications for tuition reimbursement which are submitted and approved within the final six (6) months of this Agreement shall be paid, with any remaining available funds, up to three (3) months following expiration of this Agreement.

Section Four. Combined Education and Training Fund. ~~A combined Education and Training Fund of \$382,000 for contract year 2017 shall be established.~~ **Effective upon legislative approval and retroactive to July 1, 2021** and forward this program shall be funded at \$397,000. The fund shall combine the purposes of the following preexisting funds: (A)

CAREER MOBILITY FUND. Funds a bank of leave hours for Employees who are pursuing a healthcare related higher education degree or license/certification program. The cost of such leave hours to be deducted from the Combined Education and Training Fund shall be \$25.00. This program is not intended to replace or fund any existing programs. (B) **CERTIFICATION ASSISTANCE FUND.** Provides P-1 and NP-6 members' reimbursement for the cost of (1) healthcare related licensure/certification/re-certification fees (initial or renewal), (2) healthcare related licensure/certification/re-certification related examination fees, (3) healthcare related workshops required for licensure/certification/re-certification when there is no Conference and Workshop Funds available. If a license and/or certification is a job requirement, see Article 30, Indemnification and License Fee. **Section Five. EDUCATION AND TRAINING COMMITTEE.**

A statewide Labor-Management Steering Committee shall meet semi-annually during the months of October and April, and will be co-chaired by the Assistant Director of the Office of Labor Relations and a Union Vice President. This committee shall provide oversight of Education and Training activities, allocation of funds and shall also: (A) Conduct needs assessments and develop plans to meet these needs. (B) Make recommendations to the union and state each contract year for transfers of uncommitted moneys from any tuition or work shop fund to another fund. Upon agreement of the state and the union, uncommitted monies from one fund may be transferred to supplement another fund during the term of this agreement. (C) Coordinate

QWL training activities with other programs. (D) Monitor usage of the combined education and training fund and develops guidelines to ensure that all funds are distributed equitably. (E) Make recommendations regarding disputes over the use of Education and Training funds. The appropriate Agency shall prepare requests for proposals, develop contracts and apply the proper procedures to ensure payment to vendors. The Statewide Human Resources Management Division of the Department of Administrative Services may assist when necessary. The Labor Management Education and Training Committee shall be chaired by the Administrator (referenced in Section Eleven) and compose of five (5) members of the NP-6/P-1 bargaining units and five (5) agency representatives. The Committee shall: (A) Select recipients who will receive Education and Training funds. (B) Review and allocate monies quarterly for P-1 bargaining unit Employees for special workshops funded under the Combined Education and Training Fund. (C) Review and monitor courses and/or programs funded under the Combined Education and Training Fund, or by special agreement through tuition reimbursement. (D) Assist in the selection of vendors/contractors. (E) Track students' progress. (F) Develop a system for selecting Employees who will receive release time for Career Mobility or other release time programs.

Section Six. CONFERENCE AND WORKSHOP FUNDS. (A) Upon legislative approval and retroactive to July 1, 2021 there after shall be a combined NP-6/P-1 fund of \$380,000 \$395,000 ~~appropriated on or about July 1, 2017~~ for attendance by bargaining unit Employees with more than six (6) months of service at professional seminars, workshops or conferences. ~~Effective July 1, 2019, this fund shall be increased to \$395,000.~~ Effective July 1, 2018, each Employee shall be entitled to a maximum of one thousand and five hundred (\$1,500.00) reimbursement per contract year toward the cost of fees, travel, food and lodging related to attendance at such events. Conference/Workshop Funds of \$1,500.00 can be combined once in any two (2) years. The combining of funds can occur by combining the annual allotment from the current contract year with any unused annual allotment from the previous year or by combining the annual allotment from the next contract year. Reimbursement for travel, food and lodging shall be consistent with Article 31 (Travel Reimbursement) of the Agreement and applicable State travel regulation. Funds not reserved for seminars, workshops or conferences may be transferred to the joint tuition reimbursement fund, upon request of the Union. Funds committed for workshops/conferences in one fiscal year shall carry over to the next fiscal year. (B) Requests for attendance at professional seminars, workshops or conferences must be submitted to the Agency head at least three (3) weeks in advance. Upon approval, the Agency head shall forward the request to the Comptroller at least two (2) weeks in advance of the attendance. The Employer shall give due consideration to requests which cannot be submitted in accordance with the specified time limits. (C) If an Employee who has had a conference/workshop approved does not attend such, notice of cancellation shall be provided to the facility's business office, which shall promptly notify the Comptroller of said cancellation. As soon as possible, but not more than thirty (30) days following the conference/workshop, the Employee shall submit a claim for reimbursement on the appropriate form and send required receipts to the business office, which shall promptly process the claim to the Comptroller. If no claim for reimbursement has been submitted to the Comptroller within ninety (90) days of the date a workshop/conference was scheduled, the funds committed for that activity shall be released and made available for others. (D) A pattern of unreasonable denial of any Employee's request to attend workshops/conferences may be grieved through the second step of the

