



**Connecticut  
State  
University**

Central • Eastern • Southern • Western

BR#92-77

P.O. Box 2008, New Britain, Connecticut 06050  
Phone: (203) 827-7700

Chairman  
Board Of Trustees

RESOLUTION

concerning

AGREEMENT BETWEEN

THE STATE OF CONNECTICUT  
and

THE STATE EMPLOYEES BARGAINING AGENT COALITION (SEBAC)

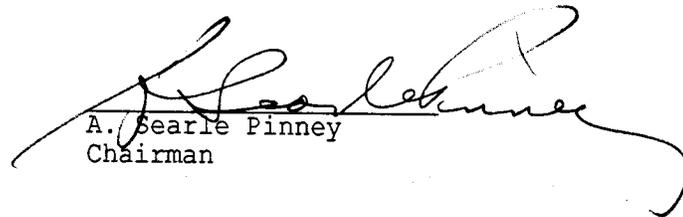
May 1, 1992

WHEREAS, Following consultation with Connecticut State University, the Governor's collective bargaining representative negotiated an agreement with a coalition of state employee unions (SEBAC) concerning a new amortization schedule for paying past service liabilities for the State Employees Retirement System, future negotiation obligations, and job security, and

WHEREAS, Portions of the tentative Agreement concerning unclassified employees are in the best interest of the CSU Board of Trustees, and merit ratification by the Board, now, therefore, be it

RESOLVED, That the relevant parts of the proposed Agreement, which is attached to this resolution, is herewith ratified.

A Certified True Copy:

  
A. Searle Pinney  
Chairman



An Equal  
Opportunity  
Employer

*Shipman & Goodwin*  
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April 23, 1992

Robert J. Krzys, Esq.  
2138 Silas Deane Highway  
Rocky Hill, CT 06067-3440

Re: Tentative Agreement between the State and SEBAC

Dear Bob:

Enclosed is the revised document containing the proposed tentative agreement between the State and SEBAC. This document includes the language which we developed in the discussions that concluded yesterday, and the following revisions which you and I discussed this morning:

1. Memorandum, Sections I and II, specify September 1, 1993 as the date for commencement of negotiations over pensions and health and welfare benefits.
2. Memorandum, Section II, now refers to the collective bargaining law in effect as of April 1, 1992.
3. In Appendix B, paragraph 2, I have added the provisions for employee indication of interests and union assistance to employees in completing applications.
4. In Appendix B, paragraph 4, the number of representatives on the Labor-Management Committee is changed to "approximately eight" for each side.
5. The items concerning CSU which we neglected to include in yesterday's compilation have now been added to Appendix C.
6. The number of layoffs for UConn is included in Appendix C. However, as we discussed, it may make sense to delete this since there are no other numbers in the agreement. We would be amenable to a side letter referencing the understanding reached in our discussions.

Robert J. Krzys, Esq.  
April 23, 1992  
Page Two

7. The Judicial Job Security and Placement and Training provisions are now in Appendix D. In accordance with my discussion with Mr. Badolato, the sentence stating the number of layoffs has been deleted. We are satisfied that the parties understand that the language concerning layoffs required by the budget, combined with our oral discussions, adequately reflects the parties' understanding. We need to be sure this is also acceptable to Mr. Culley.

In addition, this letter will confirm our understanding that SEBAC's approval of the proposed tentative agreement will be based on an expectation that the final budget will contain a level of appropriations within the range of what the Governor proposed and the General Assembly has been considering. We recognize that SEBAC reserves the right to withdraw from the agreement if the final budget deviates substantially from the level of appropriations which we contemplated in developing the tentative agreement, or if the final budget requires a substantial deviation from the number of layoffs discussed in developing the agreement.

Please let me know if there are any questions, as soon as possible.

Sincerely,

*Saranne P. Murray*

Saranne P. Murray

cc: Commissioner Smith  
Secretary Cibes  
Mr. Twardy

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the State Employees Bargaining Agent Coalition ("SEBAC"), including each of its member unions which is designated as an exclusive bargaining representative under the State Employee Collective Bargaining Act, Conn. Gen. Stat. §5-270 et seq. ("the Act"), and the State of Connecticut, its executive and judicial branches, including all subdivisions thereof which bargain as separate employers under the Act (the "State").

