

Agreement Between the State of Connecticut

And

The Administrative and Residual Employees Union

The Successor Collective Bargaining Agreement, to the Agreement that Expired June 30, 2016 which shall be effective July 1, 2016 and shall expire on June 30, 2021, is hereby modified as follows:

Article 2 Section 3: Durational positions and Temporaries (Offered to all OLR Bargaining Units via LGE/Livingston) [Actual language for Article needs drafting] Effective upon legislative approval.

Temporary: Position filled to temporarily replace an incumbent employee in a permanent position when the incumbent is on workers' compensation or other extended leave.

Durational: Position filled for a specific term, exceeding that described as temporary, including a grant or specially funded program of a specific term.

Status: Employees in temporary positions shall be transitioned into a durational or permanent position after one year.

Employees in a durational position shall become permanent employee after six months, or the length of the working test period, whichever is longer. Employees must pass their working test period and the working test period may be extended up to an additional six months.

Benefits To Employees in Durational Positions:

- Health and life insurance
- Pension credit
- Paid Holidays
- Personal leave
- After 6 months, vacation and sick retroactive to date of hire.
- Access to military leave as governed by Article 38
- Start date retroactive to original hire date upon permanent appointment.

Article 4, Section Four:

No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding without being advised of his/her right to union representation. If the employee waives right to representation in this instance, such waiver shall be in writing. Any employee who has initially waived the right to union representation may retract such waiver, in writing, at any point during the grievance process.

Article 15 Section 9 (a)...add new sentence to end of first paragraph

For Arbitrator's selected to the panel after July 1, 2017 the arbitrator shall not have a cancellation period greater than 3 weeks.

Article 15: Grievance Procedure [ADD] (new section) Section Thirteen: Grievance and Arbitration Remedies and Make Whole Procedures

If an employee is reinstated following a termination, after having been paid out for his/her accrued leave, he/she may reinstate said banked leave, or any portion thereof, by offering repayment at the same cost at which it was paid out.

Article 16 Section 6 Add new paragraph to the end of the section: In the instance of a Governor (designee) delayed opening of 11:00AM or later, article 16 section 6 of the A&R contract shall not apply and employees shall be expected to arrive at the Governor (designee) declared start time. In instances where an employee arrives after the Governor (designee) declared start time, said employee may opt to either make up the extended delay or charge said excess time to accrued leave. In all other regards, including delayed openings prior to 11:00 AM, Article 16 section 6 and MOU 8 language shall control.

Article 16: Section 7 (revise section 7 to read section 8) Essential Employees

When an employee is required to work despite the Governor (or his designee) ordering a closing of some or all of that employee's normal shift, the following shall apply: In addition to any overtime involving the shift, the employee shall receive straight compensatory time, in addition to the employee's regular pay, for the hours worked during the employee's normal shift when the State has been ordered closed.

ARTICLE 16 A

ALTERNATIVE WORK SCHEDULES

Section One. The State shall continue to implement and operate for employees in all agencies, AWS schedules; the degree of employee free choice and band-width may vary from agency to agency or subunit to subunit, but the preference shall be for maximum employee free choice where feasible. Any bargaining unit employee not otherwise exempted by agreement, or by action of the employer as set forth below, may participate in the available options.

Employees whose salaries are currently below the (Article 16, Section 5 [d]) Overtime Cap may nevertheless participate in pure flextime, averaging and compressed workweek options to the same degree as those above the cap. Any such employee who voluntarily chooses such a schedule option, shall be allowed to work up to eighty (80) hours in any pay period before qualifying for paid overtime. This provision shall supersede relevant statutes in accordance with the provisions of the State Employee Relations Act, C.G.S. Section 5-278b.

(a) Each State Agency will have established a menu of alternative work schedule options. The menu of options shall be available to full-time permanent employees. Said menu may include the following:

1. unrestricted daily starting/quitting time; around a core hour structure.
2. 5/4 or 4/5 bi-weekly.
3. weekly variable starting and quitting time.