grievance procedure. (E) Management shall attempt to share information on conferences/workshops with interested Employees, consistent with the local procedure for distribution of that type of material. However, management cannot be responsible for removal of notices from bulletin boards or failure of others to forward information. (F) Part-time Employees under twenty (20) hours in the P-1 and NP-6 bargaining units who have at least one (1) year of continuous service shall be entitled to participate in the Conference and Workshop Fund described in this Section, except that the amount of annual entitlement shall be \$175 and Employees shall attend such programs on their own time. The facility will attempt to make equivalent hours available. A fund of \$10,000 shall be established for these Employees and the same application and processing procedures in this Section shall apply.

Section Seven. QUALITY OF WORK LIFE FUND. There shall be a combined NP-6/P-1 Quality of Work Life Fund of two hundred thousand dollars (\$200,000) appropriated upon legislative approval and retroactive to July 1, 2021 and each year of this agreement and each contract year. Funds not expended in one contract year shall be carried forward into the next contract year and added to that year's allocation. Funds not expended from the contract which expires on June 30, 2020 **2025** shall rollover into the successor agreement. (A) P-1 Special Workshop Fund. Funds professional workshops suggested and arranged through the Education and Training Committee on topics of professional interest to bargaining unit Employees. Proposals for workshops are jointly submitted by Union and Management and may originate at the facility, Agency, or State level. Upon Committee approval, the originating parties shall be responsible for coordinating the workshop. The Education and Training Committee, including an OLR designee and Union officer, will be responsible for establishing guidelines in accordance with such goals and objectives, subject to the approval of the Undersecretary for Labor Relations or designee.

Section Eight. FIELD SERVICE LEAVES FOR P-1 EMPLOYEES. In addition to the above, Field Service Leaves may be established to provide an opportunity for Employees to benefit from on-going professional development through service activities in field settings. The Field Service Leave will be restricted to an activity or activities of direct benefit to the Agency. To be eligible, members must submit a proposal, in writing, outlining the plan of service activity. All applicants must have a minimum of five (5) years of State service and be at the Masters or Ph.D. level. Selection will be made by the respective Commissioners. Employees will receive regular pay during the period of Field Service Leave and Conference and Workshops, plus compensation in accordance with State Travel Regulations.

Section Nine. SABBATICAL LEAVE FOR P-1 EMPLOYEES. For each year of this Agreement one (1) research scientist/specialist per Department (DMHAS OR DPH) may be granted a sabbatical leave, either for one (1) year at half pay or six (6) months at full pay. In order to receive such a leave, a research scientist/specialist must have completed six (6) years of full-time service. Applications for such leave shall be made to the appropriate Commissioner and shall specify, in detail, the nature of the project or lecture trip to be undertaken and the value of such to the scientist/specialist and the institution. Application must be made at least ninety (90) days in advance of the anticipated leave. Not more than three (3) sabbatical leaves may be granted during the term of the Agreement.

