

**TENTATIVE AGREEMENT
BETWEEN THE STATE OF CONNECTICUT AND THE
NEW ENGLAND HEALTH CARE EMPLOYEES UNION DISTRICT 1199
SEIU (NP-6 & P-1)
FOR A SUCCESSOR AGREEMENT TO THE AGREEMENT THAT EXPIRED JUNE
30, 2016**

DURATION OF AGREEMENT

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

Except as modified by this agreement, and the tentative agreements attached hereto, the provisions of the existing District 1199 contract remain in effect.

FURLOUGH DAYS AND JOB SECURITY

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 fixed 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. There shall be one (1) furlough day before June 1, 2009; three (3) furlough days between July 1, 2009 and June 30, 2010 and three (3) furlough days between July 1, 2010 and June 30, 2011. The furlough days shall be processed as follows:

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 assigned the fixed furlough days:

The biweekly rate of pay for the pay period beginning May 22, 2009 and ending June 4, 2009, shall be reduced by one tenth to accommodate the value of the furlough day (daily rate of pay). 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, and this obligation may, therefore, be extended into the next fiscal year.

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 assigned-the-fixed 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, ~~and/or the office shall close~~, 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:

| | |
|-----------------|-----------------------------------|
| <u>9/1/17</u> | <u>Friday before Labor Day</u> |
| <u>11/24/17</u> | <u>Friday before Thanksgiving</u> |
| <u>12/22/17</u> | <u>Friday before Christmas</u> |
| <u>12/26/18</u> | <u>Tuesday after Christmas</u> |
| | <u>Any Religious Holiday</u> |

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.

JOB SECURITY

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.
- 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.

ARTICLE 9 COMPENSATION

SECTION ONE. GENERAL WAGE INCREASE. (A) There shall be no general wage increase paid to any NP-6 or P-1 bargaining unit member for the 2016-2017 contract the 2017-2018 contract year; the 2018-2019 contract year.

Effective with the pay period that includes July 1, 2019 the base annual salary for all bargaining unit employees shall be increased by three and one-half percent (3.5%).

Effective with the pay period that includes July 1, 2020 the base annual salary for all bargaining unit employees shall be increased by three and one-half percent (3.5%).

(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.

There shall be no annual increments paid for the 2016-2017 contract year; the 2017-2018 contract year; or the 2018-2019 contract year.

All employees shall be eligible to receive a one-time-payment of \$2,000.00 effective with the pay period that includes July 1, 2018. Part-time employees shall receive a pro-rated payment.

The annual increment for the 2019-2020 and 2020-2021 contract years shall be paid on time in accordance with existing practice.

SECTION THREE. LONGEVITY.

(A) Employees shall continue to be eligible for longevity payments for the life of this contract in accordance with existing practice. The longevity schedule in effect on June 30, 2009, shall remain unchanged in dollar amounts for the life of this Agreement and is appended hereto. All periods of state service shall count towards the determination of an Employee's longevity.

entitlement. The October 2017 Longevity payment shall be paid on time. The April 2018 Longevity payment will be delayed until July, 2018.

(B) 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 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.

SECTION FOUR. An Employee, who is promoted, whether provisionally or permanently, shall receive an increase equivalent to not less than the amount of an increment in the salary group of the classification to which he/she is promoted, but not to exceed the maximum for the new classification.

SECTION FIVE. IN CHARGE PAY.

The "in-charge" rate of pay shall be increased to \$18.00 effective July 1, 2018. Should a licensed nursing person be designated "in charge" for less than a full shift, the "in-charge" rate of pay shall be prorated accordingly.

SECTION SEVEN. Effective with the pay period that includes July 1, 2019, the above rate for standby assignments shall increase to \$2.00 per hour and \$4.00 for holidays.

SECTION NINE. NIGHT DUTY OR STANDBY NIGHT DUTY FOR PHYSICIANS.

(A) The existing practices for the assignment of physicians to perform night duty or standby night duty, from 4:30 P.M. to 8:30 A.M. in addition to their regular daytime work schedule, shall remain in effect. The following rates shall apply:

Effective with the pay period that includes July 1, 2018, Physicians in all Agencies shall be paid \$42.50 per hour multiplied by the number of hours worked in off-site standby status. Effective with the pay period that includes July 1, 2020 the hourly rate shall be increased to \$50.00.

(B) Physicians who work on-site on-call and weekend on-site on-call shall be paid at the rates outlined below:

| <u>Shift Assignment</u> | <u>Length</u> | <u>Days</u> | <u>Payment</u> |
|--|---------------|--------------------------------|--|
| 4:30 p.m.-8:30 a.m | 16 hours | Mon-Fri & Holidays | \$1280 |
| 8:30 a.m.-8:30 p.m. or 8:30 p.m. - 8:30 a.m. | 12 hours | Sat & Sun | \$960 |
| 8:30 a.m. - 4:30 p.m. or a scheduled 2 nd shift on that day | 8 hours | Thanksgiving Dec. 25, & Jan. 1 | \$640 plus holiday pay at either comp time or pay at the MD's choice |

If the State establishes on-site on-call shifts of fewer than listed above, the rate shall be \$80.00 per hour. Effective with the pay period that includes July 1, 2018 the rate shall increase to \$90.00 per hour. Effective with the pay period that includes July 1, 2020 the rate shall increase to \$100.00 per hour.

Due to the hours and circumstances of these assignments, the psychiatrist and/or physician may have considerable "downtime". The assignment is not equal to a regular shift of normal work with a full complement of duties and functions on each shift.

The compensation set forth herein shall be the entire amount that such Employees will be compensated for this assignment regardless of the work performed. No additional premium shall be paid in the event the assignment is on a holiday, other than provided above.

In no event may a psychiatrist and/or physician volunteer for more than the following on site assignments in any seven (7) day period without management approval:

1. Two sixteen (16) hour shift assignments or
2. One sixteen (16) hour shift assignment PLUS two twelve (12) hour shift assignments.

Both off site standby and on site on duty assignments (in no event concurrently) are available to Employees who retain the current classification designations.

Nothing in this agreement prevents DMHAS from scheduling a part time psychiatrist or physician to work on second or third shift, a weekend or a holiday. All such assignments shall be on site and encompass the full range of duties and responsibilities of a part time psychiatrist or physician.

This Agreement shall not serve as precedent in any pending or future dispute between the parties, and shall not be admissible as evidence in any arbitration including interest arbitration except on this issue of pay for psychiatrists and physicians.

Nothing herein shall change the existing practice of not compensating Employees covered by this Agreement to attend to the signing of a death certificate and pronouncing death.

SECTION FOURTEEN. P-1 ANNUAL BONUS PAYMENTS.

Effective October 1, 2019, Physicians who, ~~on October 1 of each year,~~ are Board-certified in their area of practice, shall receive a ~~one~~ three thousand dollar (\$~~1 3,000~~) bonus each year. Effective October 1, ~~1997~~2019, all physicians employed by the Department of Children and Families who are Board-certified in other job-related areas, as agreed-upon by the parties, such as Adolescent Psychiatry shall receive a \$5,000 annual bonus. Psychiatrists within the Department of Mental Health and Addiction Services, assigned to Whiting Forensic Institute, with a Forensic Board Certification, shall continue to be eligible for a \$10,000. annual bonus.

[NEW] Section Twenty-three: Effective with the pay period that includes July 1, 2019 a new Step 9 shall be added to the RW 14 pay plan that is \$2,500.00 above the current Step 8. Effective with the pay period that includes July 1, 2020 a new Step 10 shall be added to the RW 14 pay plan that is \$2,500.00 above Step 9.

Article 13

Hours Of Work, Work Schedules And Overtime

(I) On, or after, June 1, 2018, the Union may request of the Office of Labor Relations, discussions regarding the increasing the hours of employees in specific classifications. The Union will provide a list of classifications for discussions. Such discussions will be governed by the procedure as outlined in subsection (G) above.

SECTION NINETEEN. SUPERVISING PHARMACISTS. The State and the Union agree that Supervising Pharmacists shall be eligible for overtime, effective July 1, 2019.

Article 22

Sick Leave

SECTION FOUR. An Employee shall be granted sick leave:

(A) For Employee medical, dental or eye examination or treatment for which arrangements cannot be made outside of working hours.

(B) In the event of death in the immediate family when as much as ~~twenty-one (21) hours~~ three (3) days of leave with pay shall be granted, chargeable to sick leave. Immediate family means spouse, father, mother, sister, brother, or child and also any relative who is domiciled in the Employee's household.

(C) In the event of serious illness or injury to a member of the immediate family, as defined in (b) above, or a person who is a member of the Employee's household for whom the Employee must provide care, provided that not more than ~~thirty-five (35) hours~~ ten (10) days of sick leave per calendar year shall be granted for this purpose. If more than ~~thirty-five (35) hours~~ ten (10) days per calendar year are required for this purpose, the Employee may request vacation, personal leave or holiday time. The Employee will provide a medical certificate or equivalent documentation to substantiate the need for this additional leave and the Employer will attempt to grant the request.

(D) For going to, attending, and returning from funerals of persons other than members of the immediate family, if notice is given in advance, provided not more than ~~twenty-one (21) hours~~ **three (3) days** of sick leave per calendar year shall be granted therefore.

(E) In the event illness or injury prevents the Employee from reporting to work.

(F) ~~Twenty one (21) hours~~ **Three (3) days** of paid leave deducted from sick leave will be provided to a parent at the time of the termination of pregnancy, adoption or taking custody of a child.

(G) Leave hours granted under (B), (C), (D) and (F) above shall be prorated for permanent part-time Employees.

ARTICLE 23

LEAVES OF ABSENCE

SECTION TWO. (A) In the cases of involuntary leave, the leave of absence shall be with position and shift assignment held for up to one (1) year or the length of the Employee's service, whichever is less, unless holding the shift creates undue hardship on the Employer. For part-time Employees under twenty (20) hours per week, the leave of absence shall be up to six (6) months or the length of the Employee's service, whichever is less. In cases of illness, the Employee must provide the Employer with a medical certificate or an equivalent statement of a physician.

(B) In the case of parental leave, the leave of absence shall be for up to twelve (12) months after the date of delivery, but it shall be with position and shift assignment held for only six (6) months after the date of delivery. Part time Employees under twenty (20) hours per week are entitled to this parental leave. Except that the length of leave shall be one half (1/2) of the full-time entitlement.

(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 or the Federal Family and Medical Leave Act.

An Employee may request a leave for good cause, in accordance with the provision of Section Three, following expiration of the parental leave, except that such leave may be granted for a maximum of six (6) months. "Good Cause Shown" includes Family Violence Leave as set forth in DAS General Letter Number 34 (www.DAS.CT.GOV) which provides that an employee may take paid or unpaid leave during any calendar year in which such leave is reasonably necessary for the following reasons:

- (1) To seek medical care or psychological or other counseling for physical or psychological injury or disability for the victim,
- (2) To obtain services from a victim services organization on behalf of the victim,
- (3) To relocate due to such family violence, or
- (4) To participate in any civil or criminal proceeding related to or resulting from such family violence.

SECTION FIVE. In cases of involuntary leave due to illness or maternity disability, an Employee will first use all accrued leave time except vacations. Use of accrued vacation time will be optional with the Employee. Following a one year involuntary leave of absence, an Employee must work at least six months or 914 hours in order to be eligible for an additional leave, except as otherwise provided by law regardless of whether they are full-time or part-time.

Other leaves will begin after the Employee has used all accrued leave time except sick time.

ARTICLE 25

JURY DUTY

Any Employee who is excused from jury duty after 5:00pm the day before the Employee is scheduled to report for jury duty shall report for work for his/her regular work shift.

ARTICLE 31

TRAVEL REIMBURSEMENT

SECTION ONE. ~~An Employee who is required to travel on Employer business shall be reimbursed at the following rates:~~ An Employee who is required to travel on Employer business shall be reimbursed for in-state and out-of-state travel according to the Standard State Travel Regulations as formulated by DAS (www.DAS.ct.gov).

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 in writing by U.S. mail to the Union headquarters at 77 Huyshope Avenue, Hartford, CT 06106 of any discharge, suspension or demotion concurrent with the written notice to the Employee.~~ 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. 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.

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 an area~~ 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) 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 1, 2017 ~~of each contract year~~. 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.

(C) The Employer and the Union agree that allocations to all of the agencies ~~may~~ **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 ~~of the Personnel Development~~ 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 ~~pooled and~~ 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 ~~per for~~ contract year 2017 shall be established. ~~Funds that were not expended during the contract expired June 30, 2009 will be rolled over into the new contract.~~ Effective

July 1, 2019 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 \$20.00 \$25.00. Effective July 1, 2011, this amount shall be increased to \$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.

(C) **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 Director of the Office of Labor Relations or designee.~~

SECTION FIVE. EDUCATION AND TRAINING COMMITTEE. ~~The parties shall establish a joint Labor Management committee to be chaired by the Administrator (referenced in Section Seven) and composed of five members of the NP-6/P-1 bargaining units and five Agency representatives. This committee shall meet semiannually 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. The purpose of the Committee will be to oversee education and training related activities under this contract. The committee shall:~~

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 moneys from one fund may be transferred to supplement another fund during the term of this agreement.

(C) Coordinate OWL 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 moneys 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.**

~~_____ (G) Conduct needs assessments and develop plans to meet these needs.~~

~~_____ (H) Make recommendations to the Union and State each contract year for transfers of uncommitted moneys from any tuition or workshop fund to another fund. Upon agreement of the State and the Union, uncommitted moneys from one fund may be transferred to supplement another Fund during the term of this Agreement.~~

~~_____ (I) Coordinate QWL training activities with other programs.~~

~~_____ (J) Monitor usage of the Combined Education and Training Fund and develops guidelines to insure that all funds are distributed equitably.~~

~~_____ (K) Make a recommendation 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 Personnel Development Unit may assist when necessary.~~

SECTION SIX. CONFERENCE AND WORKSHOP FUNDS.

(A) There shall be a combined NP-6/P-1 fund of \$380,000 appropriated on or about July 1, 2017 of each contract year 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 (\$1,000.00) 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 \$1,000.00 \$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 \$350,000 **two hundred thousand dollars (\$200,000)** appropriated on or about July 1, **2017 and** for 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.

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 Director of the Office of Labor Relations or designee.

PAY PLAN RESTRUCTURING

The parties understand and agree that during the discussions leading to the SEBAC 2017 Agreement, it was suggested that the bargaining units could propose restructuring of its pay plan(s), without additional expenditures, consistent with the "Framework for Job Security concerning Wages and Other Matters." The New England Health Care Employee's Union, District 1199 SEIU may initiate said discussions regarding said restructuring by notifying the Undersecretary for Labor Relations, in writing, on or before January 1, 2018. That process shall be completed no later than July 1, 2019.

**CLINICAL SOCIAL WORKERS ASSIGNED TO DMHAS MOBILE
CRISIS UNIT**

The parties agree that due to the challenging nature of the assignment, only Clinical Social Worker Associates should work on the Department of Mental Health and Addiction Services' Mobile Crisis Unit. Clinical Social Workers so assigned shall be upgraded to the classification of Clinical Social Worker Associate effective with the pay period that includes July 1, 2019.

Physicians and Psychiatrists Pay Plan

Effective with the pay period that includes July 1, 2018, all Physicians and Psychiatrists shall be placed on the RW pay plan with the understanding that except those transitioning to Step One (1) of the RW pay plan, there shall be no immediate increase in compensation due to this transitioning.

This agreement expires June 30, 2021 and is subject to approval of the Legislature pursuant to Connecticut General Statutes Section 5-278.

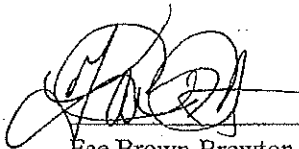
FOR: NEHCEU DISTRICT 1199

FOR: STATE OF CONNECTICUT



Dan Strahinich

6/30/17



Fae Brown-Brewton

6/30/17

ARTICLE 1
RECOGNITION

SECTION FOUR, TEMPORARY EMPLOYEES.


A temporary Employee (~~including a~~ excluding a per diem Employee) is defined as an Employee who is hired to fill a temporary, durational or emergency position of six (6) months duration or the length of leave of absence of the Employee replaced, whichever is longer. Due to the nature of temporary employment, temporary Employees cannot be guaranteed continued employment beyond the termination date of the appointment. In other respects, this Agreement shall apply to a temporary Employee after completion of six (6) months of continuous service. When the service of such Employee has been satisfactory for a period of six (6) months and a noncompetitive vacancy exists in the bargaining unit which he/she is qualified to fill, the Employer shall offer the position to the Employee after permanent Employees have been considered. In the event two or more Employees have been employed for exactly the same length of time, the position shall be offered to the Employee with the highest last four digits of their Social Security number. Upon appointment to a permanent position, the ~~Employee shall serve a working test period as provided in this Agreement.~~ Employee shall serve a working test period as provided in Article 8 [Working Test Period], section three (3) B. Seniority shall be retroactive to the date of last hire upon successful completion of the working test period.

Grant Employees and Federal Grant Participants shall be covered by the terms and conditions of this Agreement.

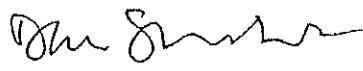
The Union may grieve and/or arbitrate the termination of a temporary Employee only under the following conditions:

1. The Employee has been employed for more than six (6) months. For part-time Employees the working test period shall be based on 914 hours or six (6) months, whichever is greater. Any overtime hours worked above regularly scheduled hours will not count toward satisfying the working test period.
2. The termination is "for cause" and was not the result of the expiration of the temporary appointment.

For the State:


Date: 5-31-17

For the Union:

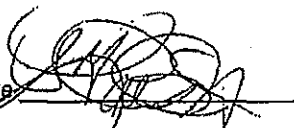

Date: 5/31/17

Article 1
Recognition

~~SECTION FIVE. PART-TIME EMPLOYEES UNDER TWENTY HOURS.~~

~~The number of permanent part-time Employees employed in bargaining unit classifications for less than twenty (20) hours per week shall not exceed the equivalent of twenty percent (20%) of the number of budgeted bargaining unit positions during the first year of this Agreement. Upon request, but no more than once per calendar year, the Union shall receive a list of Employees working less than twenty (20) hours per week for the pay period in which the list is furnished.~~

For the State



S. Fae Brown-Brewton

For the Union



Daniel J. Stahlrich

Date:

12-27-16

Date:

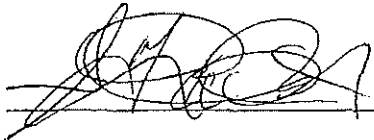
12/27/16

TENTATIVE AGREEMENT

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, history of developmental or intellectual disability ~~mental disorder or mental retardation~~, except on the basis of bona fide occupational qualifications.



For the State of Connecticut

S. Fae Brown-Brewton



For District 1199

Daniel J. Strahinich

Date: 2-28-17

Date: 2/28/17

TENTATIVE AGREEMENT

ARTICLE 4 UNION RIGHTS

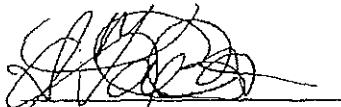
SECTION ONE. Employer representatives shall deal exclusively with Union delegates or representatives in the processing of grievances or any other aspect of contract administration, subject to the right of an Employee to process his/her grievance without Union assistance as provided in Article 32.

