



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

September 6, 2017

GENERAL NOTICE NO. 2017-13-REVISED

TO: Labor Relations Designees

FROM: Office of Labor Relations

SUBJECT: Professional (P-2) Social and Human Services Bargaining Unit Contract Changes

The following summarizes the substantive changes contained in the 2016-2021 Professional (P-2) Social and Human Services Bargaining Unit 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 On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues.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 agreement.

Article 1 Recognition

Section Two (b) Added new statewide SEBAC language: "A temporary employee is an employee who has been hired to a position for a short term, seasonal, or emergency situation, including to cover for a permanent position when the incumbent is on workers' compensation or other extended leave, not to exceed 6 months. May be extended up to one year. If a temporary employee is retained greater than 12 months said employee shall be considered durational. A temporary employee shall become durational after 6 months or one year if extended."

Deleted the following: "A temporary employee is an employee who has been hired to fill a temporary, seasonal or emergency position."

Section Two (b) Added new statewide SEBAC language: "A durational employee is an employee who has been hired for a specific term, for a reason not provided above, including a grant or specially funded program of a specific term, not to exceed one year. A durational employee shall become permanent after six months, or the length of the working test period, whichever is longer."

Deleted the following: "to fill one of the following types of positions: a position of an individual who is on workers' compensation leave; a position of an individual who is on an extended paid or unpaid leave; or a position created for a specially funded program of a specified term."

Article 3 Temporary, Durational, Provisional and Permanent Part Time Employees

Section Two Deleted the following: “However, due to the nature of the durational appointment, a durational employee cannot be guaranteed continued employment beyond the termination date of the appointment.

Article 6 Union Security and Payroll Deduction

Section Three Updated to add “as designated by Council 4” to payroll deduction for Union dues.

Article 7 Union Rights

Section Three Added requirement that quarterly lists be provided by the Union specifying contact information and agency assignments for stewards and staff reps.

Section Four Deleted the following sentence: “a Labor Relations Specialist or higher representative of the Office of Labor Relations.”

Article 8 Personnel Records

Section Two (Paragraph 2) Changed preemployment to pre-employment (editorial).

Article 9 Service Ratings

Section Three Deleted the following: “In any arbitration the arbitrator shall not substitute his/her judgment for that of the evaluator in applying relevant evaluation standards unless the evaluator can be shown to have acted arbitrarily or capriciously” and replaced with “The evaluator bears the burden of demonstrating the appropriateness of said evaluation.”

Article 14 Transfers

Current contract language for DCF (parties will continue to discuss) and Memorandum of Agreement dated March 27, 2014 for DSS.

Article 15 Grievance Procedure

Section Six Step III: Added language: “within fourteen (14) days of receipt of the step II answer by the union” to submit to arbitration. Added language to end of last sentence: “and shall bear half the cost of arbitration and associated expenses.”

New Section Nine Arbitration

- 1) Submission. Submission shall be by certified letter, postage pre-paid, to the Office of Labor Relations.

- 2) Selection of Panel. The parties shall establish a panel of seven (7) arbitrators selected by mutual agreement.
- 3) Costs. The parties shall share equally in the expenses of the arbitrator.
- 4) Assignment of Cases. Cases shall be assigned on a rotating basis (alphabetically) to the panel based on the date of filing, first filed, first assigned except that dismissal cases shall be given precedence in scheduling. For dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator.
- 5) Removal of Arbitrator. Either party, upon written notice to the other, between March 1st and March 10th of each contract year may remove an arbitrator(s). By April 1st, the parties will have a reconstituted mutually agreed upon panel of seven (7) arbitrators for the succeeding year.
- 6) Arbitrability. A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice requirement shall be waived in instances of new evidence discovered during the arbitration hearing, except that in this event, the responding party may defer hearing the arbitrability for seven (7) days.
- 7) Pending Cases. The parties agree, immediately upon legislative approval of this Agreement, if not beforehand, and on an ongoing quarterly basis to meet and discuss the backlog of pending arbitration cases with the goal of resolving, thereby reducing the numbers of the same.
- 8) Expedited Cases. Up to ten (10) cases per contract year by the Union and up to seven (7) cases per year by the State may receive expedited arbitrator assignment as exclusions to the "first filed, first assigned" rule expressed herein. This provision is not a reference to the "expedited" procedure offered by the SBMA.
- 9) Postponements. In any individual arbitration case, each party will be allowed one postponement. Thereafter, postponements shall be by mutual consent of the parties, which shall not be unreasonably withheld.
- 10) Optional Process. Suspensions of ten (10) days or less, or by mutual agreement, any other matter may be submitted for arbitration to the State Board of Mediation and Arbitration (SBMA) according to the SBMA rules and regulations and fees. This shall allow use, by agreement only, of the SBMA expedited procedures.