Section Ten. P-1 SOCIAL WORKERS/CASE MANAGERS AT THE DEPARTMENT OF DEVELOPMENTAL SERVICES. (A) Eight (8) social workers/case managers, program managers currently employed by the Department of Developmental Services and matriculated in a BSW or MSW program with a course load of at least two (2) courses, shall be granted one (1) day (7 hours) per week of release time for the purpose of attending classes. In the event an individual completes or drops the pursuit of the BSW or MSW degree, an Employee in their region or facility may be substituted. (B) The Department of Developmental Services may provide additional time off, during working hours, as needed, through flexible working hours, at the sole discretion of the Regional or Training School Director.

Section Eleven. ADMINISTRATION OF FUNDS. All combined Education and Training Funds and Quality of Work Life Funds authorized by this Article shall be administered by the Committee as established in Section Five of this Article. Proposals for the use of these funds shall be jointly submitted by the Union and Management and may originate at the local or Agency level and be submitted to the Committee for consideration. The State and the Union shall jointly contract an individual or organization to provide administrative leadership or organization for this Committee. This individual or organization shall be paid from funds provided in this Article 35.

Section Twelve. QUARTERLY REPORTS. Upon request, the Office of the Comptroller shall issue quarterly reports regarding conference and workshop and tuition expenditures. Upon request, the Department of Administrative Services shall issue quarterly reports regarding QWL expenditures and expenditures for the combined Education and Training Funds. Upon agreement of the State and the Union, uncommitted moneys from any one Fund provided under this Article may be transferred to supplement another Fund under this Article during the term of this Agreement.

Article 38 Personnel Records

Section One. An Employee's personnel file or "personnel record" is defined as that which is maintained at the Agency level, exclusive of any other file or record, provided, however, in certain agencies which do not maintain personnel files or records at the Agency level, the defined file or record shall be that which is maintained at the institution level. **The maintenance of the file may be in a digital or paper format.**

Article 46 Duration of Agreement

This Agreement shall be effective on July 1, 2016 **2021** and shall expire on June 30, 2021 **2025**.

Article 47 Essential Employee

Changed all reference from "Essential" to "Level One".

MOU #7 Travel Time

REGARDING DEPARTMENT OF DEVELOPMENTAL SERVICES, DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES, DEPARTMENT OF CHILDREN & FAMILIES & DEPARTMENT OF CORRECTIONS - TRAVEL TIME WITHIN THE AGENCY

The State of Connecticut Office of Labor Relations on behalf of the Department of Developmental Services (DDS) and the State of Connecticut and the New England Health Care Employees Union, District 1199, have entered into the following agreement concerning travel time between assignments within DDS certain State Agencies when such agency assignments are at different locations. The parties recognize the mutual benefit of voluntary overtime assignments. Employees often volunteer for overtime assignments at a location different from their regular duty station. When there is an hour or less time between such assignments, the parties agree that reasonable travel time **up to one (1) hour** should be considered as work time and included in the compensatory period. **The State Agency** shall, therefore pay Employees, **up to one hour**, as not having interrupted work status when the Employee goes directly from work assignment to another work assignment and there is one hour or less time between the end of the first assignment and the beginning of the second assignment.

MEMORANDUM OF UNDERSTANDING 10 (Deleted)
~~UCONN HEALTH CENTER FACULTY PHYSICIANS LIST~~

~~The State of Connecticut agrees to provide annually to District 1199 a list of UCONN Health Center faculty physicians who perform P-1 bargaining unit work and the number of hours that each physician works per week.~~

New MOU #10 Respiratory Therapist Agreement for UCONN

MOU #15 Reducing Mandatory OT at the Department of Corrections

Removes the Pilot and updates language to remove CMHC
Includes ESOS program at all DOC facilities and will be open to Health Services staff including LPC and CSW positions.

