STIPULATED AGREEMENT

Program Consolidations and Closures Agreement

The State of Connecticut, Department of Developmental Services (DDS), the Office of Labor Relations, and the New England Health Care Employees Union District 1199 (hereinafter the parties) understand and agree that for a number of reasons, the census of individuals served in certain DDS publicly operated programs declines and that as a result DDS may from time to time consolidate or close certain programs. In the interest of continuity of client care, and to ensure job security for District 1199 members in accordance with the terms of the 2011 SEBAC Agreement the parties understand the need to develop a transitional plan to address consolidations and closures of DDS publicly operated programs. This Agreement applies to employees impacted by consolidations and closures of DDS publicly operated programs on and after July 1, 2011, and except as otherwise modified herein, and in keeping with the spirit of the 2011 SEBAC Agreement, and the 1199 Collective Bargaining Agreement the undersigned parties agree as follows:

In accordance with Article 18 Section 2 and Article 19 Section 7 of the State/1199 Collective Bargaining Agreement, and the 2011 SEBAC Agreement, the parties have agreed to utilize the following procedure to ensure that staff impacted by consolidations and closures of DDS publicly operated programs are provided a smooth transition into new assignments as staffing complements are adjusted.

PHASE I.

1. The Department of Developmental Services shall maintain 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.
2. When consolidations and closures of DDS publicly operated programs occur, the Department of Developmental Services 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 consolidations and closures of DDS publicly operated programs and will provide notice to impacted employees and the union at least thirty (30) days in advance.
3. DDS shall provide the list of work assignment opportunities provided in paragraph 1 above, to the impacted employees identified in paragraph 2 above by posting such list at their current work locations. 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. Also, it will also hand deliver a letter to each employee advising the employee how to access the list of the employee's seniority and potential work opportunities. Letters to employees who are on leave or absent when letters to other employees at their affected work site are delivered will be sent via certified mail.

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 verified date of receipt 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. The employee may request a formal audit of his/her seniority if there are still questions about it.
6. It is understood and agreed that only fulltime employees will be offered comparable fulltime opportunities and only part-time employees covered by the job protection provisions of the SEBAC 2011 Agreement will be offered comparable part-time opportunities.
7. Within fourteen (14) calendar days of the verified date of receipt of the letter each impacted employee shall select, on a form to be provided with the letter, his/her top three choices for a temporary assignment / transfer listing such choices in order of preference. Temporary assignments / transfers of impacted employees based on their choices will be made in seniority order. In the event an impacted employee's top three choices are selected by more senior employees, he/she shall be given an opportunity to select another temporary assignment / transfer before temporary assignments of any less senior impacted employees are made.
8. 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, provided that such temporary transfers shall not exceed

180 days. This waiver is for the sole purpose of continuity of care, and remains effective only until employees' permanent elections become effective.

PHASE II.

1. As needed, a "Job Fair" shall be held. DDS shall provide the list of work assignment opportunities provided in paragraph 1 of Phase I above, to employees who will participate in the Job Fair (i.e. those impacted by consolidations and closures who have not been awarded permanent assignments in a previous job fair). The Department shall also include information concerning the current client population at said locations and a brief description of client programmatic needs.
2. The Department shall post seniority lists on the Agency's shared, "J" drive (or intranet) and at each affected job site. Also, 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.
3. Employees participating in the Job Fair shall make their election of their desired permanent employment opportunity in seniority order. 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 existing Agreement providing for geographic restrictions may also be waived by mutual agreement of the agency, the union, and the employee.

4. Impacted 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.

PHASE III.

1. Impacted employees, who decline an employment opportunity pursuant to Phase II above, may voluntarily resign, and withdraw said resignation consistent with the State Personnel Regulations.
2. This Agreement expires June 30, 2015 except as otherwise extended by mutual agreement of the parties.

FOR THE UNION:

Bill Meyer

Date: 1/11/12

FOR THE STATE:

Date: 1-11-12

FOR THE AGENCY:

Date: 1/11/2012