The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases when the Union is not a party, one-half the cost shall be borne by the State and the other half by the party submitting to arbitration.

Article 16 Dismissal, Suspension, Demotion or Other Discipline

Section Two Added language: “When oral notice is provided, all required information of the Regulation shall be affirmed in writing. Such letter shall be provided to the employee simultaneously with the oral notice, with a carbon copy for the Union Local President. Unless waived by the employee, the Union Local President, or designee, shall be present at the pre-disciplinary conference to represent the employee and to discuss possible resolution. It is understood that this shall not unduly delay the meeting.”

Section Eight Added language: “If an employee is placed on administrative leave, the Local Union President shall be concurrently notified.”

Article 19 Non-Discrimination

Section Eight Added bolded language: The parties herein agree that absent a bona fide occupational qualification neither shall discriminate against any employee on the basis of race, color, religious creed, sex, **and recognizing sexual harassment as a form of discrimination**, age, national origin, ancestry, marital status, mental retardation, physical disability, **including pregnancy**, lawful political activity, prior conviction of a crime, a previous mental disorder, ~~or~~ sexual orientation, **or gender identity or expression, engaging in a protected activity or previously opposing discriminatory practice.**

Article 20 Contracting Out

Deleted “During the life of this Agreement.”

Article 24 Pregnancy, Maternal and Parental Leave

Section Three Changed “spouse” to “parent” for paid leave for child birth, etc.

Article 29 Sick Leave

New Section Three (e) Sick time utilization referenced in Article 29, Sections (a), (b), (c), and (d) should not count as an occasion.

Section Four Increase 5 days to 10 days for sick immediate family member and delete language regarding requirement of “critical” illness or “severe” injury “creating an emergency.”

New Statewide FMLA Language

Conn. Gen. Stat. § 5-248a is eliminated and replaced by Conn. Gen. Stat. § 31-51kk, et seq., which is coordinated with the federal Family and Medical Leave Act (FMLA). Sick leave may now be used to care for an immediate family member in circumstances which would meet the requirement for qualified family care under the FMLA. The new state coverage also allows for intermittent leave.

In addition, employees have the ability to take unpaid maternity, paternity, or other childrearing leave for up to four (4) months beyond the expiration of any leave otherwise due under this section or under the FMLA. As is current practice, employees may extend personal medical leave for up to twenty-four (24) weeks after all other leaves have expired and with appropriate medical certification.

Permanent part-time employees who do not meet the hours threshold of state and federal law shall continue to be eligible for unpaid family leave as per current practice. FMLA qualified sick leave shall be calculated separately from the non-qualified sick leave available under the contract. Use of sick leave under this provision shall not be deemed an incident or occurrence under an absence control policy.

The exact language of this provision is being finalized.

Article 31 Compensation

Section One General Wage Increases

There shall be no GWI for the contract year 2016-2017.

There shall be no GWI for the contract year 2017-2018.

There shall be no GWI for the contract year 2018-2019.

Effective July 1, 2019, there shall be a three and one-half percent (3.5%) GWI.

Effective July 1, 2020, there shall be a three and one-half percent (3.5%) GWI.

Section Two Annual Increments and Lump Sum Payments

There shall be no annual increment or lump sum payment for the contract year 2016-2017.

There shall be no annual increment or lump sum payment for the contract year 2017-2018.

There shall be a two thousand (\$2,000) dollar one-time payment to all employees the first pay-period in July 2018. The one-time payment shall be pro-rated for part-time employees.

Effective July 1, 2019, employees shall receive their annual increments and/or lump sum payments.

Effective July 1, 2020, employees shall receive their annual increments and/or lump sum payments.

New Section Three (c) Employees shall continue to be eligible for longevity payments in accordance with existing practice and in accordance with the SEBAC 2011 and 2017 Agreement. The longevity schedule in effect on June 30, 1988, shall remain unchanged in dollar amounts during the life of this Agreement.

- a) July 1, 2016 – June 30, 2017 longevity shall be paid on time.
- b) July 1, 2017 – June 30, 2018, October 2017 longevity shall be paid on time; April 2018 longevity shall be delayed until July 2018.
- c) July 1, 2019 – June 30, 2020 longevity shall be paid on time.
- d) July 1, 2020 – June 30, 2021 longevity shall be paid on time.

Article 41 Miscellaneous

Section Two Delete language regarding conversion of time from days to hours.

Section Three Delete language regarding need to negotiate regarding intermittent claims interviewers.

Section Six Deleted entire section – obsolete language regarding domestic partners.

New Section Six Snow Days

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

B. Vacation, PL and Sick Time Impact for Non-Essential Employees:

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

C. 10 month employees choosing a 12 month pay plan shall be treated like any other 12 month employee for purposes of inclement weather closings.