MOU #16 UCONN Respiratory Therapy Agreement

Updated to include Lead Respiratory Therapist \$8,000 for 1st shift, \$15,000 for 2nd and 3rd shift

MEMORANDUM OF UNDERSTANDING 19 RE: FURLOUGH DAYS (Deleted)

~~The undersigned parties acknowledge the existence of the current fiscal crisis within the State of Connecticut. It is further acknowledged that every Employee must share in the responsibility to ensure that the State remains in a position to provide essential services and that the health and welfare of its citizenry are preserved. To that end, this Agreement is made as result of discussions and understandings reached between representatives of the State of Connecticut and~~

the State Employees Bargaining Agent Coalition (SEBAC) with a goal to reduce spending and improve the State's fiscal condition. The State of Connecticut (hereinafter referred to as the "State" or "Employer"), and the New England Health Care Employees Union, District 1199, SEUI (hereinafter referred to as "District 1199" or the "Union") hereby agree as follows: **I. FURLOUGH DAYS** There shall be mandatory furloughs days for all members of the NP-6 and P-1 bargaining units. Part time Employees shall also serve furlough days, on a pro-rata basis, based upon their biweekly scheduled hours of work. It is understood that due to the unique nature of certain operations, it may not be feasible for all Employees to take certain preferred days as their furlough dates, and it is necessary for management to have flexibility in assigning alternate dates as furlough days. The value of a furlough day shall be one-tenth of the base biweekly pay for a bargaining unit member on a 26.1 pay period schedule or the remaining number of pay periods following legislative approval of this agreement. The Employer will calculate the value of three (3) days at the start of the 2018 fiscal year based on the daily rate of pay for each bargaining unit member. The Employer will reduce the base biweekly rate of pay throughout the fiscal year for the members by the total value of the three (3) furlough days that fall within said fiscal year. In exchange for the reduction in pay, bargaining unit members shall take three (3) days off, to be determined by the appointing authority, without additional loss of compensation, as a day in lieu of a voluntary schedule reduction day. It is understood and agreed that all days off shall be taken by June 15, 2018. Based upon agency operating need, furlough days shall be processed as follows: **A. For Employees who cannot be granted preferred furlough days:** In exchange for the reduction in pay bargaining unit members shall take one day off to be determined by the appointing authority without additional loss of compensation as a day in lieu of a voluntary schedule reduction day. It is understood and agreed that it may not be feasible for an Employee to be scheduled to take a day off before the end of the fiscal year, scheduled vacation leave may be substituted, and coded as a day in lieu of a voluntary schedule reduction day. Unless the notice is waived by mutual consent of the Employer and the Employee, the Employer shall give the Employee two (2) weeks notice of each designated day off. Seniority and employee preference shall be given due consideration. Absent extenuating circumstances, once an Employee has been notified of a designated day off, it shall not be unilaterally changed by management. The scheduling of such days off shall be with the goal of avoiding any additional costs to the Employer and the need to schedule replacement coverage. If an Employee elects not to take any of the designated days off, the Employer is under no further obligation to provide any alternative days off under this Agreement. **B. For Employees who can be granted preferred furlough days:** For Employees who work in other assignments or operations where the appointing authority has determined that Employees may be scheduled to take the day off, the following furlough days shall be available to be taken without additional loss of pay as a day in lieu of a voluntary schedule reduction day: 9/1/17 Friday before Labor Day 11/24/17 Friday after Thanksgiving 12/22/17 Friday before Christmas 12/26/18 Tuesday after Christmas Any Religious Holiday It is further understood and agreed that any Employee hired or reemployed after legislative approval of this Agreement shall be subject to the terms contained herein. For: STATE OF CONNECTICUT For: DISTRICT 1199 /s/ Fae Brown-Brewton 6/16/17 /s/ Dan Strahinich 6/16/17

MEMORANDUM OF UNDERSTANDING 20 (Deleted)

(ATTACHMENT F) STATE OF CONNECTICUT AND SEBAC FRAMEWORK FOR JOB SECURITY (HEREINAFTER REFERRED TO AS THE “2017 AGREEMENT FRAMEWORK”) CONCERNING WAGES AND OTHER MATTERS

The State and SEBAC recognize that wages and other matters are negotiated on a bargaining unit basis by the union designated as the exclusive bargaining representative for the unit. However, the State and SEBAC have agreed that the following parameters shall apply to all units seeking the job security protections of the SEBAC 2017 Agreement.