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 ~~personnel~~ Human Resources office 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.



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15



For District 1199
Daniel J. Strahinich

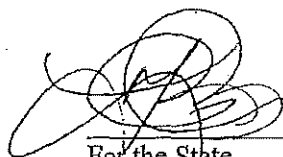
Date: 12/16/15

TENTATIVE AGREEMENT

ARTICLE 4, Section 4
UNION RIGHTS

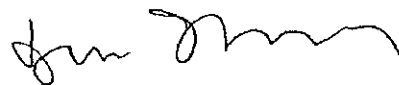
State agencies will use the form in Appendix G to account for delegates' release time for contract administration. This provision shall not be interpreted to limit delegates' rights under this Article.

Delegates will cooperate fully in providing such information in a timely fashion.



For the State
S. Fae Brown-Brewton

Date: 11-18-15



For the Union
Daniel J. Strahinich

Date: 11 / 18 / 15

ARTICLE 4
UNION RIGHTS

SECTION SEVEN. UNION BUSINESS LEAVE.

Effective July 1, 2012, when a UBL request is made to the Director of Labor Relations, with a concurrent copy of the applicable Agency, the written request shall include the reason(s) for the UBL, such as attendance at Executive Board meeting, Union conventions in the United States, or delegate training sessions," as prescribed by the Contract.

Union Withdraws 11/6/15

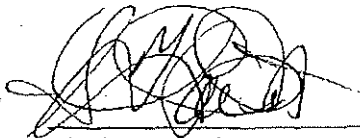
DS 11/10/15
For the Union

[Signature] 11-10-15
For the State

TENTATIVE AGREEMENT

ARTICLE 4, SECTION 7 (B)
UNION RIGHTS

(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 ~~Director-Undersecretary of 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. ~~For Employees who return from such leave on and after January 1, 1985, the Employee on unpaid leave shall have the right to purchase retirement credits for the period of the leave, provided that in addition to the Employee's contribution, if any, the Employee or the Union contribute the State's share of the past service and normal cost of such retirement credit.~~ 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.



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15



For District 1199
Daniel J. Strahinich

Date: 12/16/15

TENTATIVE AGREEMENT

ARTICLE 4
UNION RIGHTS

SECTION TEN. ~~Where pay telephones are reasonably available, Union delegates or representatives shall use such telephones for Union business calls. If pay telephones are not available, State telephones may be used.~~ 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.



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15



For District 1199
Daniel J. Strahinich


Date: 12/16/15

Article 4

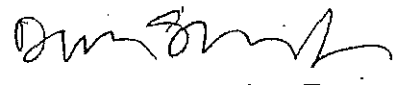
Union Business Leave

Section eleven (NEW):

When an Union Business Leave (UBL) request is made to the Director 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.

For the State: 

S. Fae Brown-Brewton

For the Union: 

Daniel J. Strahinich

Date: 1-10-17

Date: 1/10/17

ARTICLE 6
CONTRACTING OUT

(A) During the life of this Agreement, no permanent Employee will be laid off as a direct consequence of the exercise by the State Employer of its right to contract out.

(B) The State Employer will be deemed in compliance with this Article if:

(1) The Employee is offered a transfer to the same or similar position which, in the Employer's judgment, he/she is qualified to perform, with no reduction in pay; or

(2) The Employer offers to train an Employee for a position which reasonably appears to be suitable based on the Employee's qualifications and skills. There shall be no reduction in pay during the training period.

~~(C) SUNSET CLAUSE: The provisions of this Article expire automatically upon expiration of this Agreement. Either party may renegotiate for the inclusion of this provision or any modification thereof in any successor agreement.~~

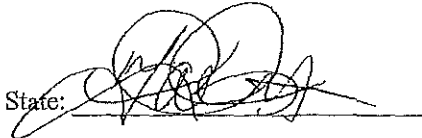
For the Union: _____



Date: _____

6/16/17

For the State: _____



Date: _____

6-22-17


TENTATIVE AGREEMENT

~~ARTICLE 8~~ Article 8 PF 7/10/15
WORKING TEST PERIOD


SECTION ONE. The Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during a Working Test Period shall be tantamount to a failure of the competitive examination.

SECTION TWO: LENGTH OF WORKING TEST PERIOD.

(A) The initial Working Test Period for classes covered by this Agreement shall be six (6) months in duration, except for trainee classifications for which the Working Test Period is the length of the established training period as prescribed by the job specification. ~~The Working Test Period for trainee classifications shall not exceed twelve (12) months, except that it may be extended for up to six (6) months on an individual basis with the approval of the Commissioner of Administrative Services and in consultation with the Union. The Union shall not unreasonably deny such requests.~~ For those classifications where the initial Working Test Period exceeds six (6) months, an Employee shall become eligible for all paid leave and insurance benefits upon completion of six (6) months of full time service or its equivalent.


For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15


For District 1199
Daniel J. Strahinich

Date: 12/16/15

TENTATIVE AGREEMENT

ARTICLE 8/8

WORKING TEST PERIOD

SECTION ONE. The Working Test Period shall be deemed an extension of the examination process. Therefore, a determination of unsatisfactory performance during a Working Test Period shall be tantamount to a failure of the competitive examination.

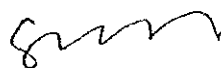
SECTION TWO. LENGTH OF WORKING TEST PERIOD.

(A) The initial Working Test Period for classes covered by this Agreement shall be six (6) months in duration, except for trainee classifications for which the Working Test Period is the length of the established training period as prescribed by the job specification. ~~The Working Test Period for trainee classifications shall not exceed twelve (12) months, except that it may be extended for up to six (6) months on an individual basis with the approval of the Commissioner of Administrative Services and in consultation with the Union. The Union shall not unreasonably deny such requests.~~ For those classifications where the initial Working Test Period exceeds six (6) months, an Employee shall become eligible for all paid leave and insurance benefits upon completion of six (6) months of full time service or its equivalent.



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15



For District 1199
Daniel J. Strahinich

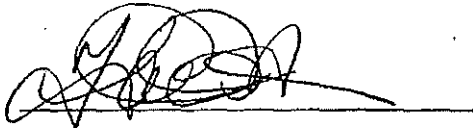
Date: 12/16/15

TENTATIVE AGREEMENT

Article 8

WORKING TEST PERIOD

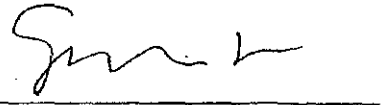
SECTION FOUR. The Working Test Period may, with the approval of the Commissioner of Administrative Services ~~and the Union~~, be extended on an individual basis for a definite period of time not to exceed three (3) months in the case of non-competitive positions and six (6) months in the case of competitive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



For The State of Connecticut

S. Fae Brown-Brewton

Date: 2-4-16



For District 1199

Daniel J. Strahinich

Date: 2/4/16

STATE'S REVISED PROPOSAL

DECEMBER 14, 2016

ARTICLE 8

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.

D.S.

12/14/16

Jae B. Br
12-14-16

TENTATIVE AGREEMENT

ARTICLE 8 WORKING TEST PERIOD

(E) Promotion to a competitive classification shall require a Working Test Period of six (6) months from the date of appointment from a certified list promulgated by the ~~Director of Personnel and Labor Relations~~. Commissioner of Administrative Services.



For the State
S. Fae Brown-Brewton

Date: 11-18-15



For the Union
Daniel J. Strahinich

Date: 11/18/15

TENTATIVE AGREEMENT

ARTICLE 9

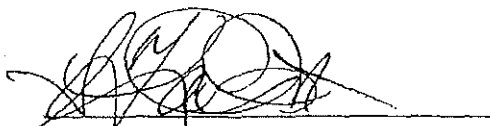
COMPENSATION

SECTION SEVEN.

ON CALL/STANDBY FOR OTHER THAN PHYSICIANS.

(A) In the event the Employer ~~wishes~~ wishes to change or establish an on-call schedule, three (3) weeks' notice shall be given to the affected Employee(s) and the Union. The Employer shall meet with the Union upon request and discuss the details for administering the on-call assignment.

(2) **CALLED BACK** - Employees who are called back to work shall be ~~treated~~ compensated in accordance with Article 13, Section Five, Call Back Pay. Such pay will include normal and reasonable travel time.



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15



For District 1199
Daniel J. Strahinich

Date: 12/15/15

TENTATIVE AGREEMENT

ARTICLE 9
COMPENSATION

SECTION EIGHT.

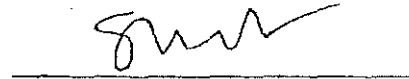
~~QUALIFIED MENTAL RETARDATION PROFESSIONALS.~~

~~Those Qualified Mental Retardation Professionals (QMRP's) who are below the salary group of the class of Qualified Mental Retardation Professional and who had QMRP responsibility for a caseload of fifteen or more clients for the previous year shall receive a yearly \$1,000 stipend lump sum payment. Such payment shall be prorated in the event that the Employee did not meet the above criteria for a full year.~~



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15



For District 1199
Daniel J. Strahinich

Date: 12/16/15

ARTICLE 9
COMPENSATION

SECTION SEVENTEEN. PER DIEM EMPLOYEES. Notwithstanding the provisions of the collective bargaining agreement, the Pension Agreement and Chapter 66 of the Connecticut General Statutes, the State may utilize per diem Employees in the following classifications:

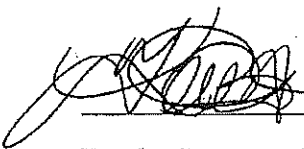
Registered Professional Nurse (Per Diem)
Licensed Practical Nurse (Per Diem)
Occupational Therapist (Per Diem)
Physical Therapist (Per Diem)
Physician (Per Diem)
Psychiatrist (Per Diem)
Psychologist (Per Diem)
Speech Therapist (Per Diem)
Surgical Technologist (Per Diem)
Respiratory Therapist (Per Diem)
Staff Radiology Technologist (Per Diem)
Optometrist (Per Diem)
Podiatrist (Per Diem)
Dental Assistant (Per Diem)
Laboratory Assistant (Per Diem)

Individuals in per diem classifications will work on an intermittent basis. These classifications may be used by the State to provide coverage on a daily basis where an Agency has been unable to recruit enough non per diem Employees in the applicable classification series or due to absences of current staff. Individuals in per diem classifications shall not be entitled to retirement benefits, health insurance or life insurance benefits, paid leave, longevity or other economic benefits, except as provided below:

Registered Professional Nurse – Step 3 of Head Nurse 2
Licensed Practical Nurse – Step 3 of Licensed Practical Nurse
Occupational Therapist – Step 5 of Occupational Therapist Supervisor
Physical Therapist – Step 5 of Physical Therapist Supervisor
Physician – 125% of the Maximum of Principal Physician
Psychiatrist – 150% of the Maximum of Principal Psychiatrist
Psychologist – 150% of the Maximum of Supervising Psychologist 2
Speech Therapist – 125% of Step 5 of Communication Therapist
Surgical Technician (Per Diem) – Step 5 of the Surgical Technician
Respiratory Therapist (Per Diem) – Step 5 of the Respiratory Therapist
Staff Radiology Technician (Per Diem) – Step 5 of the Radiology Technician
Dental Assistant (Per Diem) – Step 3 of Dental Assistant
Laboratory Assistant (Per Diem) – Step 3 of Lab Assistant 1

85 11/10/15

For the Union

 11-10-15


For the State

TENTATIVE AGREEMENT

ARTICLE 9
COMPENSATION


SECTION NINETEEN, PHYSICIANS

~~(B) — Part time Physicians will be paid on a scale that is 5% below the ranges for the Staff and/or Principal Physician.~~



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15



For District 1199
Daniel J. Strahinich
Date: 12/16/15

Article 9

Compensation

SECTION SEVEN. ON CALL/STANDBY FOR OTHER THAN PHYSICIANS.

(A) In the event the Employer wished to change or establish an on-call schedule, three (3) weeks notice shall be given to the affected Employee(s) and the Union. The Employer shall meet with the Union upon request and discuss the details for administering the on-call assignment.

The decision to institute the on-call program and the designation of the job classification(s) to be assigned shall be the prerogative of the Employer. If the parties cannot agree on the procedure the Employer may implement and the Union shall have the right to request arbitration following implementation. In rendering a decision, the arbitrator must give weight to the following factors in the following order of priority:


- (1) The impact on patient/client care and/or service to their families or the public.
- (2) The impact on the Agency/Department.
- (3) The impact on the Employee(s).

(B) ~~Effective with the pay period that includes July 1, 2005, Staff, other than physicians who are assigned to be readily available to return to work or perform other work as required by the Agency's standby program, shall be paid \$1.50 per hour for the period of the standby assignment. Employees on standby assignment where the beginning shift falls on a holiday shall be paid \$3.00 per hour for the period of the standby assignment. Effective with the pay period that includes July 1, 2006, the above rate shall increase to \$1.65 per hour and \$3.50 for holidays. Effective with the pay period that includes July 1, 2019, the above rate for standby assignments shall increase to \$2.00 per hour and \$4.00 for holidays.~~

For the Union: _____

Daniel J. Strahinich

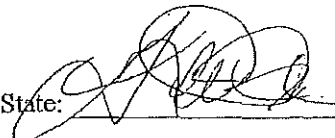
Date: _____


6/22/17

For the State: _____

S. Fae Brown-Brewton

Date: _____


6-22-17

Article 9

Compensation

SECTION SEVEN. ON CALL/STANDBY FOR OTHER THAN PHYSICIANS.

(A) In the event the Employer wished to change or establish an on-call schedule, three (3) weeks notice shall be given to the affected Employee(s) and the Union. The Employer shall meet with the Union upon request and discuss the details for administering the on-call assignment.

The decision to institute the on-call program and the designation of the job classification(s) to be assigned shall be the prerogative of the Employer. If the parties cannot agree on the procedure the Employer may implement and the Union shall have the right to request arbitration following implementation. In rendering a decision, the arbitrator must give weight to the following factors in the following order of priority:

- (1) The impact on patient/client care and/or service to their families or the public.
- (2) The impact on the Agency/Department.
- (3) The impact on the Employee(s).

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For the Union: _____

Daniel J. Strahinich

Date: _____

6/22/17

For the State: _____

S. Fae Brown-Brewton

Date: _____

6-22-17

Article 9


Compensation

SECTION ELEVEN. RECRUITMENT AND RETENTION BONUS

FOR REGISTERED NURSES. ~~Effective July 1, 2005, Each Registered Nurse who is permanently assigned to the second or third shift shall receive a "recruitment and retention" yearly bonus of two thousand five hundred dollars (\$2,500). Effective with the pay period that includes July 1, 2007, this bonus shall be increased to three thousand dollars (\$3,000.00). This bonus shall be pro-rated for part-time Registered Nurses. This bonus shall be paid biweekly. In order to be eligible for this bonus, the Employee must have completed one year of service in the registered nurse classification. Commencing with the pay period that includes October 30, 2005,~~ A recruitment and retention stipend of two thousand dollars (\$2,000.00) shall be paid annually to Employees in the classifications of Clinical Nurse Coordinator and Nurse Clinician. This stipend shall be paid in two (2) installments in July and December ~~in of~~ each contract year.

SECTION TWELVE. RECRUITMENT AND RETENTION BONUS

FOR LICENSED PRACTICAL NURSES. ~~Effective with the pay period that includes July 1, 2005 e~~Each Licensed Practical Nurse who is permanently assigned to second and third shift shall receive a yearly "retention" bonus of ~~five hundred and fifty dollars (\$550.00). Effective with the pay period that includes July 1, 2007 the bonus shall increase to six hundred dollars (\$600).~~ This bonus shall be paid in two (2) installments: In July and December. In order to be eligible for this bonus, the Employee must have completed one year of service in the classification.

For the Union: 
Daniel J. Strahinich

Date: 6/22/17

For the State: 
S. Fac Brown-Brewton

Date: 6-22-17

Article 9

Compensation

SECTION FIVE. IN CHARGE PAY.

(A) In determining the designation of "in charge", each Agency will consider that an "in charge" situation exists when a licensed nursing person has been so designated by management, and assigned immediate/direct responsibilities in the absence of the next higher line of licensed nursing supervision.

(B) "In charge" posts will be designated to meet the situation in subsection (A) above, but may also be designated under other conditions to meet Agency operating needs.


(C) In the event that the Union claims during the life of this Agreement that a licensed nursing person is in fact "in charge" as defined in subsection (A) and that the Agency has failed to compensate for such designation, ~~so designate~~, the matter may be grieved and arbitrated.

(D) If a licensed nursing person in the P-1 or NP-6 bargaining unit is designated "in charge" as defined above or by subsequent agreement, he/she shall be entitled to receive an additional \$14.00 for each full shift worked in that capacity. ~~The in charge rate of pay shall be increased to \$16.00 for each full shift worked in that capacity.~~ The "in-charge" rate of pay shall be increased to \$18.00 effective July 1, 2018. Should a licensed nursing person be designated "in charge" for less than a full shift, the "in-charge" rate of pay shall be prorated accordingly.

For the Union:

Daniel J. Strahinich

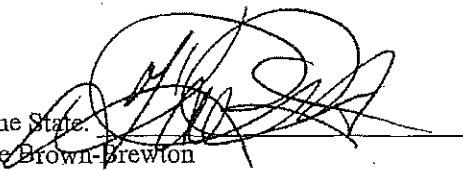
Date:


6/20/17

For the State:

S. Fae Brown-Brewton

Date:


6-20-17

TENTATIVE AGREEMENT

Article 11

Method of Salary Payment

SECTION THREE: LEAVE BALANCES

Annually, each Employee shall be notified in writing of his/her balances of leave time, except where this is currently done more frequently. ~~At the time of such notification, the Employer shall inform those Employees whose vacation leave balances are projected to reach the cap within the next year.~~



For the State of Connecticut

S. Fae Brown-Brewton



For District 1199

Daniel J. Strahinich

Date: 2-4-16

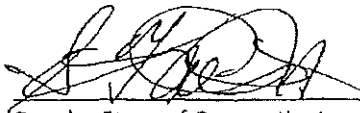
Date: 2/4/16

TENTATIVE AGREEMENT

ARTICLE ~~8~~ 11
COMPENSATION


SECTION THREE, LEAVE BALANCES.

Annually, each Employee shall be notified in writing of his/her balances of leave time, except where this is currently done more frequently. ~~At the time of such notification the Employer shall inform those Employees whose vacation leave balances are projected to reach the cap within the next year.~~



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15



For District 1199
Daniel J. Strahinich

Date: 12/16/15

TENTATIVE AGREEMENT

ARTICLE 12
CLASS REEVALUATIONS

DS
CBS
SECTION ONE. The process set forth in this Article supersedes the provisions of ~~5-200(p)~~ Sec. 5-200b. Pertaining to reclassification of state employees by the Commissioner of Administrative Services relative to the right of Employees or their representatives to appeal for class reevaluation (upgrading).