**I. PENSION FUNDING AND NEGOTIATIONS**

1. The employer's contributions to the State Employees Retirement System ("SERS") for unfunded accrued liability shall be as follows for the next four fiscal years:

<u>Fiscal Year</u>	<u>All Funds</u>
1992-93	\$ 92.7 million
1993-94	\$121.3 million
1994-95	\$130.5 million
1995-96	\$138.4 million

In addition, the 1992-93 contribution shall be further reduced by \$3 million and this \$3 million shall be allocated to the Placement and Training Fund established under Appendix B.

The agreement to these employer contributions for unfunded accrued liability shall extend to June 30, 1996. In the

negotiations referenced in paragraph 4 below, neither party shall insist to impasse on any modification of these amounts. Nor shall either party insist to impasse on any change to be effective prior to July 1, 1996 in: (a) use of the projected unit credit method, (b) the Reamortization provision of the Agreement between the State and SEBAC executed February 3-5, 1992 ("SEBAC II"), or (c) any other funding changes.

2. With the sole exception of the agreements in the above paragraph 1, the Pension Agreement between the State and SEBAC, as set forth in the Pension Arbitration Award of September 25, 1989 and SEBAC II, shall expire on June 30, 1994. The matters addressed in paragraph 1 shall expire on June 30, 1996.

3. In the negotiations referenced in paragraph 4 below, the negotiated changes in contributions for the unfunded accrued liability for 1991-92 through 1995-96 shall not be asserted by either party as a basis for reductions in pension benefits.

4. The provisions of the Pension Agreement or any general statute or public act or special act to the contrary notwithstanding, the State agrees to bargain with SEBAC over a successor to the Pension Agreement, on matters which are mandatory subjects of bargaining. Negotiations shall commence on or about September 1, 1993 and shall be conducted in accordance with the provisions of the State Employee Collective Bargaining Act in effect as of April 1, 1992, including but not

limited to the provisions of the Act concerning impasse resolution and legislative approval of any agreement or arbitration award.

5. Upon ratification of this Agreement by the General Assembly, the provisions of this section concerning payment for unfunded past service liability under SERS shall supersede the provisions of Conn. Gen. Stat. §5-156a as amended by the Pension Arbitration Award of September 25, 1989 and SEBAC II. Upon legislative approval of this Agreement, Conn. Gen. Stat. §5-156a shall be deemed amended in accordance with Appendix A of this Agreement.

## II. HEALTH AND WELFARE BENEFITS

1. The State and SEBAC reaffirm their commitment to pursue a preferred provider organization and health insurance cost reduction in accordance with the agreement set forth in SEBAC II.

2. In accordance with the provisions of Public Act 91-265, the State and SEBAC shall bargain in coalition over all health and welfare benefits to be effective on and after July 1, 1994.

3. The provisions of the Pension Agreement or any individual collective bargaining agreement or any general statute or public act or special act to the contrary notwithstanding, the State and SEBAC agree to bargain over all

health and welfare benefit issues which are mandatory subjects of bargaining, to be effective on or after July 1, 1994. Negotiations shall commence on or about September 1, 1993 and shall be conducted in accordance with the provisions of the State Employee Collective Bargaining Act in effect as of April 1, 1992, including but not limited to the provisions of the Act concerning impasse resolution and legislative approval of any agreement or arbitration award.

### III. JOB SECURITY

1. Except as provided in Appendix C for the fiscal year 1992-93, layoffs (defined as loss of employment) shall be limited to those resulting from position elimination and/or the level of funding in the fiscal year 1992-93 budget as proposed by the Governor and as modified by the final Appropriations Act passed by the General Assembly and signed by the Governor.

In the event of any additional changes which occur during the fiscal year 1992-93 and which require elimination of a position, the State shall offer suitable alternative employment to the affected employee through June 30, 1993.

2. In order to mitigate the impact of layoffs, the placement and training program outlined in Appendix B shall be implemented as soon as possible following approval of this Agreement.

3. The provisions of this Section shall not apply to grant or federally funded positions eliminated or reduced due

to loss of or reduction in funding.

4. The provisions of this Section shall not apply to appointments with termination or end dates.

5. This Agreement shall not be construed to prevent giving notices of layoff or nonrenewal during 1992-93 for actions to be effective in subsequent year(s).