1. The following parameters shall apply to wage agreements through June 30, 2021:

a. Wage increases for FY 2016-17 and FY 2017-18—Except as provided below, no State employee who is represented by a bargaining unit that is part of SEBAC will receive any increase in salary or payments for either of the next two fiscal years deriving from a General Wage, step increase, annual increment, payment for individuals who were at their top step as a bonus, for the above two fiscal years. Individuals entitled to a promotion in accordance with the rules governing these subjects as outlined in the Connecticut General Statutes or their collective bargaining agreement shall receive increase in wages due to such promotion in accordance with past practice.

b. Payments for the FY 2018-19 Fiscal Year. There shall be a \$2,000 one-time payment to all employees, or top step lump sum plus \$1000 if greater. All payments shall be pensionable in accordance with the Plan's normal rules. The one-time payments shall be paid in July of 2018. The top step lump paid shall be paid on the employee's normal increment date. The one-time payment amount shall be pro-rated for part-time unit employees.

c. Wage increases for 2019-2020 and FY 2020-21—Provide a three and one half percent (3.5%) increase plus step increases, annual increments or their equivalent in those units that have them as part of their collective bargaining agreement. Local parties are not prevented from using art of the GWI for restructuring payments to employees. Non-increment units will receive additional payments in accordance with their parties' usual practice.

2. Funds and other payments—All other funds (e.g., tuition reimbursement) and other wage payments e.g., shift differential, allowances, etc., shall remain in place and continue in the same amounts presently in the respective collective bargaining agreement, except to the extent otherwise called for in the collective bargaining agreements. As the FY 2016-17 year has or will shortly pass, those units which did not receive funds for that year shall receive the normal amount for that year, plus any additional amount needed to pay off obligations for that fiscal year without reducing the funds available in the subsequent fiscal year. Any unexpected funds shall lapse or shall not lapse as of June 30, 2021, in accordance with whatever rules are set forth or practices determined in local agreements.

3. Placeholder for treating PDs, AADs, Parole Managers, and Deputy Wardens under same provisions as for Captains and Lieutenants under SEBAC 2011—This unit will negotiate and arbitrate the provisions of their collective bargaining through June 30, 2021. They will be governed by the other portions of the SEBAC 2017 agreement as outlined herein.

4. Longevity—The only change with respect to longevity is that the April 2018 longevity payment will be made in July 2018.

5. Furlough Days—There shall be three furlough days in FY 2017-18. These shall be handled for pension purposes under the Voluntary Schedule Reduction Program.

6. Judicial Marshals Time—further discussion needed about where to place agreement, and impact of local union acceptance thereof.

7. Additional Provisions—Bargaining Units will be offered:

a. Continuation of language to prevent privatization leading to layoffs

b. Options for telecommuting consistent with job duties where such is operationally feasible.

MEMORANDUM OF UNDERSTANDING # 31 Job Security (Deleted)

~~From July 1, 2017 and through June 30, 2021, there shall be no loss of employment for District 1199 bargaining unit employees hired prior to July 1, 2017, including loss of employment due to programmatic changes, subject to the following conditions: a) Protection from loss of employment is for permanent employees and does not apply to: i. Employees in the initial working test period; ii. Those who leave at the natural expiration of a fixed appointment term, including expiration of any employment with an end date; iii. Expiration of a temporary, durational or special appointment; iv. Non-renewal of a non-tenured employee (except in units where non-tenured have permanent status prior to achieving tenure); v. Termination of grant or other outside funding specified for a particular position; vi. Part-time employees who are not eligible for health insurance benefits. b) This protection from loss of employment does not prevent the State from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the attached implementation agreement. An employee who is laid off under the rules of the implementation provisions below because of the refusal of an offered position will not be considered a layoff for purposes of this Agreement. c) The State is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs effective after June 30, 2021. d) The Office of Policy and Management and the Office of Labor Relations commit to continuing the effectiveness of the Placement and Training process during and beyond the biennium to facilitate the carrying out of its purposes. 142 e) The State shall continue to utilize the funds previously established for carrying out the State's commitments under this Agreement and to facilitate the Placement and Training process.~~