Notwithstanding any previously published AWS menu of options, agencies may be exempt from offering alternative schedules based on business needs. In requesting such exemption the agency must provide its justification to the Office of Labor Relations, who shall in turn inform the Union of its determination concerning the exemption. Upon request from the Union, through the Office of Labor Relations, the parties shall meet and discuss the exemption. If no agreement is reached, either party may submit the issue to Arbitration for resolution. At their discretion, either party may elect either the regular arbitration process or the Expedited Arbitration. The arbitrator in rendering a decision must give weight to the following factors: the impact on clients, consumers and/or the public, the impact on the Agency/Department, and the impact on the Employees. Any such request for an exemption of employees currently participating in an AWS program shall be stayed until receipt of the Arbitration Award.

(b) Assignment to any variation of the standard workweek, is not considered an alternative work schedule.

(c) Each agency shall maintain an AWS Committee of an equal number of representatives of the Union and the Agency. The Committee shall review and vote upon all new and/or revised, AWS programs and offerings.

(d) Employees on an AWS schedule may be required to attend meetings scheduled outside the standard workweek as defined in Article 16 with no less than 10 (ten) days notice. Employees not otherwise

scheduled to work during the required meeting time, outside the standard workweek, will be eligible for overtime/compensatory time as prescribed by this Agreement.

Employees on an AWS schedule may be required to attend meetings scheduled within the standard workweek as defined in Article 16, provided they receive no less than 10 (ten) days notice. Such timely notice will preclude overtime or compensatory time for such meetings. Employees shall adjust their schedule accordingly. Such notice shall not be required when such employees are scheduled to work during the scheduled meeting times according to their approved AWS scheduled hours or core hours for employees on an unrestricted daily starting and quitting times.

Section Two. Except as otherwise determined by the AWS Committee, employees shall submit quarterly the schedule from the menu of options that the employee wishes to be working for the following quarter. The submittal will be to the employee's supervisor (non-bargaining unit). The grant or denial of this submitted schedule will be based on business needs. Staffing complements required during a workday are to be determined solely by management.

Section Three. Reduction and/or Elimination

Except as otherwise provided herein, the employee and the Union must receive not less than ten (10) days notice of an Agency's intent to modify, suspend, or discontinue any alternative work schedule. Agencies may reduce, or eliminate alternative work schedules based upon written supportive factual evidence of one or more of the following:

- a. increased cost or unduly burdensome
- b. inconvenience or decrease in service to the public
- c. decrease in work productivity
- d. inability of the employer to maintain or sustain adequate staffing levels

Except as otherwise provided herein, a reduction or elimination of an alternative work schedule is subject to direct arbitral appeal pursuant to the arbitration provisions of this Agreement. Unless the Union agrees to the contrary, actions to reduce or eliminate programs, including the failure to maintain the employee's currently approved schedule, shall be stayed until receipt of the Arbitration Award.

Section Four. Individual Options

(a) There shall be an AWS Facilitator, who shall be knowledgeable in flexible schedule issues. The Facilitator shall be available to resolve such matters as are set forth hereafter. The State and the Union shall share equally the Facilitator's expenses.

(b) An employee who can demonstrate a need for a non-AWS option, schedule modification based upon childcare responsibilities, eldercare, family or personal medical condition or treatment, or other care obligations, educational programs, carpooling or mass transportation considerations, shall be accommodated whenever possible. The AWS Facilitator shall have binding authority to resolve these disputes. Such request shall be reviewed quarterly.

(c) An employee shall qualify for said accommodation unless the Agency can establish that the employee has demonstrated a pattern of a lack of dependability during the preceding twelve (12) months. Said pattern must have been documented in writing, and the employee must have been provided with an opportunity to acknowledge receipt of said documentation. Management shall give due consideration as to whether the grant of said schedule might logically cure the dependability problem.

(d) The Appointing Authority may revoke a preferred schedule if an employee has been found to have misconducted him/herself in any manner with respect to the schedule. The removal of said schedule shall be stayed until the matter can be reviewed initially by the AWS Facilitator, who may issue an interim order

regarding the schedule. Said order shall be limited to the issue of whether the stay should continue pending submission of the threshold issue to the [disciplinary] arbitrator [Grievance Panel].