SECTION TWO. The Union, but not any Employee, shall have the right to appeal in writing by submitting data, views, questionnaires or any other documentation that the Union deems relevant relative to reevaluation of a class or classes of positions allocated to the State Compensation Plans. The Union may request a meeting to present its appeal. Within sixty (60) days after the receipt of such written data or holding the requested meeting, the Commissioner of Administrative Services or designee shall answer the appeal.

SECTION THREE. The Commissioner of Administrative Services or designee shall judge the appeal only with respect to the following criteria:

(A) Whether there was a change in job duties of the class appealed so substantial that it should have the effect of changing its compensation grade. The Commissioner or designee will not look to changes which occurred prior to the effective date of this Agreement.

(B) If the Commissioner or designee finds ~~Having found no~~ a substantial change in job duties, the Union may appeal the class shall be presented to Arbitration ~~the Master Evaluation Committee for evaluation.~~

SECTION FOUR. In any arbitration case arising from such appeal, the mutually agreed upon arbitrator or permanent umpire, who shall be experienced in public sector position classification and evaluation, shall base his/her decision on the criteria set forth in Section Three above. If such arbitrator or permanent umpire decides that the criteria set forth in Section Three have been met, the class shall be ~~presented to the Master Evaluation Committee for evaluation~~ upgraded accordingly.

SECTION FIVE. The State reserves the right to reevaluate any classification. In the event that such reevaluation results in Objective Job Evaluation points in excess of those of the current classification, the State will upgrade the classification in accordance with such reevaluation. Any such upgrade shall be effective the first day of the pay period following notification to the Union.

FOR THE STATE:

DATE: 2-4-16

FOR THE UNION:

DATE: 2/4/16

TENTATIVE AGREEMENT


ARTICLE 12
CLASS REEVALUATIONS

SECTION ONE. The process set forth in this Article supersedes the provisions of ~~5-200(p) Sec. 5-200b. Pertaining to reclassification of state employees by Commissioner of Administrative Services (upgrading.) relative to the right of Employees or their representatives to appeal for class reevaluation.~~



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15



For District 1199
Daniel J. Strahinich

Date: 12/14/15

TENTATIVE AGREEMENT


ARTICLE 12
CLASS REEVALUATIONS

SECTION THREE. The Commissioner of Administrative Services or designee shall judge the appeal only with respect to the following criteria:

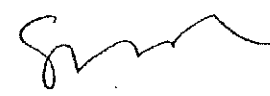
(A) Whether there was a change in job duties of the class appealed so substantial that it should have the effect of changing its compensation grade. The Commissioner or designee will not look to changes which occurred prior to the effective date of this Agreement.

~~(B) Having found a substantial change in job duties, then the class shall be presented to the Master Evaluation Committee for evaluation. Where there is disagreement regarding substantial change, the matter may be submitted to arbitration.~~

SECTION FOUR. In any arbitration case arising from such appeal, the mutually agreed upon arbitrator or permanent umpire, who shall be experienced in public sector position classification and evaluation, shall base his/her decision on the criteria set forth in Section Three above. If such arbitrator or permanent umpire decides that the criteria set forth in Section Three have been met, the class shall be ~~presented to the Master Evaluation Committee for evaluation~~ upgraded accordingly.


For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15


For District 1199
Daniel J. Strahinich

Date: 12/16/15

Same as
2/4/16

ARTICLE 13
HOURS OF WORK, WORK SCHEDULES AND OVERTIME

SECTION ONE.

DEFINITIONS.

(G) Except as provided above, a forty (40) hour workweek may be established only if the Union and the Employer agree in writing to do so. Such agreement would be arrived at through negotiations between the parties. Either party could initiate these negotiations by notice to the other party of its interest in such negotiations. Issues unresolved by negotiations shall not be subject to arbitration and forty (40) hour workweeks shall not be established unilaterally. A forty (40) hour schedule shall not be established with individual Employees on a voluntary or compulsory basis without the agreement of the Union, as outlined above. The foregoing does not preclude the Employer from establishing new positions as forty (40) hour positions

The Office of Labor Relations shall be the State's representative in all such negotiations. If an agreement is reached between the parties to implement a forty (40) hour workweek, such agreement may be implemented without any additional legislative approval required. Any such agreement requires the signature of the Director of Labor Relations and the President of the Union or the Assistant Director of Labor Relations or Vice President of the Union.

✓ law (S)

DS

12/14/16

for BB
12-14-16

ARTICLE 13 OVERTIME

The parties recognize that working overtime is a function of a direct care employee's work, and that as an operational necessity, direct care settings routinely require overtime to provide essential coverage and services. However, the parties also know that both work related injuries and personal illnesses are covered by various state and federal statutes that may limit an employee's availability to perform overtime hours.

Article 13, sec 12

Jim Smith

2/13/17

~~Paul Smith~~
6-13-17

ARTICLE 13 OVERTIME

24/7 Facilities

The parties recognize that working overtime is a function of a direct care employee's work, and that as an operational necessity, direct care settings routinely require overtime to provide essential coverage and services. However, the parties also know that both work related injuries and personal illnesses are covered by various state and federal statutes that may limit an employee's availability to perform overtime hours.

Don Smith
6/13/17

Local GT AGREEMENTS
6-13-17

ARTICLE 13
HOURS OF WORK, WORK SCHEDULES AND OVERTIME

SECTION ONE

DEFINITIONS:

(A) A standard workweek for full-time Employees is thirty-five (35) hours in five (5) days.

(B) A nonstandard workweek for full-time Employees is an average of five (5) workdays and thirty-five (35) hours per week; averaged over a period of eight (8) weeks or less.

(C) An unscheduled workweek for full-time Employees is one whose schedule of hours is determined by the requirements of the position and which averages five (5) workdays and thirty-five (35) hours per week over a period of eight (8) weeks or less.

(D) Schedules of more than thirty-five (35) hours per week may be continued or may be established in accordance with Section Six of this Article.

(E) Exempt Employees are those being paid above Salary Group 25. Notwithstanding the above those exceptions as provided under OJE-SCOPE Agreement Section 4(F) shall continue to be applicable and receive overtime compensation.

(F) Other provisions of this Section notwithstanding, at the discretion of the Agency Commissioner, Department of Mental Health and Addiction Services Psychiatrists and Physicians and Department of Consumer Protection Drug Control Agents, may at any time, be assigned to a forty (40) hour workweek. Such assignments shall be subject to individual schedule changes consistent with Section Seven hereof. Employees shall be compensated for all hours worked and earn leave credits in accordance with the forty (40) hour workweek.

(G) Except as provided above, a forty (40) hour workweek may be established only if the Union and the Employer agree in writing to do so. Such agreement would be arrived at through negotiations between the

parties. Either party could initiate these negotiations by notice to the other party of its interest in such negotiations. Issues unresolved by negotiations shall not be subject to arbitration and forty (40) hour workweeks shall not be established unilaterally. A forty (40) hour schedule shall not be established with individual Employees on a voluntary or compulsory basis without the agreement of the Union, as outlined above.

The Office of Labor Relations shall be the State's representative in all such negotiations. If an agreement is reached between the parties to implement a forty (40) hour workweek, such agreement may be implemented without any additional legislative approval required. Any such agreement requires the signature of the Director of Labor Relations and the President of the Union or the Assistant Director of Labor Relations or Vice President of the Union.

(H) The parties may negotiate over any other schedule in excess of a thirty-five (35) hour workweek. Such negotiations will be governed by the procedure outlined in subsection (G) above.

NEW: (I) On, or after, June 1, 2018, the Union may request of the Office of Labor Relations, discussions regarding the increasing the hours of employees in specific classifications. The Union will provide a list of classifications for discussions. Such discussions will be governed by the procedure as outlined in subsection (G) above.

For [Signature]
1-25-17
[Signature]
1/25/17

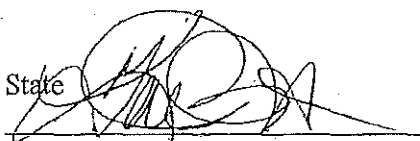
December 1, 2016

Article 13
Hours of Work, Work Schedule and Overtime


Exchange of Shifts, swapping, switching or shift substitutions are encompassed within the definition of "time trading". Time trading is the substitution of one employee to work the hours scheduled for another employee in the same or similar job class that would typically perform the duties (e.g. DSW1 & DSW2) ^{currently} practiced at the work location. Time trading may be allowed, but all such arrangements must be made within the following parameters:

- a) An agreement between individuals employed by the agency to substitute for one another at their own option must be approved by the agency in advance.
- b) The Employer must know what work is being done, by whom it is being done, and where and when it is being done.
- c) The time trading, including the repayment of the trade, must be completed within the same pay period.
- d) The Agency shall assume no additional costs, including overtime costs, as a result of time trading.

State


12-1-16

Union


12/1/16

TENTATIVE AGREEMENT

Article 13

HOURS OF WORK, WORK SCHEDULES AND OVERTIME

SECTION FIVE.

CALL BACK PAY.

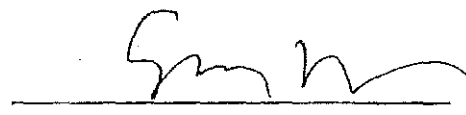
Employees who have left work after the end of their scheduled work shift and who are called back to work by the Employer shall receive a minimum of four (4) hours pay work. Part-time Employees under twenty (20) hours who are called in under these circumstances shall receive a minimum of two (2) hours pay work. However this guarantee shall apply only once during any twenty-four (24) period. This provision shall not apply to Employees who are called in early prior to their regular starting time and work through their regular shift.



For The State of Connecticut

S. Fae Brown-Brewton

Date: 2-4-14



For District 1199

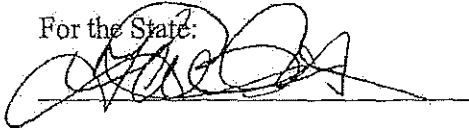
Daniel J. Strahinich

Date: 2/4/16

SUPERVISING PHARMACISTS

The State and the Union agree that Supervising Pharmacists shall be eligible for overtime, effective July 1, 2018.

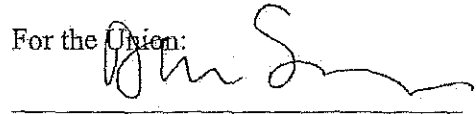
For the State:



Date:

6-16-17

For the Union:



Date:

6/16/17

Article 13 § 19

TENTATIVE AGREEMENT

ARTICLE 14 SENIORITY


SECTION ONE. Seniority shall be defined as an employee's length of State service since date of last hire.

For part-time employees, seniority shall be prorated in accordance with the number of hours worked by the employee.


SECTION TWO. An employee's seniority shall accrue during the following periods:

(A) War service (as defined in Section 27-103 (a) C.G.S., including service prior to State employment).

FOR THE STATE:


Date: 2-16-16

FOR THE UNION:


Date: 2/16/16

TENTATIVE AGREEMENT

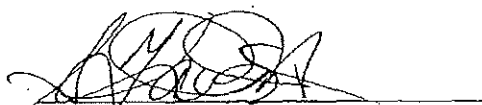
ARTICLE 14

SENIORITY

SECTION TWO. An Employee's seniority shall accrue during the following periods:

- (A) War service (including service prior to State employment).
- (B) Military leave.
- (C) Paid leave.
- (D) Worker's Compensation leave.

(E) Unpaid sick leave, disability, family emergency due to illness, parental, authorized leaves of absence or layoff of up to a maximum of twelve (12) months or the length of Employee's service, whichever is less. Provided, however, a full-time Employee who returns to work part-time during the maximum twelve (12) month period, or length of the Employee's service, whichever is less, shall accrue full-time seniority for the remainder of such period.



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15



For District 1199
Daniel J. Strahinich


Date: 12/16/15

TENTATIVE AGREEMENT

ARTICLE 14

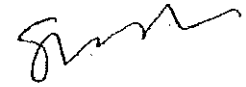
SENIORITY

SECTION SEVEN, If an ~~bargaining unit~~ Employee accepts a position outside of the bargaining unit, but within State service, and returns to the bargaining unit, the period of time spent in the position(s) outside of either the NP-6 or P-1 bargaining unit shall be considered a break in service. Credit for service previous to this break in service shall be applied to the returning Employee provided the Employee has been employed for at least three (3) consecutive years prior to their change of bargaining unit.



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15



For District 1199
Daniel J. Strahinich

Date: 12/16/15

ARTICLE 14

SENIORITY

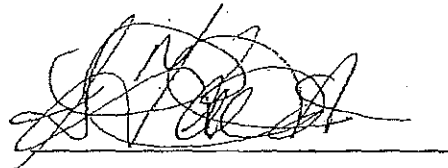
SECTION 8. Annual seniority lists based on State service shall be maintained by classification on an Agency basis, indicating the name of the Employee's institution submitted to the Union via email by January 31st of each contract year. The submitted list shall contain the Employee's name, job classification, ID number, original date of hire, and Agency location.



For the Union:

Daniel J. Strahinich

Date: 1/28/16




For the State:

S. Fae Brown-Brewton

Date: 1-28-16

Article 15
Promotions and Lateral Transfers

Section Two. When a noncompetitive vacancy in a facility or region occurs and no Employee has recall rights to such vacancy, the Employer shall send notice of such vacancy to the Union Office. The Employer shall post notice of such vacancy on www.DAS@ct.gov, on a bulletin board at each facility, or in a community setting, in the manner it ordinarily uses for notices to bargaining unit Employees in the facility or region where the vacancy exists. The Employer will also post such vacancies in other regions or facilities within the Agency. Such notices shall be sent to one location per region or facility, to be determined by mutual agreement. Such posting shall be for a period of not less than seven (7) calendar days before the vacancy is filled. Such notice shall include the job classification, the work schedule, shift, work location and person to contact.

For the State: 

S. Fae Brown-Brewton

For the Union: 

Daniel J. Strakinich

Date: 12-22-16

Date: 12/22/16

TENTATIVE AGREEMENT

ARTICLE 15

PROMOTIONS AND LATERAL TRANSFERS

SECTION FOUR. In all cases of promotion or lateral transfer to noncompetitive positions, when there is no appreciable difference between the ability of the competing candidates to perform the duties of the job, seniority as defined under Article 14 within the NP-6 and P-1 bargaining units combined, shall govern after consideration of affirmative action goals and ADA accommodations. Temporary service in the position does not in and of itself constitute an appreciable difference. In any arbitration of a dispute under this Section, unless the Employer can be shown to have acted arbitrarily and capriciously, the arbitrator shall give substantial weight to the judgment of the Employer in applying the relevant evaluation standards. Junior Employees cannot grieve the selection of a more senior Employee.



For The State of Connecticut

S. Fae Brown-Brewton



For District 1199

Daniel J. Strahinich

Date: 2-4-16

Date: 2/4/16

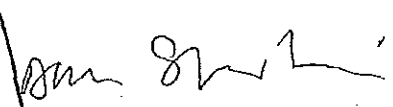
Article 16
Order of Layoff or Reemployment

SECTION SIX. Within one (1) week of availability of the seniority list and the list of vacancies specified above, the affected Employee shall provide written notice whether he/she elects to exercise bumping rights. This election shall be binding on the Employee and a failure to elect shall constitute a waiver of bumping rights, and the employee shall be laid off.

SECTION TEN. If the seniority of two or more Employees is exactly the same, then bargaining unit seniority shall prevail; if the bargaining unit seniority is exactly the same, then classification seniority shall prevail. If classification seniority is exactly the same, priority for layoff and recall shall be determined by a coin-toss or drawing lots the higher employer number.

For the State: 
S. Fae Brown-Brewton

Date: 1-10-17

For the Union: 
Daniel J. Strahinich

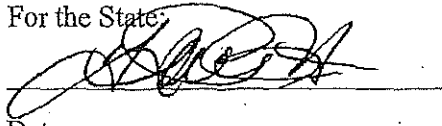
Date: 1/10/17

*Should be
employee*

ARTICLE 16, SECTION 11 CONTINUITY OF EMPLOYMENT

The State and the Union agree to maintain the existing language found in this article and section of the collective bargaining unit agreement. The date outlining coverage for permanent status employees shall be changed from July 1, 2009 to July 1, 2016.

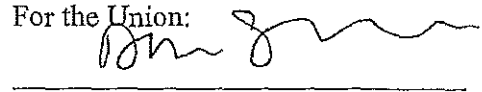
For the State:



Date:

6-16-17

For the Union:



Date:

6/16/17

TENTATIVE AGREEMENT

ARTICLE 17

TEMPORARY SERVICE IN A HIGHER CLASS

SECTION THREE. An appointing authority making a temporary assignment to a higher class shall issue the Employee written notification of:

- (A) Any such assignment which is expected to last for thirty (30) calendar days or more;
- (B) Any such assignment the duration of which cannot be determined and which may last for thirty (30) calendar days or more.

Where an assignment to perform temporary service in a higher class, as defined herein, is not accompanied by written notification, the affected Employee shall advise facility management within five (5) days from the time the Employee knows or should have known of the assignment. Failure of the Employee to notify management within five (5) days shall not constitute waiver of rights under the contract. Upon being so advised, facility management shall within five (5) days either:

- (a) provide such notification with a simultaneous copy to the Commissioner of Administrative Services and the Union; or
- (b) direct the affected Employee to cease performing the said assignment; or
- (c) offer the affected Employee an explanation as to why the conditions in temporary service in a higher class, as defined herein, have not been met.

An appointing authority making a temporary assignment to a higher class shall immediately forward the appropriate form seeking approval of the assignment from the Commissioner of Administrative Services in writing, including documentation demonstrating Employee so assigned meets the minimum qualifications of the higher class.

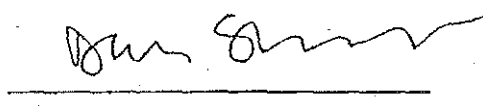
The Commissioner of Administrative Services shall expedite requests for approval of assignments to temporary service in a higher class.



For The State of Connecticut

S. Fae Brown-Brewton

Date: 2-24-16



For District 1199

Daniel J. Strahinich

Date: 2/24/16

Article 18 Unit Assignment

Section 2, Paragraph # 4

If a work area is overstaffed, or if the Employer determines that staff needs to be redistributed, the Employer shall first transfer out any temporary transferees, seek volunteers and then transfer out the least senior Employee in the classification on the shift that is overstaffed, provided that such will not create an imbalance of experienced and less experienced Employees in a unit and the least senior Employee has the ability to perform the required work.

For the State:

Date:

1-12-17

For the Union:

Date:

1/12/17

TENTATIVE AGREEMENT


ARTICLE 18

WORK ASSIGNMENTS

SECTION SIX. POLICY AND PROCEDURE MANUALS. Agencies shall make available manuals containing all Governmental Regulations applicable to such agencies.

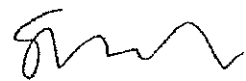
SECTION SEVEN. JOB SPECIFICATIONS.
Upon request, the Employer shall provide each Employee with a copy of the written job specifications applicable to the classification occupied by the Employee, and any approved revision of such specification.