MEMORANDUM OF UNDERSTANDING # 32 Reopener Per Framework (Deleted)

~~The agreement may reopen, effective July 1, 2019, solely to allow resolution of any demand the Union may make for a restructuring of salary, increment or pay structure, consistent with the "Framework for Job Security Concerning Wages and Other Matters" attached to the 2017 SEBAC Agreement. That framework allows changes in the distribution of GWI and increments to reflect restructuring that may occur, but does not allow the Union to bargain to increase total compensation. The Union may effectuate the reopener by informing the State, in writing, on or before January 1, 2018, of its desire to do so.~~

NEW Memorandum of Understanding DSS Medical Administration Manager Accretion Agreement

In resolution of the Impact Bargaining regarding employees in the following title Social Services Medical Administration Manager (2491MP). The Office of Labor Relations on behalf of the State of Connecticut and the New England Health Care Employees Union, District 11, hereinafter referred to as the "Union" hereby agree as follows:

Salary Group Placement: Effective upon legislative approval, employees in the

classification of Social Services Medical Administration Manager (2491MP) shall be slotted into the closest step above their biweekly salary in the FP pay plan. A list of said employees is attached hereto as "Exhibit A" and by reference incorporated herein.

<u>Job Classification</u>	<u>Current Salary Range</u>	<u>Proposed Salary Plan</u>
Social Services Medical Administration Manager (2491MP)	MP 67	FP33

Effective upon legislative approval, all permanent employees in the title identified above shall receive the 2022 negotiated SEBAC wage package. Said payments shall be pensionable in accordance with the Plan's normal rules.

Vacation Accrual: All current employees in the title identified above shall earn and accumulate Vacation and Personal Leave accruals consistent with Article 20 of the 1199 Contract. Incumbents employed at the time of this agreement who have accrued vacation days above the current cap for the P-1 bargaining unit, as of the date of legislative approval, will be permitted to (a) use their accrued vacation days or, (b) upon retirement, following the execution of this agreement, elect to be paid for their unused accrued vacation days above the current P-1 cap.

Overtime: In accordance with Article 13 of the 1199 Contract, all employees in the title identified above shall be classified as Exempt Employees. They are, therefore, eligible to accumulate Compensatory Time, on an hour for hour basis when said overtime is required and authorized by management.

Longevity: All employees in the title identified above, who did not have their longevity incorporated into their salaries in 2011, shall be eligible for longevity payments as prescribed by the contract in accordance with existing practice, except as provided otherwise in this agreement. No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.

Other Terms and Conditions: All economic items shall be effective upon legislative approval of this Agreement. Except as otherwise provided herein, the terms of the 2021-2025 1199 Contract shall apply to all employees in the title identified above.

NEW STIPULATED AGREEMENT Nurse Hiring Rates

State of Connecticut And New England Health Care Employees Union, District 1199, SEIU The State of Connecticut (hereinafter referred to as the "State"), the New England Health Care Employees Union, District 1199, SEIU (hereinafter referred to as "1199 or the Union") hereby agree as follows:

- 1. The parties acknowledge that market conditions can impact the ability to recruit for vacancies in state agencies.**
- 2. In an effort to respond to market conditions the parties agree to limited hiring rate flexibility for outside hires in the following job classifications:**
Advanced Nurse Practitioner
Psychiatric Advanced Nurse Practitioner
ForensicHeadNurse
ForensicNurse
HeadNurse
HeadNurseCorrectionalFacility
Nurse
Nurse (Correctional Facility)
Nurse Consultant (DPH FLIS)
Supervising Nurse Consultant (DPH FLIS)
- 3. Candidates with a bachelor's, master's or doctorate's degree in nursing may be offered an additional step at time of hire.**
- 4. Candidates with 3-4 years of nursing experience may be offered an additional step at time of hire.**
- 5. Candidates with more than 5-7 years of nursing experience may be offered two additional steps at time of hire**
- 6. Candidates with 8 or more years of nursing experience may be offered three additional steps at time of hire**
- 7. Candidates with relevant specialized experience or certifications may be offered an additional step at time of hire**
- 8. In following the above guidelines agencies will not be required to seek permission to offer a hiring rate to an outside candidate.**
- 9. Each agency that utilizes the above guidelines will provide a monthly report to the Union including: agency, title, name, salary grade and step, criteria met to dictate hiring rate, race and gender.**
- 10. Existing Employees in Steps 1-3 of the pay plan in effect on 7/1/2021 may be eligible for an additional step increase if their application for one of the titles above at the time of initial employment with the State of Connecticut includes the credentials outlined in the 1-7 above. The Employee shall request an audit of their personnel file from the Agency Human Resource Office.**
- 11. The parties agree to meet and discuss the effectiveness of the agreement on the ability to secure nurse candidates. No one party can opt out of this agreement except by mutual agreement**