Section Five. Conflicts

Whenever possible, Article 12 "seniority" shall apply in resolving conflicts between similarly classified employees and competing requests for schedules. Medical requests, ADA accommodations, and employee performance shortcomings considerations are examples of agreed exceptions to the seniority rule.

Article 18 Section 2 (substitute entire section)

No employee may carry over, without agency permission, more than ten (10) days of vacation leave to the next year. Such permission shall not be unreasonably denied. Employees are urged, however, to schedule use of vacation leave to preclude build-up of accrued vacation.

For employees hired on or before June 30, 1977, the maximum accumulation of vacation shall be one hundred twenty (120) days. For employees hired on and after July 1, 1977, the maximum accumulation shall be seventy (70) days, but the maximum payout upon leaving state service shall be 60 days.

Article 18 Section 3 (b) (substitute entire subsection 3(b)):

(b) When a shift off (or any portion thereof) is granted by the act of the Governor (or his/her designee) an employee scheduled to charge vacation accruals or personal leave on that shift shall not be charged. However, this provision shall not apply in the event the employee had leave scheduled for the entire work week (e.g.: Monday – Friday).

Article 19: Sick Leave Section 3 (b) (substitute entire subsection 3(b))

In the event of death in the immediate family when as much as five (5) working days leave with pay shall be granted. Immediate family means spouse, father, mother, sister, brother, mother-in-law, father-in-law, or child, and also any relative who is domiciled in the employee's household.

Article 19: Sick Leave Section 3 (d) (substitute entire subsection 3(d))

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

Article 19 Section 5 (revised section)

A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave. Employees scheduled to be out sick shall not be charged a sick day if the State is closed by act of the Governor (or his/her designee) during that employee's normal work shift (or any portion thereof) however, this provision shall not apply in the event the employee had leave scheduled for the entire workweek (e.g.: Monday-Friday).

Article 24 section 2 (substitute entire section 2)

Annual Increments. Effective 7/1/2019, employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice, except as provided otherwise in this agreement.

Employees who are on the maximum step of the salary schedule, who receive no annual increment, shall receive a lump sum payment of two and one-half percent (2.5%) of the employee's annual rate of pay in effect when the payment is made. Such payment shall be made on the date when the annual increment would normally apply. The Top Step Payment, once earned, shall be a continuing part of the employee's wages for all calculations thereafter, so long as the employee remains in that salary grade.

The first Top Step payment for contract year 2018/2019 for those eligible shall be made on or about July 1, 2018.

Article 24...Bilingual Stipend (Section 15 new)

Effective July 1, 2017, one thousand dollars to be paid quarterly at two hundred and fifty dollars (\$250) to be provided to anyone designated by management to interpret a foreign language (including sign language) on an assignment. Receipt of the quarterly payment will be dependent upon the actual necessary utilization during the quarter. Members performing such services shall be drawn from agency volunteer lists, which shall be maintained and updated twice a year.

Article 24 Section 6: (substitute first paragraph)

Effective July 1, 2017, the State will allocate two hundred thousand dollars (\$200,000) to the Tuition Reimbursement Fund plus whatever is required to cover outstanding claims from the prior contract year pursuant to the 2017 SEBAC agreement.

Effective July 1, 2018, the State will allocate two hundred thousand dollars (\$200,000) to the Tuition Reimbursement Fund.

Effective July 1, 2019, the State will allocate two hundred twenty five thousand dollars (\$225,000) to the Tuition Reimbursement Fund.

Effective July 1, 2020, the State will allocate two hundred twenty five thousand dollars (\$225,000).

Unused funds from one contract year will be carried forward into the following contract year; however, unused funds at the expiration of the contract term shall lapse.

Article 24 Section 9: (substitute entire section)

Effective July 1, 2016, employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of \$100.

Effective July 1, 2017 employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of \$100.

Effective July 1, 2018 employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of \$100.

Effective July 1, 2019 employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of \$110.

Effective July 1, 2020 employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of \$110.