MOVE THESE TWO SECTIONS TO ARTICLE 41 – MISCELLANEOUS



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15



For District 1199
Daniel J. Strahinich

Date: 12/16/15

Article 19

Article 8-Sec 8

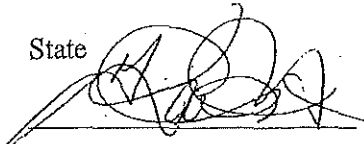
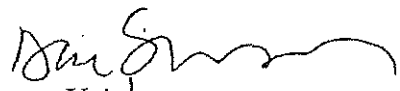
Delete existing Section 8 language and replace with the following:

No state operation facility shall have a rotating shift system unless mutually agreed to by the State and the Union.

For purposes of this agreement, a rotating shift is defined as the altering of an Employee's regular assigned schedule to work other shifts in order to provide staffing coverage or to avoid overtime.

This definition does not diminish management's ability to reassign staff consistent with other provisions of this agreement or preclude the establishment of unscheduled work weeks or flex-schedules consistent with this agreement.

State


12-1-16
Union
12/1/16

TENTATIVE AGREEMENT


ARTICLE 21

HOLIDAYS

SECTION SIX. COMPENSATORY TIME.

(A) An Employee who is scheduled to work on a holiday shall indicate in advance of the holiday whether he/she wishes compensatory time or pay for the holiday. If the Employee makes a timely election for pay rather than compensatory time, pay for the holiday will appear in the paycheck for the pay period following the holiday.

(B) ~~If the Employee wishes compensatory time, the Employer shall attempt to schedule a mutually agreeable day off within six (6) months of the holiday. If no mutually agreeable day off is scheduled, in the next thirty (30) days the Employer shall either schedule a compensatory day off or pay the Employee his/her regular daily rate in lieu of the compensatory day. The Employer shall respond within seventy two (72) hours to requests for compensatory time off under this section.~~ Requests for use of compensatory time will be granted consistent with Article 20, section five.



For The State of Connecticut

S. Fae Brown-Brewton



For District 1199

Daniel J. Strahinich

Date: 2-24-16

Date: 2/24/16

ARTICLE 21
HOLIDAYS


(A) This MOU is effective July 1, 2012. The parties agree that the issue of employees covered by the contract are engaged in a "continuous operation" for purposes of the holiday article are employees who work in operations that run seven days per week, one, two or three shifts per day. The parties agree to be bound by the Arbitration Award issued by Arbitrator Roberta Golick in OLR Case Numbers 10-7185 and 10-7098 dated November 17, 2006 arising out of the Department of veterans' Affairs.

(B) In sum the award provides that Premium holidays (New Year's day, Independence Day, Christmas) shall be celebrated on January 1, July 4, and December 25 even if it is a Saturday or Sunday and even if the State celebrated holiday is different. This is not subject to the choice of the employee. There is one exception. An employee who has a Monday through Friday schedule on file in the Personnel Office may get the State observed holiday instead of the Saturday/Sunday only if the employee is not required to come to work on that State celebrated day. Regardless of what schedule is on file, an employee's holiday will follow union contract rules if the Employee works on the State celebrated day.

Maintain in back of CBA

W.S. 11/15/15

For the Union

 11/15/15

For the State

ARTICLE 22

SICK LEAVE

SECTION ONE. Permanent full-time Employees on the first of the month following employment shall be entitled to paid sick leave earned at the rate of eight and three-quarters (8.75) hours for each full calendar month of employment. Part-time Employees shall accrue sick leave on a pro-rata basis.

SECTION TWO. Pay for any day of sick leave shall be based on the Employee's regularly scheduled hours of work for that day.

SECTION THREE. Sick leave will accrue for the first twelve (12) months in which an Employee is receiving Workers' Compensation benefits.

SECTION FOUR. An Employee shall be granted sick leave: (A) For Employee medical, dental or eye examination or treatment for which arrangements cannot be made outside of working hours.

(B) In the event of death in the immediate family when as much as ~~twenty-one (21) hours~~ three (3) days of leave with pay shall be granted, chargeable to sick leave. Immediate family means spouse, father, mother, sister, brother, or child and also any relative who is domiciled in the Employee's household.

(C) In the event of serious illness or injury to a member of the immediate family, as defined in (B) above, or a person who is a member of the Employee's household for whom the Employee must provide care, provided that not more than ~~thirty-five (35) hours~~ ten (10) days of sick leave per calendar year shall be granted for this purpose. If more than ~~thirty-five (35) hours~~ ten (10) days per calendar year are required for this purpose, the Employee may request vacation, personal leave or holiday time. The Employee will provide a medical certificate or equivalent documentation to substantiate the need for this additional leave and the Employer will attempt to grant the request.

(D) For going to, attending, and returning from funerals of persons other than members of the immediate family, if notice is given in advance, provided not more than ~~twenty-one (21) hours~~ three (3) days of sick leave per calendar year shall be granted therefore.

(E) In the event illness or injury prevents the Employee from reporting to work.

(F) ~~Twenty-one (21) hours~~ Three (3) days of paid leave deducted from sick leave will be provided to a parent at the time of the termination of pregnancy, adoption or taking custody of a child.

(G) Leave hours granted under (B), (C), (D) and (F) above shall be prorated for permanent part-time Employees.

SECTION FIVE. Advanced and extended sick leave may be granted in accordance with existing practice.

SECTION SIX. A holiday occurring when an Employee is on sick leave shall be counted as a holiday and not charged as sick leave.

SECTION SEVEN. An Employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to State service on a permanent basis.

SECTION EIGHT. An Employee who has resigned from State service in good standing and who is reemployed within one (1) year from the effective date of his/her resignation shall retain sick leave accrued to his/her credit as of the effective date of his/her resignation.

SECTION NINE. If an NP-6 Employee is absent for ~~thirty-five (35) consecutive days~~ five (5) consecutive days or more ~~consecutive work hours~~, the Employee must submit a medical certificate or a letter from the doctor stating the date on which he/she saw the Employee, the reasons for the absence, the date from which the Employee was incapacitated, and the date on which the Employee can return

to work. If a P-1 Employee is absent for ~~thirty-five (35)~~ five (5) consecutive days or more ~~consecutive work hours~~, the Employee must submit a signed statement of the reasons for the absence.

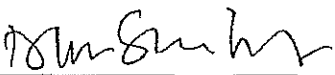
SECTION TEN. When continued absences from work constitute an abuse of sick leave, the Employee and the Union shall be notified in writing. After such notification, the Employer may deny sick pay. Such denial of sick pay is subject to the grievance and arbitration provision of this Agreement. Continued abuse of sick leave will subject the Employee to progressive discipline. No Employee shall be disciplined in any way for sick leave abuse on the basis solely of statistical evidence or mechanical application of the number of sick leave incidents. Discipline should be imposed only on the basis of an individual judgment, subject to the grievance procedure, that an individual has abused his or her sick leave privileges. Sick leave which is used to supplement Workers' Compensation payment for injuries determined to be compensable shall not be considered in calculating the total amount of sick leave usage for purposes of this Section.

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, or is the immediate family member or caretaker of someone who is suffering from a long-term or terminal illness or disability. Such donation may occur between different employing agencies and 1199 NP-6 or P-1 bargaining units. 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, in a calendar year. Said benefit shall be subject to review and approval by the Director of Labor Relations and shall be applied in accordance with uniform guidelines as may be developed by such Director. MD

SECTION TWELVE. Sick leave entitlement shall not accrue when an Employee is absent from work without pay in excess of ~~thirty-five (35) work hours~~ five (5) work days in any calendar month.

SECTION THIRTEEN. Notwithstanding any other provision of this contract, Employees who work a forty (40) hour schedule shall accrue sick leave at a rate of ten (10) hours per month and shall be paid sick leave at the rate of eight (8) hours per day of sick leave use.

SECTION FOURTEEN. PAYMENT OF SICK LEAVE UPON RETIREMENT OR DEATH. Upon Retirement under Chapter 66 of the Connecticut General Statutes or death of an Employee who has completed ten (10) years of state service, the Employer shall pay to the Employee or his/her beneficiary one-fourth (1/4) of the Employee's daily salary for each day of sick leave accrued to his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days' pay.

For the Union: 
Daniel J. Strahinich

For the State: 
S. Fae Brown-Brewton

Date: 6/22/17

Date: 6-22-17

ARTICLE 23
LEAVES OF ABSENCE

SECTION ONE. These are the following categories of leave of absence without pay:

(1) (A) Involuntary leave, defined as leave for disability illness (including maternity disability) or extreme illness involving the Employee's immediate family (spouse, domestic partner, children or parents; ~~the definition of domestic partner shall be consistent with the definition for eligibility for pension purposes~~) or adoption;

(B) Non-disability parental leave;

(2) Leave for good cause shown;

(3) Leave for the convenience of the Employee.

An Employee requesting leave shall do so in writing to the Personnel Office, specifying the type of leave and dates desired. Requests shall be made as much in advance as possible, but at least thirty (30) days prior to the starting date if possible.

Part-time Employees under twenty (20) hours per week shall be entitled to involuntary leave as herein defined, except that the length of leave shall be one-half (1/2) of the full-time entitlement; all leaves other than involuntary leaves and parental leaves shall be at the sole discretion of the Employer.

SECTION TWO. (A) In the cases of involuntary leave, the leave of absence shall be with position and shift assignment held for up to one (1) year or the length of the Employee's service, whichever is less, unless holding the shift creates undue hardship on the Employer. For part-time Employees under twenty (20) hours per week, the leave of absence shall be up to six (6) months or the length of the Employee's service, whichever is less. In cases of illness, the Employee must provide the Employer with a medical certificate or an equivalent statement of a physician.

(B) In the case of parental leave, the leave of absence shall be for up to twelve (12) months after the date of delivery, but it shall be with position and shift assignment held for only six (6) months after the date of delivery. Part time Employees under twenty (20) hours per week are entitled to this parental leave. Except that the length of leave shall be one half (1/2) of the full-time entitlement.

(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 or the Federal Family and Medical Leave Act.

An Employee may request a leave for good cause, in accordance with the provision of Section Three, following expiration of the parental leave, except that such leave may be granted for a maximum of six (6) months. "Good Cause Shown" includes Family Violence Leave as set forth in DAS General Letter Number 34 (www.DAS.CT.GOV) which provides that an

employee may take paid or unpaid leave during any calendar year in which such leave is reasonably necessary for the following reasons:

- (1) To seek medical care or psychological or other counseling for physical or psychological injury or disability for the victim,
- (2) To obtain services from a victim services organization on behalf of the victim,
- (3) To relocate due to such family violence, or
- (4) To participate in any civil or criminal proceeding related to or resulting from such family violence.

SECTION THREE. Except as otherwise provided by law, Leave for good cause shown shall be granted to an Employee who has completed the Working Test Period unless granting the leave would create a serious hardship for the Employer. Such leave shall be with position and shift held for thirty (30) days only, but may extend for up to one (1) year or the length of the Employee's service, whichever is less.

After the thirty (30) day period, when an Employee who has been on such leave is ready to return to work, reemployment shall be subject to the following:

(A) The Employee shall be placed on a reemployment list for his/her classification or a lower classification in the same series. Placement on the reemployment list shall be in seniority order following the name of the least senior Employee on the list as the result of layoff.

(B) An Employee on the reemployment list following a leave shall have priority in filling vacancies over (1) all outside hires, (2) promotions to vacancies only at the facility from which the Employee went on leave, and (3) requests for shift or lateral transfers provided he/she has greater seniority than the Employee seeking the transfer.

(C) To be eligible for reemployment: (1) the Employee must be capable of returning to work and must have the ability to fully perform the duties of the positions; (2) nothing shall have occurred during the leave of absence which would have made the Employee an unacceptable candidate for employment.

If the Employee's most recent service rating was unsatisfactory at the time a leave for good cause was granted, prior to his/her return to work there shall be a meeting with the supervisor to discuss those aspects of the Employee's performance which need improvement. At this meeting, if the leave was granted to resolve a problem which impacted on the Employee's performance, the Employee shall indicate what steps have been taken to resolve the problem while he/she was on leave. The leave shall not, however, modify the effect of an unsatisfactory service rating on an Employee work record.


SECTION FOUR. Leave for the convenience of the Employee may be granted in the Employer's sole discretion. The Employee may request that the leave be with position held, for not more than thirty (30) days.

Such leave is without reemployment rights. However, if an Employee is rehired within one (1) year, credit for seniority up to the starting date of the leave shall be restored upon

reemployment.

SECTION FIVE. In cases of involuntary leave due to illness or maternity disability, an Employee will first use all accrued leave time except vacations. Use of accrued vacation time will be optional with the Employee. Following a one year involuntary leave of absence, an Employee must work at least six months or 914 hours in order to be eligible for an additional leave, except as otherwise provided by law regardless of whether they are full-time or part-time.

Other leaves will begin after the Employee has used all accrued leave time except sick time.

For the Union: 

Date: 4/27/17

For the State: 

Date: 4-27-17

TENTATIVE AGREEMENT

ARTICLE 25

JURY DUTY

(A) All Employees who have completed their probationary period and who are called to serve as jurors will receive their regular pay less their pay as jurors for each work day while on jury duty, which shall not include "on call" jury duty when Employees are able to be at work. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Personnel Human Resources Office of the Employer, and the Employer may request that the Employee be excused or exempted from such jury duty if, in the opinion of the Employer, the Employee's services are essential at the time of proposed jury service.

(B) Time off for jury duty (not "on call") shall be arranged as follows:

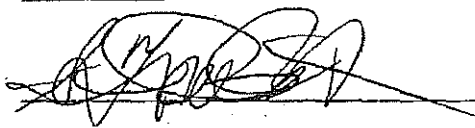
(1) If the Employee is scheduled to work the day shift or evening or second shift, he/she shall be off on the shift occurring on the same day as the jury duty.

(2) If the Employee is scheduled to work the night or third shift, he/she shall be off on the shift immediately prior to jury duty.

(C) If an Employee who works the day shift reports to jury duty and is released early so that court time and reasonable travel time to the work site (including time to stop at home if necessary) do not exceed three and one-half (3-1/2) hours in total, the Employee shall report to the balance of day shift. If an Employee who works the evening or second shift reports to jury duty and is released early so that court time and reasonable travel time (including time to stop home if necessary) do not exceed three and one-half (3-1/2) hours, the Employee shall report to work for his/her regular work shift.

An Employee who has been off the night or third shift immediately prior to jury duty shall not be required to report for additional work or make up the time if released early from jury duty.


Any Employee who is excused from jury duty after 5:00pm the day before the Employee is scheduled to report for jury duty shall report for work for his/her regular work shift.



For The State of Connecticut

S. Fae Brown-Brewton

Date: 2-4-16



For District 1199

Daniel J. Strahinich

Date: 2/4/16

TENTATIVE AGREEMENT

ARTICLE 27

GROUP INSURANCE

SECTION ONE. HEALTH INSURANCE,

~~Until June 30, 2009, the State shall continue in force the health insurance coverage in effect on June 30, 2001, except as may be adjusted by the Joint Health Care Cost Containment Committee. Thereafter, the terms and conditions of health insurance coverage shall be negotiated on a coalition basis with all state Employee Unions, as required by Connecticut General Statutes Section 5-278.~~

SECTION TWO. LIFE INSURANCE,

The existing group life insurance program shall continue in force for the duration of this Agreement.

SECTION THREE. INSURANCE FOR PART-TIME EMPLOYEES,

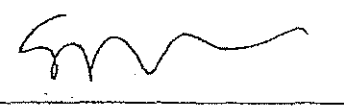
~~For part time Employees who work less than twenty (20) hours per week of record on February 13, 1985, the State shall continue in force the health insurance coverage, if any, that it provided previous to that date. Should such Employees' schedules change to "intermittent/unscheduled" then their insurance coverage shall cease in accordance with existing practice.~~

For Employees hired after February 13, 1985, eligibility for health insurance coverage will be limited to those individuals who are regularly scheduled to work at least seventeen and one-half (17-1/2) hours per week. The State agrees that it will not modify schedules of new Employees for the sole purpose of avoiding payment of medical benefits.



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15




For District 1199
Daniel J. Strahinich

Date: 12/16/15

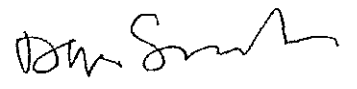
Article 30

Section three AN Employee whose job requires a profession license or certification, as a condition of employment and who uses such license or certification exclusively or primarily for state business shall be reimbursed for the cost (e.g. fees and study materials) associated with the maintenance of such license or certification.

State


6-22-17

Union


6/22/17

ARTICLE 32 SECTION 8 SHALL BE AMENDED TO ADD THE FOLLOWING:

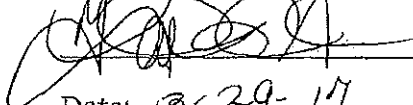
(C)Non-Disciplinary Separations Not Grievable.

The non-disciplinary separation of employees shall not be subject to the grievance and arbitration provisions of the Contract. The parties understand and agree that normally, if an employee possessing a professional license or certification, through no act of misconduct, misfeasance or malfeasance loses that professional license or certification so that the employee cannot perform the duties of the job as prescribed by the applicable job specification, the appointing authority can non-disciplinarily separate said employee. Inasmuch as it may be in the mutual interests of the parties to retain employees so experienced, the appointing authority may, in the alternative, afford said employee one of the following options:


- (1) If the job classification requires a professional license or certification, the appointing authority may offer the employee a personal leave of absence, without pay, for up to forty-five days, or until such time as the employee acquires and provides documentation of obtaining the requisite credentials, whichever occurs first. If the employee does not obtain the requisite credentials within forty-five (45) days the employee shall be separated from State Service and placed on a reemployment list pursuant to Article 16 Section Seven of the Contract. It is understood that in order to be eligible for reemployment to the applicable classification, the employee must possess the requisite credentials.
- (2) If the job classification requires a professional license or certification, the appointing authority may reclassify the employee's position downward if such an option exists OR the appointing authority may offer the employee a voluntary demotion to a vacancy in a lower classification in which the employee formerly held permanent status if such vacancy exists. Said voluntary demotion shall be consistent with the terms of Article 15 of the Contract. Upon presentation of documentation of the employee obtaining the requisite credentials within forty-five (45) days of the loss of same, the employee shall be returned to the former classification, including step and salary grade placement.
- (3) **If the possession of a non-professional license, such as a valid motor vehicle operator's license is required to perform the job, the Employer may assign other duties to said employee for a period of time, not to exceed 45 days. If the employee does not obtain the requisite credentials within forty-five (45) days the employee shall**

be separated from State Service and placed on a reemployment list
pursuant to Article 16 Section Seven of the Contract.

FOR THE STATE:


Date: 3-29-17

FOR THE UNION:


Date: 3/29/17

Article 33 Dismissal et al

January 25, 2017

Section 2 strike second sentence

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.