6. The State Executive Branch shall not implement involuntary furloughs, partial closings or across-the-board work schedule reductions as a means of achieving budget reductions during the 1992-93 fiscal year. This provision is without prejudice to either party's position on these issues.

#### IV. GENERAL PROVISIONS

1. Those provisions of this Agreement which modify the Pension Agreement between the State and the State Employees Bargaining Agent Coalition ("SEBAC") are subject to ratification by SEBAC.

2. This Agreement is subject to ratification by the Judicial Branch, State Board of Education and the boards of the constituent units of higher education to the extent deemed necessary by those boards which are designated as separate employers under the Act.

3. This Agreement is subject to ratification by the General Assembly.

APPENDIX A

**Section 5-156a. Funding of Retirement System on Actuarial Reserve Basis.**

(a) The State Employees' Retirement System shall be funded on an actuarial reserve basis. The retirement commission shall, on or before December first, annually certify to the general assembly the amount necessary on the basis of an actuarial determination to gradually establish and subsequently maintain the retirement fund on such determined actuarial reserve basis, and make such other recommendations with regard to such fund and its administration as the commission deems appropriate. The retirement commission shall, at least once every two years, prepare a valuation of the assets and liabilities of the system. On the basis of each such valuation, it shall redetermine the normal rate of contribution and, until it is amortized, the unfunded past service liability. The General Assembly shall review the commission's recommendations and certification and shall appropriate to the retirement fund the amount certified by the retirement commission as necessary provided said certification is in compliance with this section at the time of certification, and the amount so certified shall not be reduced or used for other than the purposes of this section.

(b) The retirement commission shall determine by using the projected unit credit actuarial funding method (1) a normal rate of contribution which the state shall be required to make

into the retirement fund in order to meet the actuarial cost of current service and (2) the unfunded past service liability. The state's contribution will be the sum of the normal cost and the amount required for a forty-year amortization of unfunded liabilities. The State's contribution to fund past service liability shall be reduced for the 1991-92 fiscal year by \$215 million. The liability incurred as a result of the early retirement program in 1989 shall be reamortized over a period of forty (40) years to commence July 1, 1994 and payment to commence as of such date. The liability to be incurred as a result of the early retirement program in 1991-92 shall be amortized over a period of forty (40) years to commence July 1, 1994 and payment to commence as of such date. Effective for the certification for the fiscal year beginning July 1, 1992, and for each year thereafter, the funding program for the actuarial reserve basis shall consist of the sum of the normal cost and the amount required for a forty (40) year amortization of unfunded liabilities [ on a level dollar payment per year. The forty (40) year period for such amortization shall commence July 1, 1994]. **THIS PROVISION NOTWITHSTANDING, THE STATE'S CONTRIBUTION FOR UNFUNDED ACCRUED PAST SERVICE LIABILITY SHALL BE AS FOLLOWS FOR THE FISCAL YEARS 1992-93 THROUGH 1995-96:**

1992-93	\$ 92.7 million
1993-94	\$121.3 million
1994-95	\$130.5 million
1995-96	\$138.4 million

Said state payments shall not be reduced or diverted to any purpose other than the payment into the retirement fund until the past service liability is funded and said fund is determined to be actuarially sound.

(c) Transfer of appropriated amounts from the general fund to the retirement fund shall be made in equal monthly payments during the fiscal year.

(d) No act liberalizing the benefits of the plan shall be enacted by the General Assembly until the Assembly has requested and received from the Retirement Commission a certification of the cost of such change under the actuarial funding basis adopted by Section 5-154 and this Section using full normal cost plus forty year amortization.

APPENDIX B-1

PLACEMENT AND TRAINING FOR EMPLOYEES SUBJECT TO  
LAYOFF IN 1992-93 and 1993-94

Consistent with the Governor's policy of maximizing employment opportunities for State employees and in order to mitigate the impact of layoffs which may occur during the 1992-93 and 1993-94 fiscal year, a placement and training program shall be established as follows.