Article 24 Section 10: (substitute entire section)

For those employees who are by managerial direction, assigned on-call/standby status and must be available for service and must respond if contacted, a sum of \$1.25 per hour shall be paid for each hour so assigned and for holiday on-call/standby the rate will be \$2.00 per hour. Effective July 1, 2019, the rate shall be increased to \$1.50 per hour and for holiday on call/stand-by, the rate will be \$2.50. Notwithstanding the duration of any on-call/standby assignment, compensation shall not exceed \$175 per employee per week.

Article 24 Section 12:

On or about December 1 of each contract year, employees in the following classifications who are expected to use their home to conduct State business shall receive \$250: Department of Agriculture Inspector Dairy or Department of Agriculture Inspector Poultry and Livestock. Effective July 1, 2019 the rate shall be increased to \$300.

Said payments shall be proportionately reduced for those employees who use their home to conduct State business for less than a full year, measured from July 1 – June 30. Notwithstanding the above provision, the current practice pertaining to Hours of Work, Section Two shall continue in force.

The first payment under this Section shall be made on or about December 1, 2017 for the period commencing July 1, 2017 to June 30, 2018.

Article 24: Furlough Days (new section 15)

During FY18, twenty four hours of furlough time will be charged evenly across the remaining pay periods of the fiscal year. The P-5 bargaining unit furlough days shall be 11/24/17, 12/26/17, 12/27/17. Part time employees shall also serve furlough days, on a pro-rata basis, based upon their biweekly scheduled hours of work. Any employee whose schedule does not include a designated P-5 furlough day, will select another date within the fiscal year. Any employee who has already qualified for the day off on November 24 via the Holiday compensatory time provision may select another furlough day. An employee who is scheduled for more or less than eight hours on a furlough day will adjust their schedule for that pay period. Subject to agency operating needs, the appointing authority may designate an employee to work on one of the P-5 furlough days. In exchange, the employee shall select and substitute another day within the fiscal year. Management shall solicit volunteers to satisfy operating needs on these days. If no qualified volunteers are available, seniority shall be the controlling factor.

The value of 3 furlough days (or pro rata) will be evenly charged across all remaining pay periods in FY18. In exchange for the reduction in pay, bargaining units shall take three (3) days off without the additional loss of compensation, as a day in lieu of a voluntary schedule reduction day. 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.

Article 31, Section Six: Professional Development and Conference Fund (revised first paragraph)

Effective July 1, 2017, the State will allocate one hundred twenty thousand dollars (\$120,000) to the Professional Development and Conference Fund plus whatever is required to cover outstanding claims from the prior contract year pursuant to the 2017 SEBAC agreement.

Effective July 1, 2018, the State will allocate one hundred twenty thousand dollars (\$120,000) to the Professional Development and Conference Fund.

Effective July 1, 2019, the State will allocate one hundred twenty five thousand dollars (\$125,000) to the Professional Development and Conference Fund

Effective July 1, 2020, the State will allocate one hundred twenty five thousand dollars (\$125,000) to the Professional Development and Conference Fund

Article 31, Section Seven: Professional Development Funds (substitute entire section)

Each employee shall be entitled to a maximum of \$600.00 reimbursement per contract year toward the cost of fees, travel, food and lodging related to attendance at conferences, seminars, and programs. This entitlement may be combined once in any two (2) year period. An employee may use a previous year's unused entitlement for up to \$1,200 provided prior year funds were rolled over and available. The fund assumes no liability for any costs incurred by an employee without obtaining prior approval by the Office of the Comptroller.

Article 31, Section Eight CLE coverage (new)

For employees in job titles requiring that such employees be admitted to practice law in the State of Connecticut, attendance at, participation in, and travel to Continuing Legal Education courses approved for Connecticut credit shall be considered accepted uses of Professional Leave, pursuant to Section Five of this article, and Professional Development Funds, pursuant to Section Seven of this article. Membership dues in any single state, county, or local bar association providing such Continuing Legal Education courses

shall be an accepted use of Professional Development Funds pursuant to Section Seven of this article. Such on-line CLEs shall be considered an acceptable use of State systems on Professional Development time. Nothing in this section shall modify the maximum per employee allotment of funds or leave days provided in Sections Five or Seven of this article.

Article 33: Safety [ADD] (new section) Section Five.