Effective July 1, 2017

Don Smith

1/28/17

Yael Tob

1-28-17

TENTATIVE AGREEMENT

ARTICLE 34 WORKERS' RIGHTS AND SAFETY

SECTION FIVE. (A) The Employer shall provide training in the use of equipment and restraints normally used in the course of the Employee's duties relating to patient/client care. Such training may be on-the-job training by other qualified staff.

(B) The State shall provide all current staff and all new Employees, including professional staff who have direct contact with clients/patients with assaultive and/or aggressive behaviors with approximately twenty-one (21) hours of initial training in the prevention and management of assaultive and aggressive behaviors. All training will be conducted consistent with the principle of the least intrusive appropriate intervention and the safety of clients/patients and staff. Thereafter each Employee shall receive an annual five (5) hour refresher course. Attendance at such training will be considered as work time. Such training shall include both verbal and "hands-on" training. A program will be in place for new Employees hired after January 1, 1987, who require such training. The course content will be designed to substantially reduce patient/client injuries and workers' injuries which result in absence from work. Joint Labor-Management committees, one at the Department of Developmental Services and one at the Department of Mental Health and Addiction Services, composed of three (3) members named by the Union and three (3) members named by the State who shall discuss matters related to this training. The current training in the **Department of Children and Families** ~~Department of Children and Youth Services~~ will continue in accordance with this Section. The Labor-Management committees may meet yearly upon either-party's request to assess its effectiveness and/or for purposes of discussing other alternatives which may achieve the goals outlined within Subsection-(B) of this Section.

(C) The Employer and the Union recognize that in some situations staff may have to work alone, as long as there is not unnecessary danger to staff. In those patient/client care situations in which an Employee must work alone, there will be an established procedure for summoning help if needed. Representatives of management and the Union shall meet to discuss procedures at each facility.

(D) Ability shall determine who will assist in emergencies such as Code 99's or restraining aggressive patients.

(E) The Employer shall provide two (2) hours of mandatory training on Acquired Immune Deficiency Syndrome (AIDS) and other infectious diseases on an annual basis to every Employee during working hours. The State shall meet with the Union to discuss course content.

(F) The Employer shall furnish the Union, annually upon request, with a report documenting all such training.

(G) The Employer shall provide the mandatory training in CPR as required by JCAHO in appropriate agencies and in accordance with DDS policy in The Department of Developmental Services. Employees not required to have CPR training under the above standards will be permitted to attend such training on a space available basis provided the State shall not incur any replacement cost as a result of attendance at such training.

(H) Labor-management safety committees shall discuss community-based safety issues and develop appropriate training program(s) for Employees who have direct contact with clients in community-based

programs. The committees shall endeavor to have a program established and training to begin not later than March, 1995.



For The State of Connecticut

S. Fae Brown-Brewton

Date: 2-4-16



For District 1199

Daniel J. Strahinich

Date: 2/4/16

TENTATIVE AGREEMENT

ARTICLE 34

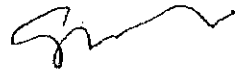
Workers' Rights And Safety

Section 5 (H) Labor-management safety committees shall discuss community-based safety issues and develop appropriate training program(s) for Employees who have direct contact with clients in community-based programs. ~~The committees shall endeavor to have a program established and training to begin not later than March, 1995.~~



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15



For District 1199
Daniel J. Strahinich

Date: 12/16/15

TENTATIVE AGREEMENT

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 an 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) There shall be a joint (P-1/NP-6) fund for the purpose of tuition reimbursement. This joint fund shall have ~~\$555,000~~ \$705,000, appropriated on or about July 1, 2017 ~~of each contract year~~. 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.

(C) The Employer and the Union agree that allocations to all of the agencies ~~may~~ 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.GOV. 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 of the Personnel Development 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 pooled and 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 may 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.

2019 A combined Education and Training Fund of \$382,000 per for contract year 2017 shall be established. Funds that were not expended during the contract expired June 30, 2009 will be rolled over into the new contract. Effective July 1, 2018 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/certificate program. The cost of such leave hours to be deducted from the Combined Education and Training Fund shall be \$20.00-\$25.00. ~~Effective July 1, 2011, this amount shall be increased to \$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.

(C) 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 Director of the Office of Labor Relations or designee.

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 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 monies from any tuition or workshop 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 insure 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 Personnel Development Unit Statewide Human Resources Management Division of the Department of Administrative Services may assist when necessary.

The parties shall establish a joint Labor Management Education and Training Committee to shall be chaired by the Administrator (referenced in Section Twelve ~~Eleven~~) and composed of five (5) members of the NP-6/P-1 bargaining units and five (5) Agency representatives. The purpose of the Committee will be to oversee education and training-related activities under this contract. 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.

(G) Conduct needs assessments and develop plans to meet these needs.

(H) Make recommendations to the Union and State each contract year for transfers of uncommitted moneys from any tuition or workshop fund to another fund. Upon agreement of the State and the Union, uncommitted moneys from one fund may be transferred to supplement another Fund during the term of this Agreement.

(I) Coordinate QWL training activities with other programs.

(J) Monitor usage of the Combined Education and Training Fund and develops guidelines to insure that all funds are distributed equitably.

(K) Make a recommendation 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 Personnel Development Unit may assist when necessary.

SECTION SIX. CONFERENCE AND WORKSHOP FUNDS.

(A) There shall be a combined NP-6/P-1 fund of \$380,000 appropriated on or about July 1, 2017 of each contract year for attendance by bargaining unit Employees with more than six (6) months of service at professional seminars, workshops or conferences. Effective July 1, 2018, 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 dollars (~~\$1,000.00~~ \$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 ~~\$1,000.00~~ \$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 \$350,000 (\$200,000), appropriated on or about July 1, 2017 and for 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 expired on June 30, 2009 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 Director of the Office of Labor Relations or designee.

SECTION EIGHT. ~~CHANGE IN JOB CLASSIFICATIONS DURING THE TERM OF THE CONTRACT.~~

~~(A) If the minimum qualifications for an Employee's job classification are changed, the Employee shall not be demoted as a result thereof.~~

~~(B) If the minimum qualifications for classifications in the Employee's classification series are changed, the following steps shall be taken:~~

- ~~(1) Notification to the Employee.~~
- ~~(2) Upon request, counseling as to the new requirements for promotion within the series.~~
- ~~(3) Priority consideration for use of tuition reimbursement and conference/workshop funds.~~

~~In addition, the Employer will cooperate in adjusting a P-1 or NP-6 Employee's work schedule to enable the Employee to pursue the training necessary to meet the new minimum qualifications for classifications in the series. An affected P-1 or NP-6 Employee shall, upon request, be granted a leave for good cause subject to the provisions of Article 23 (Leaves of Absence), Section Three.~~

SECTION NINE 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 ~~TEN~~ 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 ~~ELEVEN~~ TEN. P-1 SOCIAL WORKERS/CASE MANAGERS AT THE DEPARTMENT OF DEVELOPMENTAL SERVICES.

(A) Eight (8) social workers 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.

(C) ~~Ten (10) additional social workers currently employed by the Department of Developmental Services meeting the requirements as stated in (A) shall be granted three and one-half (3.5) hours per week of release time for the purpose of attending classes or preparing for classes.~~

SECTION ~~TWELVE~~ 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 Committees 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 ~~THIRTEEN~~ 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.



For The State of Connecticut

S. Fae Brown-Brewton

Date:

6-22-17



For District 1199

Daniel J. Strahinich

Date:

6/22/17

Article 37
Personnel Records

SECTION THREE. No disciplinary material shall be placed in an Employee's file unless the Employee has had an opportunity to sign it and has received a concurrent copy. If the Employee refuses to sign, a Union delegate shall sign indicating receipt prior to placement of the disciplinary material in the file. **Should no Union delegate wish to sign, the disciplinary material shall be sent to the Union office via electronic transmission for a Vice-President or designee to sign.** Disciplinary material which is not merged in the service rating next following shall remain in the file no more than eighteen (18) months unless another disciplinary action is taken.


For the Union: _____



Date: _____

6/16/17

For the State: _____



Date: _____

6/16/17

ARTICLE 38.
SERVICE RATINGS

SECTION ONE: The procedures and practices associated with Service Ratings will henceforth comply with and be governed by State Personnel Regulation Section 5-237-1, printed in Appendix A. Service Ratings will not be subject to appeal under the Grievance Procedure unless an employee receives an unsatisfactory Service Rating. Discipline taken against an Employee that is performance based must be supported by just cause if grieved by the Employee/Union. In situations where an annual increment is withheld based upon substandard performance, the burden to demonstrate the appropriateness of such denial lies with the Employer, if said denial is contested through the contract grievance procedure. It is understood that an annual increment may not be withheld if the Service Rating was issued less than 3 months prior to the Employee's designated annual increment date (either January 1 or July 1).

SECTION TWO: The Employer retains all other contractually or statutorily permitted mechanisms for assessing Employee performance. A service rating will be conducted by the management designee familiar with the Employee's performance in the Employee's current job assignment.

The immediate supervisor and/or a management designee in the Employee's immediate chain of command shall forewarn or notify the Employee in advance of the preparation of the Service Rating of any deficiency that places the employee at risk of receiving a less than good rating in a job element. Any employee who receives a less than good rating in a job element will receive from the supervisor (following the issuance of the Service Rating) clear, written direction of expectations for improving performance to satisfactory levels. In circumstances in which discipline resulted in the less than good rating, the notice of discipline will satisfy the requirement for clear, written direction of expectation for improvement.

Comments on a Service Rating are restricted to instances in which the Employee has received a "less than good" rating in a job element, and/or has been disciplined during the rating period. Likewise, reference to the Employee's use of accrued leave and/or attendance record will be included on the Service Rating only in instances in which the Employee has received a "less than good" for attendance, and/or has received related discipline during the rating period. Comments may be included to acknowledge improvement in cases in which an employee has successfully achieved "good performance" in one or more categories that had been rated "less than good" in the immediately preceding service rating.

No comments will be added to a service rating after it has been signed by the Employee unless the modified rating has been reviewed with and initialed by the Employee prior to placing said rating in the Employee's personnel file. All Employees covered by this agreement shall be given copies of their completed service ratings at the time the Employee or Union delegate signs the service rating.

SECTION THREE: An Employee may write a rebuttal in response to the Service Rating. It is understood that a rebuttal is for the specific purpose of providing information that the Employee does not believe was taken into full account in said rating, and that a rebuttal is not a broad forum for complaint. Said rebuttal shall be no longer than two typewritten pages in length, shall be submitted within two weeks of the employee's receipt of the service rating at issue, and shall be subject to review by Human Resources before said rebuttal is attached to the service rating at issue. Human Resources reserves the right to return to the Employee any rebuttal document that does not conform to the parameters expressed above.

An Employee may meet with the rater to discuss the rebuttal. Such meeting will occur within two weeks of the Employee's direct request to the rater. In cases where the Employee has received no "less than good" ratings on any job element, the decision of the rater will be final.

In cases where the Employee has received an overall rating of "fair", or where the Employee has received an overall rating of "good" or better but has received a "less than good" rating in one or more job element, the Employee may (after having discussed the rebuttal with the rater) meet upon request with the Agency's Human Resources Administrator or designee to review said rebuttal and HR shall determine

| Type of Service Rating | | | | |
|--|---|--|--|--|
| <input type="checkbox"/> Initial Probationary <input type="checkbox"/> Annual <input type="checkbox"/> Promotional <input type="checkbox"/> Other (Specify) | | | | |
| Employee Name | | Class Title | | Period Covered |
| Division | | Department | | Date of Last Rating |
| Instructions: Evaluate the employee on the job being performed during the current rating period. Check the box in the space above the horizontal line which most closely coincides with your overall judgement on each job element. The care and accuracy with which this appraisal is made will determine its value to you, the employee and the agency. Do not create rating subcategories. | | | | |
| Job Elements | Good | | Less Than Good* | |
| | Excellent | Good | Fair | Unsatisfactory |
| Knowledge of Work Consider the employee's grasp of procedures, techniques and instructions necessary to perform job and the degree to which skills have been mastered. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Thorough knowledge of all aspects of work. Can perform without assistance. | Knowledgeable in most phases of work. Can perform with little or no assistance. | Marginal grasp of the essential knowledge required to perform job. Requires much instruction and guidance. | Demonstrates little or no understanding of job and is unable or unwilling to master skills required to perform job satisfactorily. |
| Quantity of Work Consider the volume of work produced under normal conditions and the rate of progress on assignments. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Rapid worker. Rate of progress on assignments and volume of output is consistently above average. Well organized. | Work output is at acceptable levels. Works at a steady pace. Work done timely. | Works slowly. Only occasionally is output considered average. | Very slow worker. Quantity of output is well below average of others in the same job classification. Does not utilize time effectively or efficiently. |
| Quality of Work Consider the accuracy, thoroughness, and appearance of work assignments without regard to volume. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Extremely accurate worker. Consistently superior in all phases of this category. | Work is complete, well presented and accurate. Seldom needs revisions and/or corrections. Rarely repeats mistakes. | Work generally requires revisions and/or corrections. Often repeats mistakes. Repeatedly has difficulty adhering to applicable instructions. | Work is frequently incomplete or needs to be redone. Often repeats same kinds of mistakes. Work is messy in appearance and/or poorly arranged. |
| Cooperation Consider manner of handling work relationships. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Goes out of way to cooperate. | Gets along well with associates. | Shows reluctance to cooperate. | Very poor cooperation. |
| Judgement Does employee think intelligently and make decisions in a logical manner. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Thinks quickly, logically outstanding. | Judgement usually logical and reliable. | Inclined to be illogical. | Poor; unreliable. |
| Other Elements Consider other elements of job performance which are not included above, yet are job related i.e. attendance, physical performance on job, supervisory ability, affirmative action responsibilities.** | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | |

*Comments from the rater should be attached only in the following instances: the employee has received a "Less Than Good" rating in a job element, and/or has been disciplined during the rating period; the employee has demonstrated improvement to achieve "Good" performance in an area that was "Less Than Good" in the last service rating.

**If comments pertaining to supervisory ability are appropriate, ability to delegate authority, to get work done through subordinates, and observance of personnel and affirmative action policies should be considered.

Article 41

Miscellaneous

SECTION FIVE. EXAMINATION ANNOUNCEMENTS.

Examination announcements will be posted on the www.DAS.CT.GOV website and where available, on official bulletin boards, and sent to designated Union delegates within twenty-four (24) hours of receipt at the facility.

SECTION SIX. IDENTIFICATION CARDS.

Where identification cards are required by the Employer, they will be furnished by the Employer subject to appropriate rules governing use of such cards.

SECTION SEVEN. PARKING.

Parking will be provided to Employees within the limits imposed by available physical space. The responsibility for regulating parking of private vehicles on State-owned or leased property shall be the sole responsibility of the Employer.

SECTION EIGHT. DAMAGE TO PERSONAL PROPERTY.

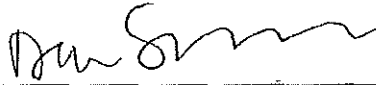
Present policies on damages to personal property will continue. Eyeglass frames and lenses will be replaced in kind, if possible, or by items of equal value. The Employer shall handle claims in an expeditious manner.

SECTION NINE. ACCREDITATION.

When an accrediting Agency is scheduled to conduct a survey or other inspection of a facility, the Employer shall request that a member of the Professional Health Care (P-1) Bargaining Unit accompany the survey or inspection team. If that is not possible because of the rules of the accrediting Agency, the Employer shall request that the team meet with a representative of the bargaining unit.

SECTION TEN. HOUSEKEEPING AND MAINTENANCE DUTIES.

Regarding NP-6 Employees, it is understood that direct patient care Employees shall continue to perform necessary and assigned housekeeping duties. However, such duties shall not supplant the needs of patients and/or client care. Regarding P-1 Employees, the Employer and the Union agree that housekeeping duties of direct patient care staff will only be those necessary to maintain immediate sanitary conditions.

For the Union: 
Daniel J. Strahinich

For the State: 
S. Fae Brown-Brewton

Date: 6/20/17


Date: 6-20-17

TENTATIVE AGREEMENT

ARTICLE 41 MISCELLANEOUS

Sixteen
SECTION SEVENTEEN. ~~BEEPERS AT THE LABORATORY OF DVA~~ CELL PHONES. The laboratory at the Department of Veteran's Affairs will have one ~~long range beeper~~ cellular telephone, to be issued to whomever has the on call assignment, as long as the agency requires such service.

For the State:



Date: 12-1-16

For the Union:



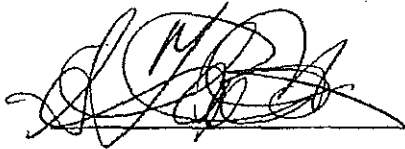
Date: 12/1/16

TENTATIVE AGREEMENT

Article 45

DURATION OF AGREEMENT


This Agreement shall be effective on July 1, 2009 2016, and shall expire on June 30, 2012.



For The State of Connecticut

S. Fae Brown-Brewton

Date: 2-4-16



For District 1199

Daniel J. Strahinich

Date: 2/4/16

TENTATIVE AGREEMENT

ARTICLE 46

PSYCHOLOGIST

~~Psychologists presently employed by the State of Connecticut who would be affected by the application of Connecticut General Statutes Section 20-187a and/or 20-195 shall not have their employment conditions affected in any way by such application. This Article shall remain in full force and effect until such time as the Connecticut General Assembly acts to supersede this provision. At that time, the act of the Legislature shall be controlling.~~



For The State of Connecticut

S. Fae Brown-Brewton



For District 1199

Daniel J. Strahinich

Date: 2-24-16

Date: 2/24/16

**TENTATIVE AGREEMENT
ARTICLE 48 (NEW)
TECHNICAL HIGH SCHOOL NURSES**

[Delete MOU 9, 10, 11, Comp Time MOU and Prep Day MOU]

SECTION ONE (NEW)

SHORTENED DAYS/WEATHER CLOSINGS

- (A) When Technical High School teachers have a professional day, a late opening or early dismissal, or have the day off due to school closings, the nurses shall have the option of working their regular schedule. Should they choose not to work their full workday, they may elect to use vacation, earned compensatory time and/or personal leave accruals, or go unpaid to cover the time.
- (B) If a nurse's school is closed due to weather or an emergency closing and continuous operations are affected, the Head Nurse, with prior authorization from both school principals, may choose to work at an alternate location where available. Otherwise, they may elect to use vacation, earned compensatory time and/or personal leave accruals, or go unpaid to cover the time.

SECTION TWO (NEW)

GOVERNOR DECLARED TIME OFF

The existing practice concerning Governor declared days off, early releases and delayed openings shall apply to the Technical High School nurses. In these instances, Human Resources will issue specific instructions regarding the appropriate attendance coding.