1. Eligibility

An employee who has exhausted his/her transfer and bumping rights under the applicable collective bargaining agreement, and therefore will be terminated as the result of a layoff or nonrenewal, may participate in the placement and training process. In addition, an employee may elect to participate in the placement and retraining process in lieu of exercising his/her transfer and/or bumping rights under the applicable collective bargaining agreement. All such employees, regardless of bargaining unit affiliation or employing authority, shall have access to the placement and training process. However, the provisions below which provide for placement at the direction of the Commissioner of Administrative Services shall apply only to positions in the classified service which are within the Commissioner's jurisdiction; and to unclassified positions in the Departments

of Corrections, Human Resources, Mental Retardation, Children and Youth Services, Education and Services for the Blind, CADAC and Mental Health. Other employers and appointing authorities retain the right to determine whether an individual shall be appointed or accepted for retraining.

## 2. Placement Registry

The Department of Administrative Services ("DAS") shall develop a registry of employment opportunities in State service. All positions within the Commissioner's jurisdiction must be listed with the registry; other appointing/employing authorities shall list openings with the registry. Any employee who is eligible for participation may submit to DAS an application for placement which will indicate the individual's qualifications, employment experience, areas of interest (with respect to occupations and location) and such other information as the Commissioner determines may be helpful in the placement process. Union representatives will be notified of the names of potential applicants and may assist them in completing application forms.

## 3. Placement and Training Fund

There shall be a Placement and Training Fund established as soon as possible after approval of this Agreement. Three million dollars (\$3,000,000.00) shall be allocated to the Fund from the savings negotiated as part of this Agreement for

1992-93. Funds not used in 1992-93 shall be carried over to 1993-94. In addition, the State shall appropriate two million dollars (\$2,000,000.00) to the fund for 1993-94. The Fund shall be administered by the Labor Management Committee. The Fund shall be used for the following purposes:

- (a) administrative costs for support services provided by DAS,
- (b) payment to a facilitator,
- (c) salary for employees during periods of on-the-job training for up to ninety (90) days,
- (d) training costs such as payments to trainers, tuition or fee payments, job trainers,
- (e) such other purposes as the Committee may determine will advance the employment opportunities of those who would otherwise be laid off.

4. Placement and Training Labor Management Committee

As soon as possible following approval of this Agreement, a Placement and Training Committee shall be appointed. The Committee shall have approximately eight (8) labor members selected by SEBAC and approximately eight (8) management members appointed by the Governor. The Commissioner of Administrative Services shall be an ex officio member of the Committee. The Committee shall appoint a mutually acceptable facilitator to aid the Committee in its functions. For any

matters on which the Committee must make a final decision, the facilitator shall have one (1) vote, the labor representatives shall have one (1) vote and the management representatives shall have one (1) vote.

The Committee shall be responsible for:

- (a) approval of training plans for on-the-job training candidates,
- (b) development of other training and placement assistance programs,
- (c) allocation of the resources of the Placement and Training Fund.

Further, the Committee shall be advisory to the Commissioner of Administrative Services on related matters such as communication with agencies and employees, operation of the registry of employment opportunities, and development of training or placement programs to meet future workforce needs.

#### 5. Placement Preference

The provisions of this Section are subordinate to the rights of employees under existing collective bargaining agreements and to the rights of those on reemployment lists.

An eligible employee who goes through the DAS placement process and who is qualified for a position which is vacant and which the State has decided to fill, shall have preference for employment over outside hires. The final decision as to

whether an employee is qualified shall be in the discretion of the Commissioner of Administrative Services. An eligible unclassified employee of the State Board of Education or the Agricultural Experiment Station (AES) and who is qualified for a position which is vacant and which the State has decided to fill, shall have preference for employment over outside hires. The final decision as to whether an employee is qualified shall be in the discretion of the Commissioner of Education or AES Board as applicable.

If the position is subject to merit system requirements, the appointment shall be on a provisional basis and shall be permitted even if there is an existing list for the classification. The candidate shall be required to fulfill merit system requirements within the time specified by law or regulation. Time spent in provisional status shall be counted toward the applicable working test period for the classification.

6. On-the-Job Training Placement

The provisions of this Section are subordinate to the rights of employees under existing collective bargaining agreements and to the rights of those on reemployment lists.

Through the DAS registry, an eligible employee who is not fully qualified for a vacant position which the State intends to fill may be identified as a candidate for retraining.

Normally, a candidate identified for retraining must have the potential to fully qualify for the job and perform at an acceptable level after three (3) months. If an employee is identified through the DAS screening process as one who may qualify for a vacancy after an on-the-job training program of reasonable length and scope, the following steps shall be taken:

- (a) identification of the potential position and agency placement,
- (b) assessment of the individual's qualifications and training needs in conjunction with the agency,
- (c) development of a training plan,
- (d) Labor-Management Committee approval of the training plan and allocation of any funds necessary for its implementation.