Article 45 Tuition Reimbursement

Section Two The State shall allocate \$260,000 to this Fund effective July 1, 2017, and annually thereafter. There shall be no allocation for 2016.

Section Three (a) For credit courses at accredited institutions of higher education the maximum reimbursement per credit hour shall be:

<u>Effective Date</u>	<u>Undergraduate</u>	<u>Graduate</u>
July 1, 2003	\$135.00	\$220.00

Effective July 1, 2017, maximum reimbursement shall be equal to the applicable University of Connecticut resident credit hour rate, but at no point shall it be less than \$150 per credit hour for undergraduate classes or \$250 for graduate.

Article 46 Conference and Workshop Funds

Section Two Added language concerning agency approval for monies and disputes to be resolved through the clearing committee.

Article 49 Duration of Agreement

This Agreement covers the period July 1, 2016 to June 30, 2021.

Section One Furlough Days

Each employee is required to take three (3) unpaid furlough days between July 1, 2017 and June 30, 2018. Furlough day requirements will be prorated for employees working less than 35 hours per week.

The value of a furlough day shall be one-tenth (1/10) of the biweekly pay for a bargaining unit member on a 26 pay period schedule. The above value shall be deducted in the pay period in which the furlough day is taken. Alternatively, bargaining unit members may elect to have the total value of three (3) furlough days deducted incrementally throughout the course of FY18. For employees who choose the latter option, effective the first full pay period after legislative approval, the Employer will reduce the base biweekly rate of pay throughout the remaining fiscal year for said employees by the total value of the three (3) furlough days that fall within said fiscal year. Deductions for furlough days shall be made pursuant to this paragraph except as otherwise provided herein. 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.

The P-2 bargaining unit furlough days shall be 11/24/17, 12/26/17 and 5/25/18. Subject to agency operating needs, the agency may designate an employee to work on one of the P-2 furlough days. In exchange, the employee shall select and substitute another day within the

fiscal year. Management shall solicit volunteers to satisfy operating needs on these days. If no qualified volunteers are available, seniority shall be the controlling factor.

Part-time employees shall also serve furlough days, on a pro-rata basis, based upon their biweekly scheduled hours of work. Any employee whose schedule does not include a designated P-2 furlough day, will select another date within the fiscal year. An employee who is scheduled for more or less than eight hours on a furlough day will adjust their schedule for that pay period.

If an employee leaves state employment prior to June 30, 2018, any furlough time taken in excess of the amount covered by the annualized deductions will be charged against any remaining vacation accruals at the time of separation. Should there be insufficient vacation time to cover the overuse of the furlough time, attendance will be modified accordingly and a deduction will be taken from the final paycheck.

Furlough days shall be treated for in the same manner as voluntary schedule reductions under Connecticut General Statute 5-248c.

Section Two Job Security

From July 1, 2017 and through June 30, 2021, there shall be no loss of employment for P-2 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 SEBAC 2017 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 June 30, 2021.

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.

The State shall continue to utilize the funds previously establishes for carrying out the State's commitments under this Agreement and to facilitate the Placement and Training process.

Section Three Telecommuting/ Telework/AWS

Each agency will form a committee (like labor management) with each of its unions to discuss these issues. With the agreement of Union representatives, committees may operate across bargaining units.

There shall also be a Statewide Telework Committee. The purpose of the Committee is to create policy and policy guidance to agencies regarding telework policies and implementation thereof. Areas of guidance include ensuring consistent standards, disability accommodations, performance measurements, agency closures, and management training. The Committee shall be comprised of an equal and mutually agreed upon number of members appointed by the SEBAC Leadership, and representatives of management, which shall include the Director of Statewide Human Resources and other such designee of the Commissioner of DAS, and members of OLR. The Committee shall be cochaired by the Undersecretary of OLR or his/her designee and a representative of SEBAC. The Committee shall commence with meetings no later than 60 days following ratification of the Agreements.

Current practice will remain at each agency until parties meet and agree otherwise or changes occur through facilitation and or arbitration. Each committee shall begin its work no later than 30 days following the ratification of this agreement, and shall provide an initial report to the Statewide Committee regarding the meetings held and information relevant to the issue of telework, as defined and requested by the Statewide Committee.

Up to six members (equal on each side) on the committee. Union staff, and the Office of Labor Relations, shall serve as ex officio participants on the committee until a policy acceptable to both parties has been created.