SECTION THREE (NEW)

SUMMER LEAVE/UNPAID DAYS

- (A) Technical High school nurses shall have their unpaid summer leave count towards their bargaining unit seniority for purposes of lateral transfers, promotions and/or layoffs. Seniority shall accumulate based on the employee's regular weekly work schedule.
- (B) Days without pay due to the schools being closed to students shall not be counted toward the above five (5) days for the purposes of determining vacation and sick leave accrual. Technical High School nurses shall not accrue vacation and sick leave for the month of July. [remove from current Article 23, Section Eight (2)]

SECTION FOUR (NEW)

SWITCHING ASSIGNMENTS

If two (2) Technical High School nurses wish to switch school assignments, the Nurses shall send a notice to the other Technical High School nurses to inquire if they are interested in moving to either of the two (2) schools where the switch is proposed. If no other more senior nurse shows interest, the switch may occur. Said switch shall occur during the summer months, subject to management's final approval.

ARTICLE 48, TECHNICAL HIGH SCHOOL NURSES

Page Two

SECTION FIVE (NEW)

COMPENSATORY TIME

1. Accrual of compensatory time will be credited to Technical High School nurses instead of overtime pay for the life of the collective bargaining agreement. It is understood by the parties that the position of Head Nurse at pay grade 24 is non-exempt in accordance with Article 13 of the collective bargaining agreement. The Technical High School nurses elect compensatory time instead of overtime pay in accordance with Article 13, Section Four (5) of the collective bargaining agreement.
2. Compensatory time will be granted by the Department of Education for hours worked beyond the scheduled school day when necessary and as approved by the school Principal, without being unreasonably denied, to complete and follow school health policies and procedures as outlined in the Connecticut Technical High School System Head Nurse Job description and as mandated by the Department of Public Health and the State of Connecticut General Statutes, including school and student emergencies. Inasmuch as working overtime must be pre-approved, the denial of earning compensatory time by the school Principal in non-student emergency situations is not subject to the grievance process. Earned compensatory time will be entered into CORE CT Time and Labor system.
3. Earned compensatory time shall be used only in the following manner at the request of individual Technical High School Head Nurse: early school dismissals and delayed school openings, legal/half days including teacher's professional development days, emergency school closings, and academic calendar vacation days. Accrued compensatory time shall not be utilized during academic hours while students are in classroom session. The use of compensatory time must be approved in advance by the school Principal in accordance with the agency's attendance policies through the Electronic Leave Request (ELR) process. Under no circumstances will the use of accrued compensatory time be approved at the expense of student health and safety.
4. The process for obtaining and recording of comp time shall be as follows: The Technical High School Head Nurse shall notify an administrator in advance of a need to work beyond the regularly scheduled school day in accordance with established State Department of Education Policy and Procedure. As stated in the policy, compensatory time is authorized in advance by the school principal using the DMB-10 form. The SDE Compensatory Time Policy and Procedure and Forms can be found at:

http://sde.ctg/bhr/Operations%20Info/Overtime_and_Comp_Time_Proc.doc.

ARTICLE 48, TECHNICAL HIGH SCHOOL NURSES

Page Three

It is understood that it may not be possible for the School Nurse to obtain prior approval in the case of a medical emergency or other unanticipated event. In such a case, the nurse will notify the school Principal as soon as reasonably possible after an emergency or unanticipated event. The approved comp time shall be recorded with the designated timekeeper. Use of accrued compensatory time shall be scheduled at a mutually agreed time within the six (6) month period following the accumulation period as outlined in #3 above. The six (6) month period is based on calendar year, not academic year.

5. Any accrued compensatory time that is not used within the six (6) month period following the accumulation period will be lost. Under no circumstances will the accrued compensatory time be used as a basis for payment of any kind.

SECTION SIX (NEW)

PREPARATION DAYS

1. The Technical High School Nurses shall be provided two and one-half (7 hour) preparation days prior to the commencement of the 2013 school year and annually thereafter.
2. All preparation days will be worked during the summer after July 1st of each year.
3. They shall work two (2) seven-hour days with an paid lunch break, and one (1) three and one-half (3.5) hour day for a total of 17.5 hours to collect and review medical records, sports physicals, 504 programs and to complete state education health mandates.
4. The scheduling of these preparation days must be approved in advance by the school administrator.
5. Because the Technical High School Nurses are placed on "summer law", they will receive compensation for the preparation days worked no later than the second paycheck of the new school year.

SECTION SEVEN (NEW)

NURSES' WORK YEAR

- (A) Technical High School nurses' school year shall begin three (3) days prior to the first student day of the year as determined by the school calendar.
- (B) Technical High School nurses' school year shall end two (2) days after the last actual teacher day of the current school year as determined by the school calendar.

ARTICLE 48, TECHNICAL HIGH SCHOOL NURSES

Page Four

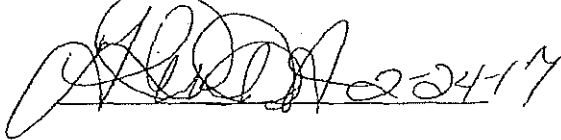
SECTION EIGHT (NEW)

WORK AFTER SCHOOL HOURS/YEAR

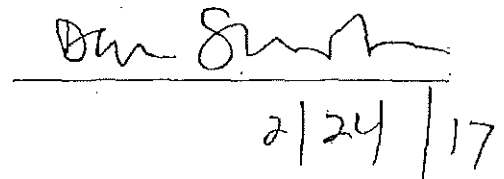
(A) The parties agree that the Technical High School nurses will be offered the opportunity to provide nursing services for school activities occurring after regular school hours before utilizing the services of contract nurses.

(B) When there is a summer program offered at a Technical High School that utilizes a Head Nurse, the current Head Nurse will be offered that work. If the school's Head Nurse is not available, the work will be offered to the next most senior Head Nurse in the Technical High School System. If that Head Nurse is not available, the position will be posted.

FOR THE STATE:

 2/24/17

FOR THE UNION:


2/24/17

MEMORANDUM 14, 15, 16, 20, 21 & 27

The following MOU's shall remain in the collective bargaining agreement:

MOU 14—Regarding Article 20, section 2

MOU 15—Regarding Equalization of Overtime within CMHC

MOU 16—UConn Faculty Physician List

MOU 20—35 plus 5 hour Work Weeks

MOU 21—On Site Physicians

MOU 27—Cost Items

For the State:



Date:

6-16-17

For the Union:




Date:

6/16/17

MOU 1

Correctional Meal Allowance:

Both parties agree to maintain status quo.

For the Union: 

Daniel J. Strahinich

Date: 6/20/17

For the State: 

S. Fae Brown-Brewton

Date: 6-20-17

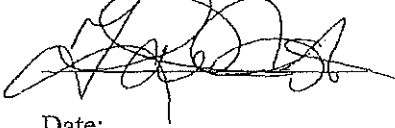
PROFESSIONAL DEVELOPMENT TIME

Each staff/principal physician, staff psychiatrist and/or principal psychiatrist may use up to four (4) hours per week or sixteen (16) hours per month for professional development time with prior approval of the agency. Up to two four hour periods may be combined once per month. Professional development may include research, attending lectures, and/or other professional enhancement activities. These hours do not accrue and must be used within the month they are available for usage ~~unless agency operating need interferes with the allotment above.~~ *JK*

The staff desiring to utilize such time must provide their direct supervisor or agency medical director a schedule of their usage, a description of the purpose of the professional development time and where the activities will be taking place. Employees are not to use professional development time to earn compensation from private clients, employers or other institutions, as they are being compensated by the State of Connecticut.

This time cannot be combined with any other accrued leave such as vacation time, personal leave or compensatory time. This time cannot be combined with any other approved time to attend training or travel approved by the State.

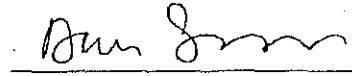
For the State:



Date:

6-22-17

For the Union:



Date:

6/22/17

KRONOS Late for Duty Language

Kronos language: During negotiations for a successor contract, the Union raised issues concerning the location of the KRONOS time clocks within the correctional facilities and its impact on an employee's ability to report for duty on time. Within 90 days following legislative approval of this agreement, the parties shall meet with the Office of Labor Relations, Corrections Managed Health Care and Union Representatives to discuss options designed to ameliorate the concerns raised by the Union.

For the State:

Date:

6-16-17

For the Union:

Date:

6/16/17

MEMORANDUM OF UNDERSTANDING _____
RE: FURLOUGH DAYS AND JOB SECURITY

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 furlough 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.

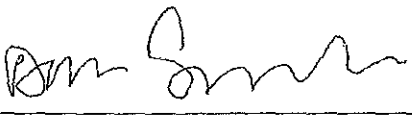
Unless the notice is waived by mutual consent of the Employer and the Employee, the Employer shall give the Employee two (2) weeks' notice of each designated day off. Seniority and employee preference shall be given due consideration. Absent extenuating circumstances, once an Employee has been notified 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:

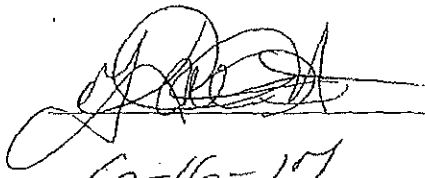
For Employees who work in other assignments or operations where the appointing authority has determined that Employees may be scheduled to take the day off, the following furlough days shall be available to be taken without additional loss of pay as a day in lieu of a voluntary schedule reduction day:

| | |
|----------|---------------------------|
| 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.




6/16/17




6-16-17

Tentative agreement for physicians and psychiatrists

- now*
1. Effective July 1, 2018 all other agency physicians and psychiatrists placed on RW scale; without pay increase except for step 1;
 2. Effective July 1, 2018 both on call rates increase to \$90 and \$42.50;
 3. Effective July 1, 2020 both on call rates increase to \$100 and \$50;
 4. Effective July, 2019 (October) all physicians/psychiatrists Board certified in their area of practice; receive \$3000; \$5000 second job related Board (e.g Child & Adolescent);
 5. Maintain \$10K bonus Forensic;
 6. Up to 16 hours per week Professional Development policy;
 7. Article 30 Board certification/recertification fees and study materials paid by Agency;
 8. New top step for RW 14 board certified physicians and psychiatrists;
 9. From time to time the "Working Group" shall meet to continue discussion on home study, CMEs etc;
 10. Up to \$30K sign on bonus at the agency's discretion subject to OPM approval. Bonus shall be paid in annual installments after completion of WTP with a five year commitment to work for the State.


6-22-17


6/22/17

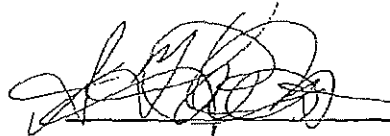
AGREEMENT

AGREEMENT made and entered into this 1st day of July, ~~2012~~ 2016, by and between STATE OF CONNECTICUT, acting by and through the Office of Labor Relations (hereinafter called the "Employer" or the "State"). NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199, SEIU with its offices at 77 Huyshope Avenue, Hartford, Connecticut 06106 "hereinafter referred to as the "Union"), acting herein on behalf of the Employees of the State, as herein defined, now employed and hereafter to be employed and collectively designated as the "Employees".



For the Union:

Daniel J. Strahinich



For the State:

S. Fae Brown-Brewton

Date:

1/28/16

Date:

1-28-16

MEMORANDUM OF AGREEMENT 17
SOUTHBURY TRAINING SCHOOL STIPULATED AGREEMENT
STIPULATED AGREEMENT

In full and final resolution of OLR Case Number 10-6499 The State of Connecticut, Department of Developmental Services, Southbury Training School, the Office of Labor Relations, and the New England Health Care Employees Union District 1199 (hereinafter the parties) understand the need to develop a transitional plan to address closures of cottages at Southbury Training School. The undersigned parties, therefore, agree to the following:

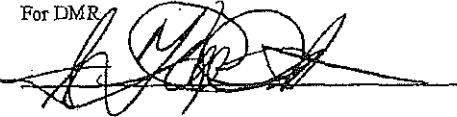
In accordance with Article 18 Section 2 and Article 19 Section 7 of the State/1199 Collective Bargaining Agreement, the parties have agreed to utilize the following procedure to ensure that staff impacted by cottage closures at Southbury Training School are provided a smooth transition into new assignments as staffing complements are adjusted.

1. When cottage closures become necessary, The Department of Developmental Services, Southbury Training School will generate a list of Employees, including their current seniority, job titles and shifts, whose current work assignments will be eliminated as a result of cottage closures. The Department of Development Services, Southbury Training School shall provide a copy of this list to the Union.
2. The Department of Developmental Services, Southbury Training School shall develop a list of work assignment opportunities at Southbury Training School that consist of hours that need to be staffed as determined by management. These are not vacancies, but work hours that need coverage, and may have previously been covered by overtime assignments.
3. The Department Of Developmental Services /Southbury Training School shall provide the list of work assignment opportunities provided in Paragraph 2 above, to the impacted Employees identified in Paragraph 1 above, for the purpose of making a determination of whether they wish to bid on said work assignment opportunities or displace the least senior bargaining unit member on the same shift at Southbury Training School with the understanding that only full time Employees may displace full time Employees and only part time Employees may displace part time Employees.
4. The Department of Developmental Services, Southbury Training School shall post the list of work assignment opportunities described in Paragraph 2 above only at Southbury Training School for bidding only by Employees at Southbury Training School.
5. The Employees impacted by the cottage closures shall be given two (2) working days, upon receipt of the list of work assignment opportunities, to make the election of whether they wish to displace the least senior Employee or bid on a work assignment opportunity. Said election is irrevocable and binding on the Employee.
6. Any of the work assignment opportunities that are created as a result of the successful bid of more senior Employee's bid on a posted work assignment opportunity or not filled as a result of the posting process set forth in Paragraph 4 above shall be backfilled by impacted Employees. For this section, impacted Employee refers to either an Employee identified in Paragraph 1 or an Employee displaced pursuant to Paragraph 3.
7. Employees at Southbury Training School retain the right to bid on any vacancies that may become available.
8. This Agreement is limited to the cottage closures at Southbury Training School and resolves all issues between the Union and the State concerning Employee placements resulting from said cottage closures, and is without precedent for any other matters.

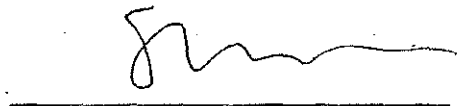
/s/ Charles Fabian 9-25-03
For the Union

/s/ Fae Brown-Brewton 9-25-03
For OLR

/s/ Dawn Closs Harris 9-25-03
For DMR


For The State of Connecticut

S. Fae Brown-Brewton


For District 1199

Daniel J. Strahinich

Date: 2-4-16

Date: 2/4/16

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING #11
MOVEMENT FOR TECHNICAL SCHOOL NURSES

MOU WILL REMAIN IN BACK OF CONTRACT UNDER NEW NUMBER TO BE DETERMINED

MEMORANDUM OF UNDERSTANDING 11
MOVEMENT FOR TECHNICAL SCHOOL NURSES

If two technical school nurses wish to switch assignments, a notice shall be sent by the nurses to the other remaining technical school nurses inquiring whether they are interested in moving to either of the two schools where the swap was proposed. If there is no interest to move from other technical school nurses who have more seniority, than the two who have proposed the swap shall be allowed to do so.

The switch in assignments will take place during the summer months. Management will have the final authority to allow the switch.

For DISTRICT 1199

For STATE OF CONNECTICUT

/s/ Paul Fortier 3-18-09

/s/ Fae Brown-Brewton 3-18-09



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15



For District 1199
Daniel J. Strahinich

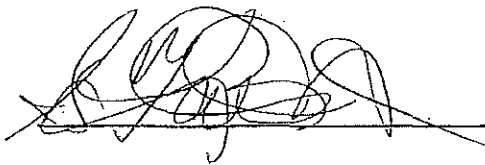
Date: 12/16/15

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING 9
REGARDING VOCATIONAL TECHNICAL SCHOOL NURSES

When the Vocational Technical School Teachers have a professional day or have the day off due to school closings, the Nurses shall have the option of working their regular schedule. The existing practice concerning Governor declared early releases, and delayed openings shall apply to the Vocational Technical School Nurses. The parties agree that the Vocational Technical School Nurses will be offered the opportunity to provide nursing services for school activities occurring after regular school hours before utilizing the services of contract Nurses.

Maintain as MOU in the back of the contract

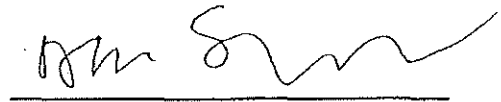


For The State of Connecticut

S. Fae Brown-Brewton

Date:

3-10-16



For District 1199

Daniel J. Strahinich

Date:

3/10/16

~~NEW ARTICLE 48~~


JOB FAIRS

From time to time, by mutual agreement, the State (OLR) and the Union (State Team Vice President) may utilize the "job fair" method when necessitated by program closure, consolidation, down-sizing or twenty (20) plus vacancies in same class.

Move to Article 41, Miscellaneous

D.S. 11/18/15

For the Union

 11-10-15

For the State

Memorandum of Understanding
Regarding Public Health Laboratory Coverage
Due to Employer Declaration of Closure for Unusual Weather or Other Circumstances
Between
The State of Connecticut, Office of Labor Relations
(On Behalf of the Department of Public Health)
And
New England Health Care Employees Union, District 1199

The parties recognize that:

- Employer declarations of closure for unusual weather or other circumstances may require critical Public Health Laboratory testing to be shut down for extended periods;
- Timely Public Health Laboratory testing has a direct impact on the health of the residents of Connecticut.

Therefore, the parties have agreed to the following regarding procedures for Public Health Laboratory employees when Employer declarations of closure may occur or have occurred:

1. An extended shut down means that testing would not occur for a period of greater than three (3) consecutive calendar days. Certain situations, on a case-by-case basis, may prompt use of these provisions for shut downs of fewer than three (3) consecutive calendar days.
2. When the potential for an extended shut down is foreseen, the Laboratory Director or designee will assess whether use of scheduled, voluntary overtime will mitigate the impact of an extended shut down. Employees who work such voluntary overtime will be compensated according to the applicable terms of the collective bargaining agreement.
3. When the potential for an extended shut down is foreseen, the Laboratory Director or designee will solicit volunteers to be available to be called in to work in the event testing must be performed on a day of declared closure for unusual weather or other circumstance ("closure day").
4. Management will determine the appropriate number of staff to be called in on a closure day.
5. Management will make every effort to inform staff as of the close of the last business shift prior to the event which could result in the extended shut down.

5/31/17

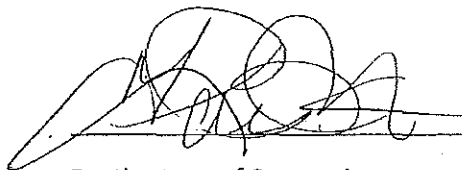
Both parties agree to maintain status quo language in the following collective bargaining agreement articles:

- Article 9, section 7.A
- Article 9, section 7.D
- Article 9, section 13
- Article 9, section 15
- Article 9, section 18
- Article 9, section 19.a
- Article 9, section 21
- Article 13, section 6.a
- Article 13, section 13.a
- Article 19, sections 1 thru 6
- Article 19, section 9
- Article 21, section 3
- Article 21, section 4
- Article 21, section 6c
- Article 21, section 7
- Article 47
- MOU #22



For District 1199

Date: 5/31/17

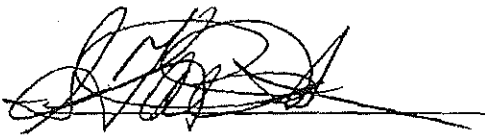


For the State of Connecticut

Date: 5-31-17

TENTATIVE AGREEMENT

Delete references to Cedarcrest Hospital and High Meadows. Change references to Children's Hospital to "Solnit North" and Solnit South" throughout the contract.