NEW STIPULATED AGREEMENT Nurse Recruitment and Retention

Pay Plans for specific nursing titles will be adjusted with the drop three/add three methodology. Incumbents shall be slotted into the new plan in accordance with the State's guidelines on "Determining a Salary Upon a Change in Job Class". Creation of new parentheticals for DPH FLIS Nurse Consultant and DPH FLIS Supervising Nurse Consultant for pay plan adjustments. DAS to provide guidance/chart.

NEW STIPULATED AGREEMENT Post Doc Fellow – PsyclDept(Clin), Psychiatric Resident4 & Psychologist (Clinical) Hiring Rates

The State of Connecticut (hereinafter referred to as the "State"), the New England Health Care Employees Union, District 1199, SEIU (hereinafter referred to as "1199 or the Union") hereby agree as follows:

- 1. The parties acknowledge that market conditions can impact the ability to recruit for vacancies in state agencies.**
- 2. In an effort to respond to market conditions the parties agree to limited hiring rate flexibility for outside hires in the following job classifications:**
PostdFelw-PsyclDept(Clin)
PsychiatricResident4
Psychologist(Clinical)
- 3. Candidates with 3-4 years of psychology experience may be offered an additional step at time of hire.**
- 4. Candidates with more than 5-7 years of psychology experience may be offered two additional steps at time of hire**
- 5. Candidates with 8 or more years of psychology experience may be offered three additional steps at time of hire**
- 6. Candidates with relevant specialized experience or certifications may be offered an additional step at time of hire**
- 7. In following the above guidelines agencies will not be required to seek permission to offer a hiring rate to an outside candidate.**
- 8. Each agency that utilizes the above guidelines will provide a monthly report to the Union including: agency, title, name, salary grade and step, criteria met to dictate hiring rate, race and gender.**
- 9. Existing Employees in Steps 1-3 of the pay plan in effect on 7/1/2021 may be eligible for an additional step increase if their application for one of the titles above at the time of initial employment with the State of Connecticut includes the credentials outlined in the 1-7 above. The Employee shall request an audit of their personnel file from the Agency Human Resource Office.**
- 10. The parties agree to meet and discuss the effectiveness of the agreement on the ability to secure candidates. No one party can opt out of this agreement except by mutual agreement**

NEW STIPULATED AGREEMENT

Post Doc Fellow – PsyclDept(Clin), Psychiatric Resident4, Psychologist (Clinical) and Physician 2 Recruitment and Retention

Pay Plans for specific titles will be adjusted with the drop three/add three methodology. Incumbents shall be slotted into the new plan in accordance with the State's guidelines on "Determining a Salary Upon a Change in Job Class". DAS to provide details.

NEW STIPULATED AGREEMENT

Consumer Protection Drug Control Agent, Pharmacist, Pharmacy Supervisor and Consumer Protection Drug Control Principal Agent Recruitment and Retention

Pay Plans for specific titles will be adjusted with the drop one/add one methodology. Incumbents shall be slotted into the new plan in accordance with the State's guidelines on "Determining a Salary Upon a Change in Job Class". DAS to provide details.

NEW STIPULATED AGREEMENT

Physician & Psychiatrist Compensation

New pay plans for Staff Physicians, Staff Psychiatrist, Staff Psychiatrist (DMHAS) shall move to their respective adjusted pay plans in accordance with the State's guidelines on "Determining a Salary Upon a Change in Job Class". DAS to provide details.