An employee who is identified as a candidate for on-the-job training and is accepted by the agency as able to qualify through the retraining process shall be placed in the identified position. If an agency rejects a candidate for this retraining process, the agency shall state the reasons for rejection to the Commissioner of Administrative Services who shall make the final decision as to whether the employee shall be placed in the position for on-the-job training. In the case of an unclassified position under the State Board of Education or the AES, the final decision as to whether the employee shall be placed in the position for on-the-job training rests with

the Commissioner of Education or AES Board as applicable.

After placement, during a period of on-the-job training, the employee shall have the same status as a probationary employee and shall be paid at the rate of the position in which he/she is placed for training. The employee shall also be required to complete the established probationary period for the job, following completion of training.

If the position is subject to merit system requirements, any appointment following the training period shall be on a provisional basis and shall be permitted even if there is an existing list for the classification. The candidate shall be required to fulfill merit system requirements within the time specified by law or regulation. Time spent in provisional status shall be counted toward the applicable working test period for the classification.

An employee who refuses retraining offered in accordance with this Agreement shall by that action waive any future rights under this Agreement but, if laid off, shall retain reemployment rights in accordance with the applicable collective bargaining agreement.

An employee who is laid off due to failure to qualify through a retraining program or who fails the probationary period which follows the training period, shall also retain reemployment rights in accordance with the applicable collective bargaining agreement, but not to the class for which

he/she was being trained. Such employee also shall be eligible for participation in the placement and training process for the balance of the 1992-93 fiscal year.

7. Payment to Those Employed in a Lower Classification

An employee who takes a position in a lower salary grade as part of the placement or on-the-job-training process shall be paid at the rate within the lower salary grade which is closest to his/her current salary, but not to exceed the maximum.

8. Other Placement and Training Options

The Placement and Training Committee may develop training or placement assistance programs other than those described above. Such programs may include but shall not be limited to placement counseling, relocation incentives, and training grants. A proposal for a training or placement assistance program may be developed by the Committee on its own initiative, proposed by an agency, or proposed by an eligible employee. Final approval of any program and the funds therefor rests with the Committee.

APPENDIX B-2

PLACEMENT AND TRAINING FOR EMPLOYEES SUBJECT TO  
LAYOFF IN 1992-93 and 1993-94

DIVISION OF CRIMINAL JUSTICE

PLACEMENT AND TRAINING

Eligibility

A Division of Criminal Justice ("DCJ") employee who will be terminated as the result of a layoff may participate in the placement and training process, in addition to those eligible under Appendix B-1, item 1.

Placement Registry

The Division of Criminal Justice shall list with the Department of Administrative Services ("DAS") registry any vacant positions in the classifications of DCJ Clerk, DCJ Legal Typist, DCJ Secretary 2 and DCJ Senior Clerk, which it plans to fill.

Placement Preference

The Division shall give first preference to one of its current employees (including those filling temporary positions) or to a Division employee who has been laid off prior to consideration of candidates from the DAS placement process.

An eligible employee who goes through the DAS placement

process and who is qualified for a position which is vacant and which the Division has decided to fill, shall have preference for employment over outside hires. The final decision as to whether an employee is qualified shall be in the discretion of the Chief State's Attorney.

On-the-Job Training Placement

The Division shall give first preference to one of its current employees (including those filling temporary positions) or to a Division employee who has been laid off prior to consideration of candidates from the DAS placement process.

An eligible employee who is not fully qualified for a vacant position which the Division intends to fill may be identified as a candidate for retraining, through the DAS screening process, and subject to all of the requirements thereof. If an employee is identified through the screening process as one who may qualify for a vacancy in the classifications of DCJ Clerk, DCJ Legal Typist, DCJ Secretary 2, or DCJ Senior Clerk, after an on-the-job training program of reasonable length and scope, the Division shall have the sole discretion to determine if the employee shall be placed in a position for on-the-job training. If so, the steps set forth above for on-the-job training placement shall be taken.

An employee who is identified as a candidate for on-the-job training and is accepted by the Division as able to qualify

through the retraining process shall be placed in the identified position. The decision as to acceptance and placement is in the sole discretion of the Chief State's Attorney.