An employee may not work more than eighteen (18) consecutive hours in a 24 hour period unless a special exception is made by the Agency head (or Designee), or under a declaration of State of Emergency made by the Governor.

Article 38: Miscellaneous, Section Six Military Leave

A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training, provided such leave does not exceed two (2) calendar weeks in a calendar year, in addition to seven (7) days of military leave for weekend drills. Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty calendar days in a calendar year. During such leave, the employee's position shall be held, and the employee shall be credited with such time for seniority purposes. Other requests for military leave may be approved without pay. Nothing in this article shall be construed to prevent an employee from attending ordered military training while on regularly scheduled vacation.

To the extent that State or Federal law provides a greater military leave benefit for employees than the above rights, State or Federal law, as amended from time to time, shall prevail.

Article 38: Miscellaneous, Section Fourteen Compensatory Time Usage (new section).

Compensatory Time will continue to be used like all other accrued leave, upon request by an employee and approval by management.

Article 46 (new): Telecommuting. The Office of Labor Relations and the Union shall form a Labor Management Committee to negotiate the implementation of Telecommuting for A&R members no later than October 1, 2017. Such negotiations shall provide rights and benefits no less than those provided under any statewide telecommuting committee or agreement formed as a result of SEBAC 2017. All telecommuting rights provided through SEBAC 2017 are incorporated herein.

ARTICLE 44 DURATION OF AGREEMENT: This Agreement shall be effective on July 1, ~~2007~~ **2016** and shall expire on June 30, ~~2016~~ **2021**.

MOU VIII: For enumeration paragraph #1: strike all language prior to "An employee scheduled in advance to work..."

For enumerated paragraph #7 updated to reflect "expires coterminous with the contract"

MOU X Paragraph #2: change the notification date from September 1 to March 31.

MOU XIII (add new) - Lateral Displacements in Trainee Classes.

Agreement Regarding Days and Occasions will remain. May be replaced with new MOU XIV as resolution of A&R Institutional Grievance OLR No. 16-4701/A&R No. 12.046

All other MOUs and Side Letters continued unless agreed otherwise.

Incorporated Relevant Tuition Reimbursement and Professional Development Fund language from SEBAC

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

Incorporate relevant wage agreement from SEBAC

The State and SEBAC recognize that wages and other matters are negotiated on a bargaining unit basis by the union designated as the exclusive bargaining representative for that unit.

However, the State and SEBAC have agreed that the following parameters shall apply to all units seeking the job security protections of the SEBAC 2017 Agreement.

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

- a. Wage increases for FY 2016-17 and FY 2017-18 - Except as provided below, no state employee who is represented by a bargaining unit that is part of SEBAC will receive any increase in salary or payments for either of the next two fiscal years deriving from a General Wage, step increase, annual increment, payment for individuals who were at their top step as a bonus, for the above two fiscal years.


Individuals entitled to a promotion in accordance with the rules governing these subjects as outlined in the Connecticut General Statutes or their collective bargaining agreement shall receive increase in wages due to such promotion in accordance with past practice.

- b. Payments for the FY 2018-19 Fiscal Year. There shall \$2000 one-time payment to all employees, or top step lump sum plus \$1000 if greater. All payments shall be pensionable in accordance with the Plan's normal rules. The one-time payments shall be paid in July of 2018. The top step lump sum shall be paid on the employee's normal increment date. The one-time payment amount shall be prorated for part-time unit employees.
- c. Wage increases for FY 2019-20 and FY 2020-21 Provide a three and one half percent (3.5%) increase plus step increases, annual increments or their equivalent in those units that have them as part of their collective bargaining agreement. Local parties are not prevented from using part of the GWI for restructuring payments to employees. Non-increment units will receive additional payments in accordance with the parties' usual practice.
- d. FY 2017-18 October 2017 Longevity payment will be paid on time. The April 2018 payment shall be delayed until July 2018.


