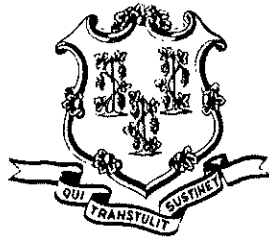


CONTRACT
BETWEEN
STATE OF CONNECTICUT



AND

**NEW ENGLAND HEALTH CARE
EMPLOYEES UNION
DISTRICT 1199**



Effective
July 1, 2016

Expiring
June 30, 2021

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

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

If the State establishes on-site on-call shifts of fewer than listed above, the rate shall be \$80.00 per hour. Effective July 1, 2018 the on-site on call rate shall be \$90. Effective July 1, 2020 the on-site on call rate shall be \$100.

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

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

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

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

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

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

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

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

SECTION NINE. VETERINARIANS. During the term of this Agreement, each Veterinarian shall receive a thirty dollar (\$30.00) allowance for the purchase of safety shoes. The laundry allowance for Veterinarians shall continue to be seventy-five cents (\$.75) per day actually worked.

SECTION TEN. RECRUITMENT AND RETENTION BONUS FOR REGISTERED NURSES. Each Registered Nurse who is permanently assigned to the second or third shift shall receive a "recruitment and retention" yearly bonus of three thousand dollars (\$3,000.00). This bonus shall be pro-rated for part-time Registered Nurses. This bonus shall be paid biweekly. In order to be eligible for this bonus, the Employee must have completed one year of service in the registered nurse classification.

A recruitment and retention stipend of two thousand dollars (\$2,000.00) shall be paid annually to Employees in the classifications of Clinical Nurse Coordinator and Nurse Clinician. This stipend shall be paid in two (2) installments in July and December ~~in~~ of each contract year.

SECTION ELEVEN. RECRUITMENT AND RETENTION BONUS FOR LICENSED PRACTICAL NURSES. Each Licensed Practical Nurse who is permanently assigned to second and third shift shall receive a yearly "retention" bonus of six hundred (\$600). This bonus shall be paid in two (2) installments: In July and December. In order to be eligible for this bonus, the Employee must have completed one year of service in the classification.

SECTION TWELVE. UNIFORM ALLOWANCE. Employees who are required to wear uniforms which are not provided by the Employer, shall receive a \$100.00 annual uniform allowance. Such payment shall be made on or about July 15 of each year.

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 (\$3000).

All physicians employed by the Department of Children and Families who are Board-certified as Child Psychiatrist shall receive a \$1,000 annual bonus. Effective October 1, 2019 all physicians who have a job related second Board (e.g. Child & Adolescent, pediatrics, forensic pathology, etc.) shall receive a \$5000 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.

SECTION FOURTEEN. EMT STIPEND. Emergency Medical Technicians who are regularly assigned EMT duties shall receive a stipend of \$400.

SECTION FIFTEEN. The Department of Transportation shall continue its existing practice of providing payment to Employees required to wear safety shoes.

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

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

Individuals in per diem classifications will work on an intermittent basis. These classifications may be used by the State to provide coverage on a daily basis where an Agency has been unable to recruit enough non per diem Employees in the applicable classification series or due to absences of current staff. Individuals in per diem classifications shall not

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

SECTION TWO. Meal periods shall be scheduled close to the middle of a shift, consistent with the operating needs of the Agency. Employees required to eat meals with patients/clients shall be paid for such meal periods and shall be provided with a free meal. The meal period of Employees shall not be extended for the purpose of increasing the work time of such Employee(s).

Bargaining unit Employees who are required to remain in attendance during their meal periods at an institution/facility, subject to call, shall have such time counted as work time.

Part-time Employees under twenty (20) hours who worked a full shift shall be granted an unpaid meal period. However, facilities that granted an unpaid meal period to under twenty (20) hour Employees working less than a full shift shall continue to do so as long as Agency operating needs permit.

SECTION THREE. (A) Subject to Agency operating needs, Employees shall be granted two (2) fifteen (15) minute rest periods during their normal shift. Subject to Agency operating needs, part-time Employees under twenty (20) hours who work at least three and one-half (3.5) hours per day shall be granted one (1) fifteen (15) minute rest period during their shift. Such breaks shall be staggered according to the operating needs of the Agency and will be granted in a manner which will guarantee no break in service to the patients/clients served by the work location.