The same provisions as apply to a placement within the jurisdiction of the Commissioner of Administrative Services (e.g., probationary period, level of pay, refusal of retraining) shall apply to those placed in DCJ positions.

APPENDIX C

SPECIFIC AGENCY AND UNIT PROVISIONS

Connecticut State University

Job security for professional employees represented by the American Association of University Professors and the State University Association of University Faculty, AFSCME, shall continue to be governed by the University's agreements with those units.

Unclassified employees of the Connecticut State University system shall be treated in conformance with the spirit of paragraph 5 of Appendix B provided, however, that the final decision as to whether an employee is qualified shall be in the discretion of the University presidents.

The University shall develop an internal placement system for displaced unclassified employees, substantially similar in purpose to the placement system of DAS described in Appendix B. In determining a candidate's eligibility for placement, however, the decision of the University president shall be final.

Community and Technical Colleges

The Job Security provisions of this Agreement shall not preclude the layoffs of unclassified employees represented by the Congress of Connecticut Community Colleges who were

previously given notice of position elimination for programmatic reasons, even if those layoffs occur in 1992-93.

For the purposes of this Agreement, the failure to rehire an Educational Assistant or part-time Lecturer at the end date of an appointment period is not a "layoff."

The provisions of the previous agreement between the Congress of Connecticut Community Colleges and the Board is unaffected by this Agreement.

The ongoing discussions among the Board and its professional employee bargaining representatives concerning merger/consolidation issues shall continue.

#### University of Connecticut

During the fiscal year 1992-93, the job security provision of Section III, paragraph 1, shall be interpreted to permit the University to eliminate positions and to lay off up to 135 employees at locations other than the Health Center. Section III, paragraph 6, concerning furloughs, shall apply to the University on the same basis as to other employers.

#### University of Connecticut and UCPEA

The following agreement is in effect from July 1, 1992 through June 30, 1993 and only applies to UCPEA employees who are laid off between those dates. It does not apply to employees who decide to retire following layoff or layoff

notification.

If the University decides to fill a vacancy funded by other than a grant fund or contract, an UCPEA employee who meets all of the qualifications specified in the written job description shall have preference for employment over outside hires provided he/she has notified the University in writing at the time of layoff of the desire to be considered. The final decision as to whether an employee is qualified shall be in the discretion of the appropriate Vice President.

University of Connecticut Health Center

In addition to the approximately eight budgetary layoffs discussed with SEBAC in reaching this Agreement, there will be programmatic layoffs in the medical records area.

Further, as a result of the unit agreement with the University Health Professionals ("UHP"), there is no specific limit on layoffs in the UHP bargaining unit during 1992-93. However, the provisions of Section III, paragraph 6, concerning furloughs, shall apply to the Health Center on the same basis as to other employers.

APPENDIX D

JOB SECURITY, AND PLACEMENT AND TRAINING FOR  
EMPLOYEES SUBJECT TO LAYOFF IN 1992-93 and 1993-94

JUDICIAL DEPARTMENT

JOB SECURITY

1. For the fiscal year 1992-93, layoffs (defined as loss of employment) shall be limited to those resulting from position elimination and/or the level of funding in the fiscal year 1992-93 budget as proposed by the Governor and as modified by the final Appropriations Act passed by the General Assembly and signed by the Governor.

2. For the 1992-93 fiscal year, in order to mitigate the impact of layoffs, the Judicial Department shall establish its own placement and training program as outlined below, to be implemented as soon as possible following approval of this Agreement.

3. The provisions of this Section shall not apply to grant or federally funded positions eliminated or reduced due to loss of or reduction in funding.

4. The provisions of this Section shall not apply to appointments with termination or end dates.

5. This Agreement shall not be construed to prevent giving notices of layoff or nonrenewal during 1992-93 for actions to be effective in subsequent year(s).

## PLACEMENT AND TRAINING

### Eligibility

A Judicial Department employee who will be terminated as the result of a layoff may participate in the placement and training process.

### Placement Registry

The Judicial Department shall list with the Department of Administrative Services ("DAS") registry any vacant positions which it plans to fill. Any employee who is eligible for participation may submit to DAS an application for placement which will indicate the individual's qualifications, employment history and such other information as the Commissioner determines may be helpful in the placement process.

