



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

September 6, 2017

GENERAL NOTICE NO. 2017-10-REVISED

TO: Labor Relations Designees

FROM: Office of Labor Relations

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

The following summarizes the substantive changes contained in the 2016-2021 Professional (P-1) and Paraprofessional (NP-6) Health Care Bargaining Units Contract. On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues. As these changes were not substantive in nature, they are not summarized herein. When finalizing the Agreement, additional changes may be made by mutual agreement.

Article 1 Recognition

Section Four Temporary Employees

Redefined to exclude per diem employees.

Section Five Deleted language regarding the limit on the number of part-time employees under twenty hours.

Article 2 Non-Discrimination and Affirmative Action

Section One The bases for non-discrimination amended to include sexual identification, history of developmental or intellectual disability, and deleted mental disorder or mental retardation, except on the basis of bona fide occupational qualifications.

Article 3 Union Security and Payroll Deduction

Section Nine The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings that may ensue as a result of having furnished the Union employees' social security numbers.

Article 4 Union Rights

Section Four Deleted language regarding part time employees under twenty (20) hours serviced by full time delegates.

Section Ten Union delegates or representatives may use State phones for Union business calls provided that calls are not charged to the State. Consistent with Agency rules, personal cell phones may be used for such calls of short duration.

Section Eleven When a 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.

Article 6 Contracting Out

Current language regarding the State’s right to contract out is retained, but sunset clause is stricken.

Article 8 Working Test Period

Section Two Length of Working Test Period

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.

Article 9 Compensation

Section One (a) General Wage Increase

There shall be no general wage increase paid to any NP-6 or P-1 bargaining unit member for the 2016-2017 contract year; 2017-2018 contract year; 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.

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, 2017-2018 or the 2018-2019 contract years.

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

Section Three (a) Longevity

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

Section Five (c) In Charge Pay

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 \$16.00. 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, effective upon legislative approval.

Section Seven (b) On Call/Standby for Other than Physicians

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 \$1.65 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.

Section Eight (a) Night Duty or Standby Night Duty for Physicians

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:

Physicians in all Agencies shall be paid \$35.00 per hour multiplied by the number of hours worked in off-site standby status. Effective July 1, 2018, the off-site on call rate shall be \$42.50. Effective July 1, 2020 the off-site on call rate shall be \$50.00.

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

Section Thirteen P-1 Annual Bonus Payments

Physicians who, on October 1 of each year, are Board-certified in their area of practice, shall receive a one thousand dollar (\$1,000) bonus. Effective October 1, 2019, the area of practice bonus shall be increased to three thousand dollars (\$3,000).

Effective October 1, 2019, all physicians who have a job related second Board (e.g., Child & Adolescent, pediatrics, forensic pathology, etc. as determined by the parties) shall receive a \$5,000 bonus. Due to recruitment difficulties, there shall be a \$10,000 bonus for DMHAS psychiatrists with a Forensic Board certification employed in the Forensic division of CVH.

Physicians and Psychiatrists Pay Plan

Effective July 1, 2018, all Principal Physicians and Psychiatrists will be shifted to the RW pay plan and placed on the step closest to, but not less than current salary.

There shall be two Steps added to the RW pay plan of \$2,500 above current top step. One step added effective 7/1/19 and the second step added effective 7/1/20.

Upon approval of OPM, an agency may offer physicians a sign-on bonus of up to \$30,000 with a five year commitment to remain in state service.

Article 12 Class Reevaluations

Section One The process set forth in this Article supersedes the provisions of C.G.S. § 5-200b pertaining to reclassification of state employees by the Commissioner of Administrative Services (upgrading). The entire Article is modified to reflect current practice.

Article 13 Hours of Work, Work Schedules and Overtime

Section One (g) Clarifies that the Employer is not precluded from establishing new positions as forty (40) hour positions.

Section Twelve (f) 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.

Section Nineteen Supervising Pharmacists

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

Article 23 Leaves of Absence

Section One Eliminated domestic partner references.

Section Two (C) New language clarifies that in all cases, the identified leaves shall run concurrently with 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, 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

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

Article 30 Indemnification and License Fees

Section Three (a) An employee whose job requires a professional 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. This section three does not apply to part-time employees under twenty (20) hours per week.

Article 31 Travel Reimbursement

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.

Article 32 Grievance Procedure

Section Eight (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.

Article 33 Dismissal, Suspension, Demotion or Other Discipline

Section Two New language clarifies that copies of disciplinary notices no longer have to be sent by U.S. mail. It provides that: "The Employer will notify the Union via electronic transmission including e-fax/facsimile to the Union headquarters of any discharge, suspension or demotion concurrent with written notice to the employee."

Article 35 Training and Tuition Reimbursement and Quality of Work Life.

The parties revamped the entire Article. The most salient points are set forth below.

Section Three (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. Funding for this program from July 1, 2016 through July 1, 2017 shall be governed by SEBAC 2017.

(D) Late applications shall be reviewed by the parties for compelling circumstances consistent with the current practice.

(H) 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

Effective July 1, 2019, this program shall be funded at \$397,000 annually.

(a) **Career Mobility Fund.** Funds a bank of leave hours for employees who are pursuing a healthcare-related higher education degree or license/certification program. The cost of such leave hours to be deducted from the Combined Education and Training Fund shall be \$25.00 per hour.

(b) **Certification Assistance Fund.** Provides P-1 and NP-6 members' reimbursement for the cost of (1) healthcare related licensure/certification/re-certification fees (initial or renewal), (2) healthcare related licensure/certification/re-certification related examination fees, (3) healthcare related workshops required for licensure/certification/re-certification when there is no Conference and Workshop Funds available. If a license and/or certification is a job requirement, see Article 30, Indemnification and License Fee.