For The State of Connecticut

S. Fae Brown-Brewton



For District 1199

Daniel J. Strahinich

Date:

2-4-16

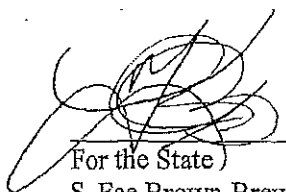
Date:

2/4/16

TENTATIVE AGREEMENT


The parties agree that all references to "the Director of Labor Relations" shall be changed to "the Undersecretary for Labor Relations."

The parties agree that all references to "Personnel Office/Department" shall be changed to "Human Resources Office/Department."



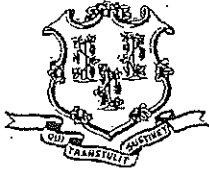
For the State
S. Fae Brown-Brewton

Date: 11-18-15



For the Union
Daniel J. Strahinich

Date: 11/18/15



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

January 24, 2017

Mr. Paul Fortier
New England Health Care Employees Union
District 1199 SEIU
77 Huyshope Avenue
Hartford, CT 06106

Dear Mr. Fortier:

I am writing in regard to an issue raised during our on-going contract negotiations for a successor agreement to the contract that expired June 30, 2016. During our discussions, the Union raised an issue concerning disciplinary action incorporated into an employee's annual service rating.

I would like to reiterate my position on this issue. Ordinarily, misconduct and any resultant disciplinary action that occurred during the rating period should be reflected in the annual service rating. It is incumbent upon the rater to view any discipline, and the severity thereof, in the context of the employee's full record of performance during the rating period. An employee should not, therefore, be given an overall "unsatisfactory" service rating for a single, minor, isolated incident for which the employee was disciplined. The incident should be referenced in the space reserved for "Remarks" on the service rating instrument. If an employee's work performance during the year was generally good, the employee should not be overly penalized for one minor mistake.

Sincerely,

S. Fae Brown-Brewton
Assistant Director

C: Lisa Grasso Egan, Undersecretary
Office of Labor Relations

~~SECTION NINE.~~ Employees who desire to transfer from one Agency/Department to another shall have preference over new hires. However, the employee must serve a Working Test Period of four (4) months in the new position. Failure of the Working Test Period shall result in a return to the previous position in the Department from which transferred. Additionally the employee shall be provided a trial period of four weeks during the Working Test Period to elect to forego the transfer and return to his/her previous position from which transferred.

[RENUMBER ACCORDINGLY]

DS
JBB
5-31-17 5/31/17

MEMORANDUM OF UNDERSTANDING #7
REGARDING THE RESOLUTION OF GRIEVANCES

[ADD NEW] Upon demonstrating a pattern of failure of an agency to forewarn employees of inadequacies in their performance, at the request of the Union Vice President, the issue may be directly submitted to this process for review and adjustment if not satisfactorily addressed under Article 38.

DS
JBB
5-31-17 5/31/17

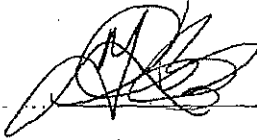
~~NEW ARTICLE 48~~
JOB FAIRS

From time to time, by mutual agreement, the State (OLR) and the Union (State Team Vice President) may utilize the "job fair" method when necessitated by program closure, consolidation, down-sizing or twenty (20) plus vacancies in same class.

Move to Article 41, Miscellaneous

D.S. 11/18/15

For the Union

 11-10-15

For the State

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING #25 26
RECRUITMENT AND RETENTION LETTER

DELETE ENTIRE LETTER

Memorandum Of Understanding 26
Riverview Hospital Work Schedules Letter

~~STATE OF CONNECTICUT~~
~~OFFICE OF POLICY AND MANAGEMENT~~
Office of Labor Relations

May 14, 2009

Dan Strahinich

Vice President

District 1199, NEHCEU, SEIU

77 Huyslope Avenue

Hartford, CT 06106

Dear Mr. Strahinich:

I am writing this letter to address our joint understanding concerning the continuing terms of the Riverview Hospital Consolidation Memorandum of Understanding. It is understood and agreed that there are a number of part time employees who work every weekend schedules. Apart from that, we agree that the Hospital has no intention, at this time, to change any employee's schedule who currently works every other weekend off per the 1993 agreement. Furthermore, should the Administration decide it is necessary to change the facility's work schedule, it shall do so consistent with terms of the 1199 Contract, and proper notice shall be given to the Union.

Also, the accruals as outlined in the MOU shall continue based upon the hours of work as set forth therein. It is axiomatic that any change in hours may necessitate a change in accrual rates. Finally, the various Labor/Management committees that exist as of the writing of this letter shall be continued unless the parties mutually agree to discontinue them.

As always, should any issues arise, I am amenable to sitting down with you and resolving them.

Sincerely,

/s/ S. Fae Brown-Brewton

Assistant Director



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15



For District 1199
Daniel J. Strahinich

Date: 12/16/15

TENTATIVE AGREEMENT

DELETE ENTIRE LETTER

**MEMORANDUM OF UNDERSTANDING 25
RECRUITMENT AND RETENTION LETTER**

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Office of Labor Relations

April 13, 2009

Mr. Dan Strahinich
Vice President
New England Health Care Employees Union
District 1199 SEUI
77 Huyshope
Hartford, CT 06106

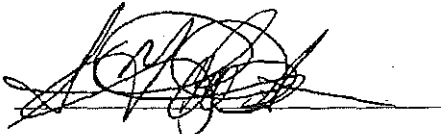
Dear Mr. Strahinich:

During contract negotiations, you and certain of your members presented compelling information regarding an ongoing situation with certain job classifications. I am writing to acknowledge that the State recognizes that there have been problems with recruiting and retaining employees in certain job classifications, within the 1199 bargaining units. We also understand and agree that this ongoing situation may be attributed to the more challenging clientele served by the State.

Given the current fiscal condition of the State, however, we are not in a position to take immediate action to address these concerns. This is my commitment that within 18 months of legislative approval of this agreement, the parties shall meet pursuant to Article 9 Section 22 (formerly MOU Number 5) to discuss recruitment and retention issues concerning classifications that have demonstrated said recruitment and retention problems for the State and how those problems might be addressed.

Sincerely,

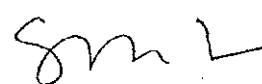
S. Fae Brown-Brewton
Assistant Director



For the State of Connecticut

S. Fae Brown-Brewton

Date: 2-4-10



For District 1199

Daniel J. Strahinich

Date: 2/4/10

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING #26
RIVERVIEW HOSPITAL WORK SCHEDULES LETTER

DELETE ENTIRE LETTER

~~STATE OF CONNECTICUT~~
~~OFFICE OF POLICY AND MANAGEMENT~~
Office of Labor Relations

May 14, 2009

Dan Strahinich

Vice President

District 1199, NEHCEU, SEIU

77 Huyshope Avenue

Hartford, CT 06106

Dear Mr. Strahinich:

I am writing this letter to address our joint understanding concerning the continuing terms of the Riverview Hospital Consolidation Memorandum of Understanding. It is understood and agreed that there are a number of part time employees who work every weekend schedules. Apart from that, we agree that the Hospital has no intention, at this time, to change any employee's schedule who currently works every other weekend off per the 1993 agreement. Furthermore, should the Administration decide it is necessary to change the facility's work schedule, it shall do so consistent with terms of the 1199 Contract, and proper notice shall be given to the Union.

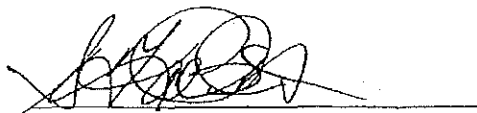
Also, the accruals as outlined in the MOU shall continue based upon the hours of work as set forth therein. It is axiomatic that any change in hours may necessitate a change in accrual rates. Finally, the various Labor/Management committees that exist as of the writing of this letter shall be continued unless the parties mutually agree to discontinue them.

As always, should any issues arise, I am amenable to sitting down with you and resolving them.

Sincerely,

/s/ S. Fae Brown-Brewton

Assistant Director



For the State of Connecticut
S. Fae Brown-Brewton

Date: 12-16-15



For District 1199
Daniel J. Strahinich

Date: 12/16/15

TENTATIVE AGREEMENT

DELETE ENTIRE LETTER

MEMORANDUM OF UNDERSTANDING 26
RIVERVIEW HOSPITAL WORK SCHEDULES LETTER
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Office of Labor Relations

May 14, 2009

Dan Strahinich
Vice President
District 1199, NEHCEU, SEIU
77 Huyslope Avenue
Hartford, CT 06106

Dear Mr. Strahinich:

I am writing this letter to address our joint understanding concerning the continuing terms of the Riverview Hospital Consolidation Memorandum of Understanding. It is understood and agreed that there are a number of part time employees who work every weekend schedules. Apart from that, we agree that the Hospital has no intention, at this time, to change any employee's schedule who currently works every other weekend off per the 1993 agreement. Furthermore, should the Administration decide it is necessary to change the facility's work schedule; it shall do so consistent with terms of the 1199 Contract, and proper notice shall be given to the Union.

Also, the accruals as outlined in the MOU shall continue based upon the hours of work as set forth therein. It is axiomatic that any change in hours may necessitate a change in accrual rates. Finally, the various Labor/Management committees that exist as of the writing of this letter shall be continued unless the parties mutually agree to discontinue them.

As always, should any issues arise, I am amenable to sitting down with you and resolving them.

Sincerely,


/s/ S. Fae Brown-Brewton
Assistant Director



For the State of Connecticut

S. Fae Brown-Brewton

Date: 2-4-16



For District 1199

Daniel J. Strahinich

Date: 2/4/16

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING #18
WHITING FORENSIC INSTITUTE STIPULATED AGREEMENT

DELETE ENTIRE MOU

MEMORANDUM OF AGREEMENT 18
WHITING FORENSIC INSTITUTE STIPULATED AGREEMENT

STIPULATED AGREEMENT

Between

The State of Connecticut

And

The New England Health Care Union District 1199, AFL-CIO

The State of Connecticut (hereinafter referred to as the "State"), Department of Mental Health and Addiction Services (hereinafter referred to as "DMHAS"), the New England Health Care Employees Union, District 1199, AFL-CIO (hereinafter referred to as "1199") hereby agree as follows:

The Department of Mental Health and Addiction Services and District 1199, New England Healthcare Workers Union share a mutual interest in providing the highest quality care to clients under the care of DMHAS.

The parties further agree that one critical aspect of quality psychiatric treatment is continuity of care within the treatment milieu. Therefore, in an effort to maximize communication of clinical information between caregivers enhancing the safety of clients and staff, the parties agree to establish an effective inter-shift clinical reporting procedure at the Whiting maximum security facility according to the following terms and conditions:

This Agreement is specific to and limited to the Whiting Forensic Building.

It is understood that the purpose of this schedule is to fulfill the mutual obligation to the consumers to have a direct communication and transition between shifts.

Affected Employees shall be required to work an eight and one half hour day. This is an additional one half hour added to the current eight hour schedule. This half hour is deemed overtime for first, second and third shift.

Ordinarily Employees shall work one of the following schedules:

6:45 a.m. to 3:15 p.m.

2:45 p.m. to 11:15 p.m.

10:45 p.m. to 7:15 a.m.

This shall be considered work time, and the Employees shall be compensated for eight and one-half hours of work.

The additional half hour is solely for the purpose of ensuring a smooth inter-shift transfer and ensuring the safety and security of the unit.

While Employees are expected to have a meal break, it is understood that "Bargaining unit Employees who are required to remain in attendance during their meal periods at an institution/facility, subject to call, shall have such time counted as work time" as set forth in Article 13 Section Two of the Collective Bargaining Agreement.

The parties agree and understand that an Employee's work day commences when the Employee swipes his or her magnetic card and obtains the unit keys at the guard station (a/k/a the bubble). It is expected that Employees shall not take more than five minutes to swipe the Employee's magnetic card again and enter the assigned work unit.

Similarly, it is understood that the Employees' day ends when the Employee returns the keys to the guard station (a/k/a the bubble) and swipes his or her magnetic card at the end of the shift. It is expected that

Employees shall not take more than five minutes to leave the work unit and return the keys to the guard station (the bubble) and swipe his or her magnetic card upon exiting.

FOR THE UNION: _____ FOR THE STATE: _____

/s/ Paul Fortier _____ /s/ Fae Brown-Brewton 9-25-07

Vice President, District 1199 _____ Assistant Director, OLR


Amended:

FOR THE UNION: _____ FOR THE STATE: _____

/s/ Dan Strahinich 4-13-09 _____ /s/ Fae Brown-Brewton 4-13-09

For the State of Connecticut
S. Fae Brown-Brewton

Date: _____


For District 1199
Daniel J. Strahinich

Date: 12/16/15

TENTATIVE AGREEMENT

MEMORANDUM OF AGREEMENT 24

STATE OF CONNECTICUT

UConn HEALTH CENTER

AND

NEW ENGLAND HEALTH CARE EMPLOYEES UNION — DISTRICT 1199

RESPIRATORY THERAPY AGREEMENTS

ON JUNE 4, 2007, THE PARTIES AGREED TO THE ESTABLISHMENT OF TWELVE HOUR SHIFTS IN THE RESPIRATORY THERAPY DEPARTMENT. THE FOLLOWING PROVISIONS REMAIN RELEVANT TO THAT AGREEMENT:

1. Twelve (12) hour shifts have been established for 1199 Respiratory Therapy positions in John Dempsey Hospital. Employees currently in 8 hour shifts as of the date of this Agreement may remain at 8 hours, move into 12 hour positions, or work 8 hour shifts during the week and 12 hour shifts on the weekends, or the opposite, with the preapproval of management. Management will determine the shift length and schedule for any new positions posted, or refills of vacated positions.
2. Employees assigned to the Respiratory Therapy Department wishing to convert to 12 hour shifts will state their preferences for shift, etc., and will be assigned by seniority, all other things being equal. At present, twelve hour shifts will be established as follows: 7a-7:30p; 11a-11:30p; 7p-7:30a. Twelve-hour shift Employees will not normally be scheduled for greater than three (3) twelve hour shifts in a row, which will be followed by a minimum of two (2) shifts off.
3. Vacation, sick and personal leave accruals will be pro-rated in accordance with contractual language and existing practice. Time off will be charged on an hour for hour basis for the actual hours of absence.
4. Shift differential will be paid in accordance with Article 19.
5. Weekend differential will continue to be paid in accordance with Article 19. Weekends are defined as Friday 7p to Sunday 6:59p for 12 hour shifts.
6. Overtime will continue to be paid after 40 hours in a week.
7. Holiday time for full and part timers will continue to be governed by Article 21. The maximum amount of holiday credit will be pro-rated up or down based on the bargaining unit's standard workweek of 35 hours (for example, an Employee with an approved 40 hour workweek would receive 8 hours of credit). The maximum amount of holiday credit will remain 8 hours.
8. The work shifts will generally be assigned so that each twelve hour shift Employee is assigned weekend shifts every third weekend. It is understood that more frequent weekend assignments may be needed during vacation periods or due to changing Agency operational needs. Staff remaining on eight hour shifts or staff working 12 hour shifts during the week and eight hour shifts on the weekend, will be scheduled to work every other weekend.
9. If it is determined that a need for mandatory overtime exists, an Employee may not be assigned to work more than a total of 16 hours in a day. The parties agree that coverage will be provided for call-outs.
10. If at any time after the pilot period, either party decides that it is no longer feasible to continue 12 hour shifts for an individual Employee(s), said Employee will be given 30 days notice of the reversion to go back on standard shifts. This change for an Employee will not affect the status of other Employees in the Department. In addition, new hires may be given 12 hour shifts at the discretion of management.
11. The parties agree to a retention payment of \$2.00 per hour to be paid if management designates an Employee to be in charge in the absence of the supervisor.
12. The parties agree to meet and discuss this program at regular labor management meetings.

ON JULY 7, 2006, THE FOLLOWING CHANGES AFFECTING THE COMPENSATION OF RESPIRATORY THERAPISTS AND RESPIRATORY THERAPY SUPERVISORS EMPLOYED AT THE UNIVERSITY OF CONNECTICUT HEALTH CENTER, JOHN DEMPSEY HOSPITAL BECAME EFFECTIVE. THESE COMPENSATION CHANGES ARE CONSISTENT WITH THE ALLOWANCES PROVIDED BY THE MEMORANDUM OF AGREEMENT — RE: RECRUITMENT AND RETENTION.

1. Due to the unique recruitment and retention issues experienced at John Dempsey Hospital with Respiratory Therapists, there shall be an annual stipend of up to \$5,000 provided to Employees at John Dempsey Hospital in the classifications of Respiratory Therapist and Respiratory Therapy Supervisor. This stipend shall be paid biweekly in each pay period where the Employee receives a regular paycheck. The parties agree that the maximum annual benefit under this section for a full time Employee is \$5000, pro-rated by FTE.

2. On Call/Standby. Those Respiratory Therapists and Respiratory Therapy Supervisors who are assigned to the Newborn Intensive Care Unit (NICU) Transport Team shall receive payment at \$4.00 per hour for each hour of being on call or standby for service on the transport team. In the event of actual call back to work on the transport team, the Employee will be compensated in accordance with Article 13, Section Five—Call Back Pay. The response to telephone calls as provided in Article 9, Section Seven (C)(1) shall continue to apply without modification.

3. Shift Differential. For recruitment and retention purposes it is recognized that Respiratory Therapists and Respiratory Therapy Supervisors require added incentive to accept 2nd and 3rd shift assignment. Therefore, the 15% of Step 2 differential rate as provided LPNs and RN's (Article 19, Section Three) shall likewise apply to the Respiratory Therapists and Respiratory Therapy Supervisors employed at John Dempsey Hospital.

4. This Agreement shall remain in effect until the recruitment and retention issues associated with Respiratory Therapist have subsided. The determination of whether these issues remain a viable concern shall be made on the basis of availability of certified Respiratory Therapists and the ability of John Dempsey Hospital to hire said individuals without the extra compensation herein provided. Prior to the elimination of this stipend agreement the State, the Health Center and 1199 shall meet and discuss the circumstances and conditions that the State believes warrants the elimination of the stipend provisions. These Agreements are without precedent for either party in any pending or future situation.