### Placement and Training Fund

A reasonable share of the \$2 million Placement and Training fund established under the Agreement between the State and SEBAC shall be allocated to the Judicial Department.

The Fund shall be administered by a Labor Management Committee of Judicial Department labor and management representatives. The Fund shall be used for substantially the same purposes in Judicial as in the Department of Administrative Services.

### Placement Preference

The provisions of this Section are subordinate to the rights of employees under existing collective bargaining agreements and reemployment lists.

An eligible employee who goes through the Judicial Department placement process and who is qualified for a position which is vacant and which the Department has decided to fill, shall have preference for employment over outside hires. The final decision as to whether an employee is qualified shall be in the discretion of the Chief Court Administrator.

An eligible employee who goes through the DAS placement process and who is qualified for a position which is vacant and which the Judicial Department has decided to fill, shall be given serious consideration for employment by the Department. The final decision as to whether an employee is qualified shall be in the discretion of the Chief Court Administrator.

### On-the-Job Training Placement

The provisions of this Section are subordinate to the rights of employees under existing collective bargaining agreements and to the rights of those on reemployment lists.

An eligible employee who is not fully qualified for a vacant position which the Department intends to fill may be identified as a candidate for retraining, either through the

Judicial Department's own screening process or through the DAS screening process. Normally, a candidate identified for retraining must have the potential to fully qualify for the job and perform at an acceptable level after three (3) months. If an employee is identified through the screening process as one who may qualify for a vacancy after an on-the-job training program of reasonable length and scope, the Department shall have the sole discretion to determine if the employee shall be placed in a position for on-the-job training. If so, the following steps shall be taken:

- (a) identification of the potential position and placement,
- (b) assessment of the individual's qualifications and training needs in conjunction with the Department,
- (c) development of a training plan,
- (d) Judicial Labor-Management Committee approval of the training plan and allocation of any funds necessary for its implementation.

An employee who is identified as a candidate for on-the-job training and is accepted by the Judicial Department as able to qualify through the retraining process shall be placed in the identified position. The decision as to acceptance and placement is in the sole discretion of the Chief Court Administrator.

After placement, during a period of on-the-job training, the employee shall have the same status as a probationary

employee and shall be paid at the rate of the position in which he/she is placed for training. The employee shall also be required to complete the established probationary period for the job, following completion of training.

An employee who refuses retraining offered in accordance with this Agreement shall by that action waive any future rights under this Agreement but, if laid off, shall retain reemployment rights in accordance with the applicable collective bargaining agreement.

An employee who is laid off due to failure to qualify through a retraining program or who fails the probationary period which follows the training period, shall also retain reemployment rights in accordance with the applicable collective bargaining agreement, but not to the class for which he/she was being trained. Such employee also shall be eligible for participation in the placement and training process for the balance of the 1992-93 fiscal year.

MEMORANDUM OF AGREEMENT

Between

STATE OF CONNECTICUT AND SEBAC

An employee who is laid off\* in 1992-93, shall continue to receive employer provided health benefits for up to six (6) calendar months (including the calendar month of coverage which the employee receives based on the date of layoff) provided that:

- 1) the employee has exhausted his/her transfer and bumping rights, and
  - 2) the employee has not been offered suitable alternative State employment or an on-the-job-training position.
- For the sole purpose of determining eligibility for health

benefits, any dispute over whether the employee has been offered "suitable" employment shall be resolved by the Labor-Management Committee of Appendix B-1.

The cost of implementing the health benefits continuation shall be charged to the Placement and Training Fund of Appendix B-1.

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\* Defined as loss of employment versus receipt of notice.

MEMORANDUM OF AGREEMENT

Between

STATE OF CONNECTICUT AND CONNECTICUT STATE EMPLOYEES  
ASSOCIATION (P3-A BARGAINING UNIT)

The State and CSEA shall continue to discuss and pursue a resolution of their dispute on the bridging of seniority for employees laid off and reemployed.

Without prejudice to those discussions or either party's position on the issue:

1. P-3A employees of the State Department of Education who were laid off and reinstated effective January 10, 1992 shall have their seniority bridged.
2. If the budget requires layoffs of P3-A employees in the State Department of Education, the seniority used to determine the contractual order of layoff shall be as calculated under 1 above.
3. The Union recognizes that the above may require revision/reissuance/or newly issued layoff notices.