NEW STIPULATED AGREEMENT

MEMORANDUM OF UNDERSTANDING REGARDING RECRUITMENT AND RETENTION OF PHYSICIANS AND PSYCHIATRISTS

The Parties agree that the State has experienced difficulty in recruiting and retaining qualified physicians and psychiatrists in the various State agencies including, but not limited to, the Department of Mental Health and Addiction Services, the Department of Developmental Services, the Office of the Chief Medical Examiner, the Department of Public Health the Department of Children and Families and the Department of Correction. From time to time, the parties have entered into stipulated agreements, separate and apart from the Agreement reached and fully executed on November 15, 2001 regarding the application of hiring rates. Inasmuch as that agreement has become ineffective, the undersigned parties hereby agree as follows:

1. For the future hiring of Principal Physicians and Principal Psychiatrists, the following standards shall apply: 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. Additionally, candidates may receive an added Step for an additional board certification as provided by the CBA.

2. The hiring rates for Staff Psychiatrists and Staff Physicians shall be subject to the following standards: 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.

3. In following these standards there will be no need to meet and discuss the offering of a hiring rate prior to hiring a candidate. The employing Agency shall, however, notify the Union in writing of the employment of any physician or psychiatrist hired by operation of this Agreement and the applicable hiring rate.

4. This Agreement is in accordance with Article 9 Section 22 of the State/District 1199 Contract, and shall become effective upon full execution of the parties. Nothing in this Agreement precludes the parties from entering into discussions regarding other recruitment and retention issues pursuant to Article 9 Section 22 of the Contract.

NEW STIPULATED AGREEMENT Agreement on the Classification of Dentist

Pay Plans for the title Dentist will be adjusted with the drop one/add one methodology. Incumbents shall be slotted into the new plan in accordance with the State's guidelines on "Determining a Salary Upon a Change in Job Class". DAS to provide details.

NEW STIPULATED AGREEMENT UCONN Per Diem Nurse's Aide Pilot Program

Implemented a pilot program at UCONN for incumbents in a Nurse's Aide Per Diem job classification

NEW STIPULATED AGREEMENT DMHAS Physician Mandatory Overtime

1. This agreement is specific to the Department of Mental Health and Addiction Services (DMHAS) and New England Health Care Employees (SEIU) District 1199 (Union) employees assigned to DMHAS.
2. The parties agree that Article 13, Section 13 "Mandatory Overtime" applies to physicians who are "mandated" to work over night on site/on call duty.
3. This agreement codifies the compensation practice currently in place within DMHAS.
4. Nothing in this agreement shall be applicable to another agency or other group of employees within the Union or DMHAS.
5. This agreement does not entitle employees to any back pay for hours previously worked.

NEW LETTER Float Pool

The parties agree to meet following ratification to discuss a pilot program which may allow the State to hire some specific 1199 direct care titles in a float pool.

NEW LETTER Clinical Social Worker Licensure Candidate

OLR reiterated our position that the State will meet and discuss the impact of reinstituting the use of the Clinical Social Worker Licensure Candidate classification if/when DAS releases the title.

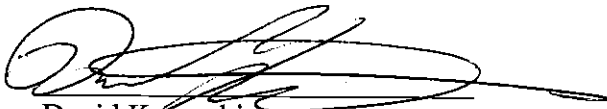
NEW LETTER CRMHC Overtime

1199 reiterated their desire to have meaningful discussions at the conclusion of negotiations (within 90 days) to discuss the inclusion of Capitol Region Mental Health Center time and one half compensation after eight (8) hours of work.

NEW LETTER HR Centralization and Reclassification Grievances

The parties agreed to meet with 1199 and DAS (within 90 days) to discuss improvements to the reclassification process.

Please use this guide while we finalize the actual contract. Agency Labor Relations Designees may contact us at (860) 418-6447 or e-mail questions to Tammy.Kowalski@ct.gov.



David Krayeski
Acting Undersecretary for Labor Relations