There shall be a Flexible Scheduling Facilitator, who shall be knowledgeable in flexible schedule issues. The Facilitator shall be available to resolve such matters as submitted by the parties. The Facilitator shall work with the committees to establish AWS, Compressed Scheduling, and Telecommuting Policies acceptable to both parties. If the parties are unable to agree to such policies within 90 days of the commencement of Statewide Committee meetings, either party may invoke interest arbitration on this issue. In such arbitration, it shall be agreed upon language that:

- (1) Any policy shall consider the legitimate operational needs of the affected agencies as well as the interests of the affected employees.
- (2) The determination of the employer to deny a request for AWS, Compressed Work Schedules, and Telecommuting shall be arbitrable, but shall first be submitted to the joint committee and the Facilitator for a recommended disposition.

- (3) Current contract language on AWS and Flex scheduling shall be agreed upon language unless a bargaining unit agrees otherwise and/or proposes alternative language in the arbitration.

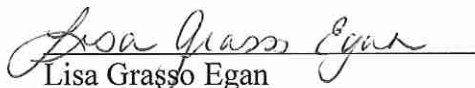
If the inability to reach agreement involves more than one bargaining unit and/or more than one agency, prior to the arbitration(s) being scheduled, the parties shall confer to determine the best way to achieve their mutual interest in expeditiously establishing a fair and effective policy applicable to those units and/or agencies.

Status of Appendices and Memoranda of Agreement

1. MOU regarding Furlough Days - Delete
2. Appendix A, Section 2, Excerpts from Scope & State Agreement – Delete
3. Appendix A, Section 3, Excerpts from Scope & State Agreement – Delete
4. Appendix A, Sections 4-7, Excerpts from Scope & State Agreement – Delete
5. Appendix B, MOU I, CJTS Pass Days – Maintain
6. MOU II, DCF Parole Services Social Workers – Replace to reflect current MOU
7. MOU III, Department of Labor Job Fairs – Maintain
8. MOU IV, DSS- Protective Services Elderly Standby Program – Maintain
9. MOU V, Implementation of Increased Work week – Delete
10. MOU VI, OPA Standby – Delete
11. MOU VII, DSS Alternative Work Schedules – Maintain
12. MOU VIII, OPA Work Schedule Agreement – Delete
13. MOU IV, Article 16, Section Two Confirmation of Oral Notice – Delete
14. MOU X, DSS Vacation Scheduling – Maintain
15. MOU XI, DCF Standby Program – Maintain as MOU but with the following Modifications: Change “Hotline” to “Careline” and update number of Offices and Regions.
16. MOU XII, Out of State Visitation Unit – Maintain
17. Appendix C, Stipulated Agreement I, DCF Hotline Positions – Change “Hotline” to “Careline” and update Regions
18. Stipulated Agreement II, DSS Overtime – Delete
19. Stipulated Agreement III, DSS Staffing Equalization – Delete
20. Stipulated Agreement IV, Regional Definition – Update at a later time
21. Supersedence Appendix – Update when CBA is done
22. P-2 Unit Classifications – Update when CBA is done
23. Longevity Schedule – Maintain
24. Stipulated Agreement, DCF Youth Services Swaps of October 2003 – Maintain
25. Stipulated Agreement, Regarding OLR Case 12-5459 State of CT re: DCF Work Schedule Accommodations – Delete
26. Jim French Letter – Union involvement in schedule accommodations – Delete
27. Memorandum of Understanding Regarding OLR 12-5453/DAS 1211050 SWT Pay Plan – Maintain
28. Stipulated Agreement – DCF Hotline Executed October – November 2001 – Maintain
29. Stipulated Agreement – SPP-26,451 – DSS Temp Service in Higher Class – Delete

30. Memorandum of Understanding, DSS Staff Out-Stationing – Maintain as MOU except Paragraph #7
31. Agreement, DSS “less arduous duty” Searches – Delete
32. Stipulated Agreement, Regarding SPP-26,308 – Delete
33. Memorandum of Understanding, Veterans Performance Awards, Etc. – Delete
34. Memorandum of Understanding, VA Work Study Allowance Program – Delete
35. Memorandum of Understanding, DOL Reemployment Services Program – Delete
36. Agreements and Letters Concerning CDHI – Delete
37. Supplemental Letter of Agreement, Interpreters – Delete
38. CDHI Standby Program – Delete
39. Stipulated Agreement, Regarding SPP-27,039 BESB Equipment – Delete
40. Stipulated Agreement, Job Postings at CHRO – Delete
41. Stipulated Agreement, DPH Strike Monitoring – Delete
42. Memorandum of Understanding, DDS Alternate Work Schedule – Maintain
43. Letter, DCF SIU and Revenue Enhancement – Delete
44. SEBAC 3 Placement and Training – Delete
45. Intermittent Employees – Delete
46. Letter, DCF Hot Line – Maintain
47. Memorandum of Understanding, Article 7, Section 4 - Delete

Please use this as a 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.



Lisa Grasso Egan

Undersecretary for Labor Relations