For the State For District 1199

/s/ Fae Brown-Brewton 5-8-09



For The State of Connecticut

S. Fae Brown-Brewton

/s/ Dan Strahinich 5-08-09



For District 1199

Daniel J. Strahinich

Date:

3-10-16

Date:

3/10/16

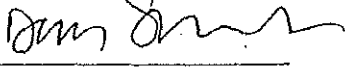
MEMORANDUM OF UNDERSTANDING 8
REGARDING ROTATING SHIFTS

During the course of Contract negotiations leading to a successor agreement to the 2001-2005 Collective Bargaining Agreement between the New England Health Care Employees Union (NEHCEU) District 1199 and the State of Connecticut, the Union raised concerns about ongoing problems with the establishment of rotating shifts notwithstanding the prohibition of said shifts provided in Article 19 Section 8 of the Contract. In order to address the concerns expressed by the Union, the undersigned parties agree as follows:

1. The Office of Labor Relations shall issue a notice to all agencies reminding said agencies of the contractual prohibition against rotating shifts. Any current efforts to establish said rotating shifts shall be abandoned forthwith, and no new rotating shifts shall be established without the approval of the Union.
2. The Office of Labor Relations shall canvas the various agencies to ascertain the existence and extent of any such rotating shifts. The data obtained from said survey shall be provided to the Union.
3. The parties agree to meet and discuss those existing rotating shifts at local labor management meetings and to allow any Employees impacted by such shifts the opportunity to provide maximum input in the development of said schedules which primarily consider client needs, with due consideration given to the needs of the individual Employees. The ultimate goal of said discussions is to achieve strict compliance with the mandate of Article 19 Section 8 of the Contract.

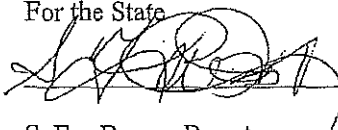
| | |
|--------------------------------|-------------------------------------|
| For District 1199 _____ | For the State _____ |
| /s/ Paul Fortier 2/15/05 _____ | /s/ Fae Brown-Brewton 2/15/05 _____ |

For District 1199



Daniel J. Strahinich

For the State



S. Fae Brown-Brewton

5/30/17

Date

5-30-17

Date

**MEMORANDUM OF AGREEMENT 13
REGARDING CLASSIFICATIONS TO THE MEC**

The undersigned parties agree that the following classifications shall be sent to the Master Evaluation Committee:

Case Manager Series DDS
Developmental Specialist I and II
Dietician Series
Laboratory Consultant Series DPH
Nutrition Consultants DPH
Rehabilitation Therapy Assistant Series DMHAS, DCF, DDS

The parties agree that District 1199 may provide the State with five additional job classification series for review no later than October 1, 2010.

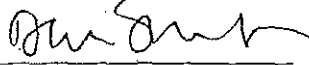
There shall be no additional appeals to the MEC during the term of the 2009-2012 Collective Bargaining Agreement. The only exception to this limitation is in the event that the State develops new job classes or makes substantial changes to existing classes during the term of the Agreement.

For District 1199 _____ For the State _____
/s/ Paul Fortier 6/1/05 _____ /s/ Fae Brown Brewton 6/1/05

Amended:

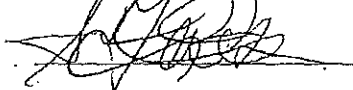
For DISTRICT 1199 _____ For STATE OF CONNECTICUT _____
/s/ Dan Strahinich 5-11-09 _____ /s/ Fae Brown Brewton 5-11-09

For District 1199



Daniel J. Strahinich

For the State



S. Fae Brown-Brewton

Date: _____

5/30/17

Date: _____

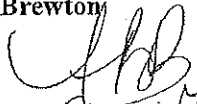
5-30-17

Art 35

Six months prior to the expiration of this agreement, upon request by the Union, the parties shall meet and discuss the roll-over of any remaining funds in this article into the successor agreement.


FOR THE STATE:

Fae Brown-Brewton


6-29-17

FOR THE UNION:

Dan Strahinich

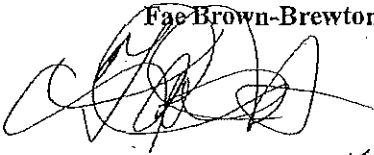

6/29/17

MEMORANDUM OF UNDERSTANDING
REOPENER PER FRAMEWORK

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.


FOR THE STATE:

Fae Brown-Brewton


6-29-17

FOR THE UNION:

Dan Strahinich


6/29/17


ARTICLE 9, SECTION ONE

(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

FOR THE STATE:

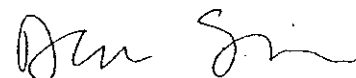
Fae Brown-Brewton



6-29-17

FOR THE UNION:

Dan Strahinich




6/29/17

ARTICLE 22—SICK LEAVE

SECTION ELEVEN. LEAVE DONATION.

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, in a calendar year.** Said benefit shall be subject to review and approval by the Director of Labor Relations and shall be applied in accordance with uniform guidelines as may be developed by such Director.


FOR THE STATE:


Fae Brown-Brewton

6-29-17

FOR THE UNION:

Dan Strahinich


6/29/17

STIPULATED AGREEMENT

Department of Developmental Services

Agreement

In accordance with Article 18 Section 1 and Section 2 of the State/1199 Collective Bargaining Agreement the parties have agreed to the following:

1. Staff impacted by the Community Living Arrangements (CLA) closures, consolidation and/or conversions from the following locations shall be deemed to have been permanently reassigned to their current functional unit assignment.

| |
|--|
| DDS-SR/ROUTE 289 |
| DDS-SR/BROOK STREET |
| DDS-SR/COTTAGE 9 |
| DDS-SR/COTTAGE 10 & 12 |
| DDS-WR/EG/BLDG. 1 U UN B |
| DDS-NR/JOHN OLDS DR. APT 110 |
| DDS-NR/FARMINGTON AVE 96 |
| DDS-NR/FLAGLER ST 100 |
| DDS-NR/JOHN OLDS DR. APT 104 |
| DDS-NR/PLEASANT RD 27 |
| DDS-NR/VELVET MILLS #714 |
| DDS-NR/WATERFORD COM#111 |
| DDS-NR/WATERFORD COM#112 |
| DDS-NR/WEST CINTER ST #14 |
| DDS-NR/WEST CINTER ST #16 |
| DDS-SR/OLYMPUS DRIVE |
| DDS-WR/ELLA GRASSO CENTER |
| DDS-SR/MERIDEN REGIONAL CENTER UNIT A & UNIT C |

2. Staff displaced by the closure of Ella Grasso shall have the first right of refusal to permanent lateral transfer opportunities at the Lower Fairfield Center (LFC).
3. The Regions shall maintain a list of temporary assignment opportunities state-wide that consists of location, shift, special

skills (medication administration/Spanish speaking/training), and hours that need to be staffed as determined by management. These are not vacancies, but work hours that need coverage, and may have previously been covered by overtime assignments.

4. In the event of a future closure/conversion DDS will temporarily transfer staff based on the following:
 - a. Continuity of service
 - b. Seniority
 - c. Geographic impact
5. The Department shall send out a Regional notice soliciting interest in the event of an upcoming long term temporary transfer opportunity within the DSW job series due to unforeseen staffing needs.
6. The Department shall promulgate a list of staff interested in temporary transfer assignments. Before temporarily transferring an employee from their current permanent worksite, the Department shall reference the aforementioned list to determine if their appropriate volunteer.
7. Said volunteer shall be given twenty-four (24) hours to accept the temporary transfer or waive such right.
8. Nothing herein shall preclude the Department from temporarily transferring an employee due to allegations of misconduct, handle

9. It is understood and agreed that only full-time employees will be offered full-time opportunities and only part-time employees will be offered part-time opportunities.

Paul Finkbeiner

Date: 4/3/17

[Handwritten signature]

Date: 4-4-17

Date: _____

MEMORANDUM OF UNDERSTANDING REGARDING LAYOFFS WITHIN THE DEPARTMENT OF
DEVELOPMENTAL SERVICES
P-1 Bargaining Unit

In the event of a reduction in force and subsequent recall to work, the provisions of Article 16 shall be controlling, except as follows:

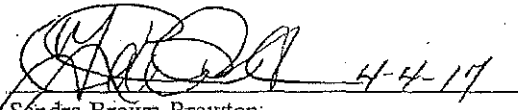
Within the Department of Developmental Services (DDS) the least senior employee in the P1 bargaining unit within the Region, by classification, shall be selected for layoff. The incumbent shall be notified in writing.

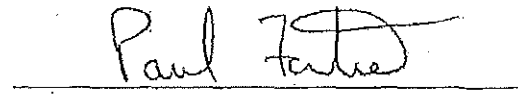
(A) In lieu of layoff, when there is no vacancy or when the Employee does not accept a vacancy, the Employee may bump a less senior Employee as follows:

(1) The least senior Employee in the same classification within the Agency

(2) If the Employee does not exercise the bumping rights in (1), then the Employee may bump the least senior Employee in the next lower position in the same classification series within the Agency or the Region whichever is closer geographically to the employee's assigned work location

More senior staff may be reassigned to meet agency operation needs. Nothing herein precludes management from exercising their rights under Article 18; Section 1.


Sandra Brown-Brewton
Office of Labor Relations


Paul Fortier
District 1199

MEMORANDUM OF UNDERSTANDING REGARDING LAYOFFS WITHIN THE DEPARTMENT OF
DEVELOPMENTAL SERVICES
NP-6 Bargaining Unit – DSW Series
DRAFT

In the event of a reduction in force and subsequent recall to work, the provisions of Article 16 shall be controlling, except as follows:

Within the Department of Developmental Services (DDS) the least senior employee in the DSW series (inclusive of the classifications of Supported Living Worker, IHS and IFS programs within the Region, by classification, shall be selected for layoff. The incumbent shall be notified in writing and a copy sent to the Union at 77 Huyshope Ave Hartford Ct.


(A) In lieu of layoff, when there is no vacancy or when the Employee does not accept a vacancy, the Employee may bump a less senior Employee as follows:

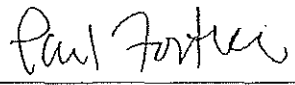
- (1) The least senior Employee in the same classification within the Region
- (2) The least senior Employee in the same classification within the Agency
- (3) If the Employee does not exercise the bumping rights in (1), then the Employee may bump the least senior Employee in the lower position in the same classification series within the Region

More senior staff may be reassigned to meet agency operation needs. Nothing herein precludes management from exercising their rights under Article 18; Section 1. Within 3 months of a reduction in workforce in which 50 or more staff are noticed for layoff, the following process for reassigning staff shall be as followed:

1. When Regional Centers and/or CLA closures, consolidation and/or conversions occur, the Department will generate a list of employees, including their current seniority, job titles and shifts, whose current work assignments will be eliminated as a result of CLA closures, consolidation and/or conversions.
2. The Department shall develop a list of work assignment opportunities state-wide that consists of hours that need to be staffed as determined by management. These are not vacancies, but work hours that need coverage, and may have previously been covered by overtime assignments. This list shall be sent to District 1199.
3. The Department shall provide the list of work assignment opportunities provided in paragraph 2 above, to the impacted employees identified in paragraph 1 above approximately (1) one week prior to the job fair. The Department shall also include information concerning the current client population at said locations and a brief description of client programmatic needs.
4. The Department shall post seniority lists on the Agency's shared, "J" drive (or intranet) and at each affected job site. It will also send a letter to each employee advising the employee how to access the list of the employee's seniority and potential work opportunities.
5. Said impacted employees shall be given an opportunity to review the information and identify work opportunities of choice, and to advise the Human Resources Department as soon as possible, but not later than seven (7) calendar days of the date of the letter, if the employee questions his or her seniority. The employee shall supply any documentation so that the seniority may be adjusted accordingly.

6. It is understood and agreed that only fulltime employees will be offered fulltime opportunities and only part-time employees will be offered part-time opportunities.
7. The parties agree that nothing herein shall result in an employee being promoted to a higher level classification within the series.
8. A "Job Fair" shall be held and employees shall make their election of their desired employment opportunity in seniority order. The dates, time and location of said job fair shall be organized with the Union and Agency. Said election shall be irrevocable except by mutual agreement. The parties agree that in the interest of providing maximum opportunities available to all of the impacted employees, any Agreement providing for geographic restrictions may also be waived by mutual agreement.
9. Employees electing employment opportunities as described above shall not be restricted to the transfer limitations as set forth in Article 15 Section 3 of the Contract as these are not employee-initiated transfers.
10. Employees who choose not to elect an option shall be laid off
11. During the period of implementation of this Agreement and the transition of employees into their elected assignments, the Union waives the 90 day limit on temporary transfers as prescribed by the Contract. This waiver is for the sole purpose of continuity of care, and remains effective only until employees' permanent elections become effective. If the Union believes that managers are abusing the use of temporary transfers the Union shall notify the State, and the parties shall meet to find a resolution.

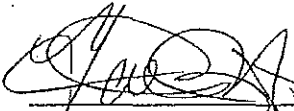

Sandra Brown-Brewton
Office of Labor Relations

 2/28/17
Paul Fortier
District 1199

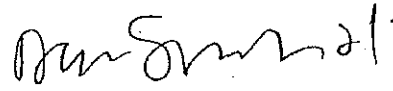
MEMORANDUM OF UNDERSTANDING
In Re
EMPLOYEES IN THEIR FINAL SEMESTER OF STUDY
WITHOUT ACCESS TO CAREER MOBILITY

1. Employees in their last semester may use vacation, compensatory time and a minimum of two days of personal leave in lieu of career mobility. Agencies are encouraged to allow employees to use their accruals for this purpose.
2. Upon completion of the negotiations process, including interest arbitration, if we reach a successor agreement, and it is approved by the Legislature that includes retroactive funding for this purpose, then the accrued time that was used above, excluding the two PL days, shall be restored to the employees' leave balances.
3. Agencies may invoice the fund as prescribed by Article 35 of the District 1199 Contract.
4. If we reach a successor agreement that does NOT include retroactive funding for this purpose, then employees shall not have their accruals restored.
5. An Agency may allow employees to utilize the Voluntary Schedule Reduction Program for this purpose. This Agreement should not be construed as a prohibition against utilization of or modification of the eligibility requirements for the Voluntary Schedule Reduction Program.

FOR THE STATE:


Fae Brown-Brewton 8-27-17
Date

FOR THE UNION:

 8/27/17
Daniel Strahinich Date

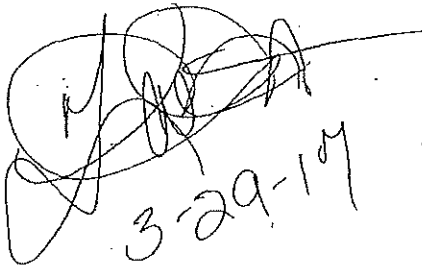
MOU REGARDING CMHC AND FLOAT ASSIGNMENTS

Notwithstanding Article 18 Section 2 which restricts employees to one functional unit, the parties agree that within Corrections Managed Health Care employees may be assigned to float between multiple functional units, as there is no operational need to employ an individual full time in a particular functional unit. The classifications most likely to be assigned to multiple functional units are:

Dental Assistants
Staff Radiology Technician — Technologist
Laboratory Assistant (1,2,3)
Dentists
Psychiatrists (Principal and Staff)
Psychologist (Supervising/Clinical)
Phlebotomist
Physicians (Principal and Staff)
Optometrist

Before assigning a current incumbent to float between multiple functional units, where such person has not been previously so assigned, the Employer shall contact the Union and upon request, meet and discuss the proposed assignment.

DMJ
3/24/17

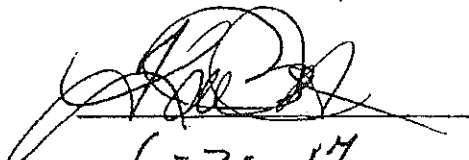

3-29-17

**MEMORANDUM OF UNDERSTANDING REGARDING
SIGN-ON BONUS FOR PHYSICIANS OR PSYCHIATRISTS**

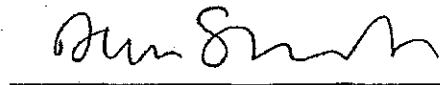
At the discretion of the appointing authority, with the approval of the office of policy and management, an agency may offer a sign-on bonus to a prospective employee, not to exceed thirty thousand dollars (\$30,000.00), payable in three (3) equal installments. The first installment of ten thousand dollars (\$10,000.00) shall not be payable until the employee satisfactorily completes the initial working test period. The two (2) subsequent installments would be payable after the completion of the second and third year of full time permanent employment.

Employees participating in this program must enter into an agreement, with the employing agency, committing to remain employed by the State of Connecticut for a period of not less than five (5) years. If an employee, participates in this program and receives at least one (1) installment leaves state service voluntarily prior to completion of five (5) years of full time service, the employee must reimburse the State of Connecticut all funds received under this program.

FOR THE STATE:


6-30-17

FOR THE UNION:


6/30/17

Cross Unit Handling of Durationals, Temporaries, Snow Days, and Flexible Scheduling

I. Durational positions and Temporaries

(Offered to all OLR Bargaining Units)

Definitions:

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

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

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

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

Benefits:

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

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

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

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

D.S.
7/11/17
JBB
7-11-17

II. Snow Days and Inclement Weather -- Offered to Non-Hazardous Duty OLR Units

- **Essential Employees**
 - Definition-for this purpose "essential" means required by the Employer to work outside the home during a period other bargaining unit employees are paid but relieved from work due to a closing.
 - Where a primarily non-hazardous duty bargaining unit includes both essential and non-essential employees, and the former receive only normal pay for working during his/her normal hours during a situation where the governor orders a closing of some or all of that employee's normal shift, the following shall apply: Notwithstanding any provision providing overtime for working outside normal shift hours, such person shall receive straight time comp time for the hours worked during the employee's normal shift where the state has been ordered closed or the Governor has directed nonessential state employees not to report to work.
- **Vacation, PL and Sick Time Impact for Non-Essential Employees**
 - Employees out sick shall not be charged a sick day or personal day if the state is closed or the Governor has ordered nonessential state employees not to report to work during that employee's normal work shift
 - Employees on vacations for less than a week shall not be charged a vacation day if the state is closed during that employee's normal work shift.
 - Employees scheduled out of the office on leave for a week shall be charged for such leave if the state is closed during such time.
- **10 month Employees Choosing a 12 month Pay Plan - Shall be treated like any other 12 month employee for purposes of inclement weather closings.**

III. Alternative Work Schedules, Compressed Work Schedules, and Telecommuting -- (General Offer)

Concept: 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 cross 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 co-chaired 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.

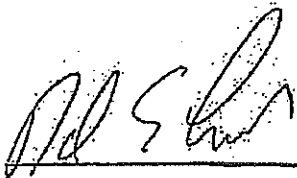
Current practice will remain at each agency until parties meet and agree otherwise or changes occur through facilitation and or arbitration. Each committee shall begin its work no later than 30 days following the ratification of this agreement, and shall provide an initial report to the Statewide Committee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

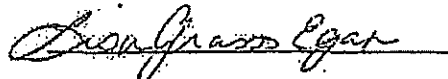
There shall be a Flexible Scheduling Facilitator, who shall be knowledgeable in flexible schedule issues. The Facilitator shall be available to resolve such matters as submitted by the parties. The Facilitator shall work with the committees to establish AWS, Compressed Scheduling, and Telecommuting Policies 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.



Chief Negotiator, SEBAC



Undersecretary for Labor Relations