Section Six (a) Conference and Workshop Fund

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 five hundred (\$1,500) reimbursement per contract year toward the cost of fees, travel, food and lodging related to attendance at such events. Conference/Workshop Funds of \$1,500 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.

Section Seven Quality of Work Life Fund

There shall be a combined NP-6/P-1 Quality of Work Life Fund of two hundred thousand dollars (\$200,000) appropriated on or about July 1, 2017 and for each contract year thereafter. Funds not expended in one contract year shall be carried forward into the next contract year and added to that year's allocation.

Section Ten (a) P-1 Social Workers/Case Managers at the Department of Developmental Services

Eight (8) social workers/case managers program managers currently employed by the Department of Developmental Services and matriculated in a BSW or MSW program with a

course load of at least two (2) courses, shall be granted one (1) day (7 hours) per week of release time for the purpose of attending classes. In the event an individual completes or drops the pursuit of the BSW or MSW degree, an employee in their region or facility may be substituted.

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.

Article 38 Service Ratings

Section One *Modified to include the following:* 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. 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 *Modified to include the following:* 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 ratings of any deficiency that places the employee at risk or 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 the 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 whether the service rating shall be changed. This decision shall be final and binding. A delegate may be involved in the meeting with the HR representative at the employee's request. Rebuttals filed over a "fair" overall rating or any "less than good" in one or more job element (but where the overall rating is "good" or better) may also address employee concerns over failure to forward as described in Section Two of this Article.

Section Four 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 Step 2.5.

The service rating form was also revised, and it is currently posted on the DAS website.

Article 41 Miscellaneous

Section Sixteen DVA Laboratory Cell Phones

The laboratory at the Department of Veteran's Affairs will have one cellular telephone, to be issued to whomever has the on call assignment, as long as the Agency requires such service.

Section Seventeen Policy and Procedure Manuals

Agencies shall make available manuals containing all Governmental Regulations applicable to such agencies.

Section Eighteen 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.

Section Nineteen 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.

Article 45 Duration of Agreement

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

All MOUs regarding Technical School Nurses

Consolidated into separate Article.

MOU Regarding Respiratory Therapist at UConn Health Center

Modified to eliminate 12 hour shifts.

MOU Regarding a Pilot Project to Reduce Mandatory Overtime in Correctional Managed Health Care

Modified to eliminate SOS slots and add three prisons.

MOU Regarding Promotions and Lateral Transfer Pilot Project

Modified to extend to agencies other than the Department of Mental Health and Addiction Services.

MOU Regarding Layoffs within the Department of Developmental Services 1199 Bargaining Units

There are two (2) MOUs regarding the DDS layoff process. One is for NP-6 and the other is for P-1 members.

MOU Regarding 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.

MOU Regarding 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.

MOU Regarding Professional Development Time

Each staff/principal physician, staff physician 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. This time cannot be combined with any other 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.

MOU Regarding Job Security

From July 1, 2017 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 some restrictions. This job security protection does not apply to the following:

- employees in their initial working test period;
- employees whose employment is separated voluntarily or upon expiration of a fixed term;
- expiration of a temporary, seasonal, durational or special appointment;
- termination of grant or other outside funding specified for a particular position;
- part-time employees who are ineligible for State employee health insurance benefits.

MOU Regarding Furlough Days

I. Furlough Days

There shall be mandatory furloughs days for all members of the NP-6 and P-1 bargaining units. Part-time employees shall also serve furlough days, on a pro-rata basis, based upon their biweekly scheduled hours of work. It is understood that due to the unique nature of certain operations, it may not be feasible for all employees to take certain preferred days as their furlough dates, and it is necessary for management to have flexibility in assigning alternate dates as furlough days. The value of a furlough day shall be one-tenth of the base biweekly pay for a bargaining unit member on a 26.1 pay period schedule or the remaining number of pay periods following legislative approval of this agreement.

The Employer will calculate the value of three (3) days at the start of the 2018 fiscal year based on the daily rate of pay for each bargaining unit member. The Employer will reduce the base biweekly rate of pay throughout the fiscal year for the members by the total value of

the three (3) furlough days that fall within said fiscal year. In exchange for the reduction in pay, bargaining unit members shall take three (3) days off, to be determined by the appointing authority, without additional loss of compensation, as a day in lieu of a voluntary schedule reduction day. It is understood and agreed that all days off shall be taken by June 15, 2018. Based upon agency operating need, furlough days shall be processed as follows:

A. For employees who cannot be granted preferred furlough days:

In exchange for the reduction in pay bargaining unit members shall take one day off to be determined by the appointing authority without additional loss of compensation as a day in lieu of a voluntary schedule reduction day. It is understood and agreed that it may not be feasible for an employee to be scheduled to take a day off before the end of the fiscal year, scheduled vacation leave may be substituted, and coded as a day in lieu of a voluntary schedule reduction day.

Unless the notice is waived by mutual consent of the Employer and the employee, the Employer shall give the employee two (2) weeks' notice of each designated day off. Seniority and employee preference shall be given due consideration. Absent extenuating circumstances, once an employee has been notified of a designated day off, it shall not be unilaterally changed by management. The scheduling of such days off shall be with the goal of avoiding any additional costs to the Employer and the need to schedule replacement coverage. If an employee elects not to take any of the designated days off, the Employer is under no further obligation to provide any alternative days off under this Agreement.

B. For employees who can be granted preferred furlough days:

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

9/1/17	Friday before Labor Day
11/24/17	Friday after Thanksgiving
12/22/17	Friday before Christmas
12/26/17	Tuesday after Christmas
	Any Religious Holiday

FMLA

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

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

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

The exact language of this provision is being finalized.

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.

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



Lisa Grasso Egan
Undersecretary for Labor Relations