Other Items Addressed:

- Tax Attorney Impact Bargaining to begin October 1, 2017.
 - Stipulated Agreement Between A&R and DRS resulting from A&R grievance #00.078
- Item 6: substitute entire language: In accordance with Article 16 Section 5 (f), any policies or procedures within this stipulated agreement shall be subordinate to this provision of contract.
- The parties shall submit names to fill Arbitrator Panel no later than October 1, 2017
 - Review Comparability Table
 - Seek transfer of John Schroeder from DECD to Comptrollers, dependent upon position availability and agency willingness. (separate stipulated agreement to be drafted)
 - Linda Carpening: \$1,900 Tuition Reimbursement agreement (separate stipulated agreement to be drafted)
-
- Stipulated Agreement re Grievance Settlement (OLR/Union Numbers 16-4680/12.025).

For the State of Connecticut:


_____ Date 7-6-17

For the A&R Union:


_____ Date 7/6/17

STIPULATED AGREEMENT
in the matter of
STATE OF CONNECTICUT
and
THE ADMINISTRATIVE AND RESIDUAL EMPLOYEES UNION
OLR No. 16-4680
Union No. 12.025

Whereas, A&R Institutional Grievance (OLR No. 16-4680) was timely filed on or about May 23, 2012 regarding the appropriate interpretation of the compensation provision of the A&R Unit Agreement resultant of the 2011-2016 SEBAC discussions and,

Whereas, that dispute, if resolved in favor of the Union would have retroactive financial impact that could impact numerous employee and or retiree benefit calculations;

Now Therefore, the parties have elected to compromise and resolve the matter in accordance with the following principles:


1. The above-captioned grievance is withdrawn with prejudice.
2. The State will identify all of the bargaining unit employees who were on the state payroll on May 23, 2013 and who continue to be employed in the A&R Bargaining Unit as of the date of the full execution of this Agreement (Category #1).
3. The State will identify all of the bargaining unit employees who were on the payroll and who as of May 23, 2013 were receiving the lump sum payment at maximum in accordance with Article 24 Section Two of the A&R Contract (Category #2).
4. All employees in Category #1 shall receive a one-time lump sum payment of five dollars (\$5.00).
5. All employees in Category #2 shall receive an additional ten dollar (\$10.00) payment, as long as they remained in the P-5 Bargaining unit since May 23, 2013 including any period of layoff consistent with Article 12 Section 1(b)(G) of the Contract. Employees in Category 2 shall, therefore, receive a total one-time payment of fifteen dollars (\$15.00).
6. The aforementioned payments are deemed to be part of a grievance settlement, and therefore, not subject to deductions and shall not impact any other wage or benefit provisions, including but not limited to pension, workers compensation, overtime, etc.
7. The Union on behalf of the impacted employees waive any further claims to any monies or benefits that may have been calculated based upon the resolution of this matter.
8. The parties agree that the final resolution of this matter shall be dependent upon the submission of the line-item cost of this settlement in the OPM costing of the A&R Contract for the period beginning July 1, 2016. The item shall be entitled "Revision of Wage Implementation of Fiscal Year 2013-2014."
9. This Agreement shall not serve as precedent in any pending or future dispute between the parties, and shall not be admissible in any proceeding except as may be required to enforce its terms.
10. This Agreement does not constitute an admission of liability or culpability by any party.

FOR THE UNION:



John DiSette
A&R President

FOR THE STATE:



Fae Brown-Brewton
Office of Labor Relations

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

JDS
2-11-14
J.D.
7/14/17

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.

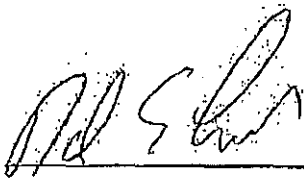
Current practice will remain at each agency until parties meet and agree otherwise or changes occur through facilitation and or arbitration. Each committee shall begin its work no later than 30 days following the ratification of this agreement, and shall provide an initial report to the Statewide Committee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

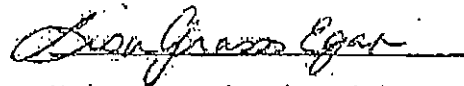
There shall be a Flexible Scheduling Facilitator, who shall be knowledgeable in flexible schedule issues. The Facilitator shall be available to resolve such matters as submitted by the parties. The Facilitator shall work with the committees to establish AWS, Compressed Scheduling, and Telecommuting Policies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