(B) Agency operating needs which may prevent the granting of rest periods shall be limited to the need to provide proper patient/client care and to provide services to patients/clients and their families.

Situations which may preclude the granting of a rest period include those where an Employee is working alone and it is not possible to provide relief or where absenteeism causes serious staff shortages.

However, it is understood that any Employee may grieve a pattern of unreasonable denial of break time.

SECTION FOUR. OVERTIME. The State will continue to pay overtime to eligible Employees at straight time rate for hours up to forty (40) and at time and one-half for hours worked over forty (40).

Nothing in this Article shall be construed to alter the current practices where they exist with respect to payment of time and one-half after eight (8) hours per day. This practice currently exists to some extent at the following agencies: Connecticut Valley Hospital, River Valley Services, Western CT Mental Health Network, Southeast Mental Health Authority, Southwest CT Mental Health System, CT Mental Health Center, Southbury Training School Medical Unit, Albert J. Solnit Center – North, Albert J. Solnit Center - South and Office of the Medical Examiner.

Computation of overtime shall be as follows:

(1) For purposes of computing the total number of hours worked for which overtime payment is to be made in a week, the total number of hours worked shall be understood to include any hours that the Employee works as scheduled and any hours for which the Employee receives his/her regular pay as a result of being on sick leave and/or Union business leave time, but shall not include holidays off, accrued holidays off, vacation, personal leave, workers' compensation time, unpaid meal time or time in an on-call or standby status.

(2) Payment for overtime shall be in units of quarter hours for any part worked thereof.

(3) Exempt Employees as defined in Section One shall not be paid overtime. Subject to the operating needs of the Agency:

(A) Exempt Employees who are required by the State to attend the regular and recurrent evening meetings or otherwise to be called out regularly and recurrently to perform work outside the regular scheduled workweek shall be authorized to work a flexible work schedule or to receive compensatory time off; and

(B) Exempt Employees who are required by the State to perform extended service outside the normal workweek to complete a project or for other State purpose shall be authorized to receive compensatory time off. In no event shall such time be deemed to accrue in any manner or be the basis for compensation on termination of employment. Employees who are denied a significant block of compensatory time off or are consistently denied compensatory time off hereunder may grieve and arbitrate.

(C) The above notwithstanding, Nurse Supervisors and Nurse Clinicians shall be entitled to receive overtime pay in lieu of compensatory time at the rate of time and one-half of their hourly rate.

(D) Employees of DDS and DMHAS qualified to perform in the Occupational Therapist, Physical Therapist and Speech

(E) Subject to other provisions of this Article, Employees shall be permitted to take at least two (2) consecutive weeks of vacation if scheduling and seniority permit.

(F) If an Employee's properly submitted request for use of accrued vacation credits is denied, upon request the Employee shall receive a written statement of the reasons for such denial.

(G) Employees are encouraged to use vacation credits in full days but may use them in minimum units of one (1) hour.

**SECTION SEVEN. DMHAS 72-72-80 SCHEDULE
ACCRUALS**

Employees in the Department of Mental Health and Addiction Services (DMHAS) working a 72-72-80 schedule shall accrue sick leave and vacation at a rate of 7.5 hours per month unless they are receiving a greater benefit currently.

Some DMHAS facilities have a 72-72-80 work schedule that averages 37.5 hours per week annually. Below are the correct accruals for those work sites:

Vacation	0-5 years	7.5
	5-20 years	9.375
	20+ years	12.525
Sick Leave		8.75

**ARTICLE 21
HOLIDAYS**

SECTION ONE. For the purposes of this Article, holidays are as follows:

(A) **PREMIUM HOLIDAYS:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

(B) **NON-PREMIUM HOLIDAYS:** Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day and Veteran's Day.

In continuous operations, New Year's Day, Independence Day and Christmas shall be celebrated on January 1, July 4 and December 25 respectively, even if these holidays fall on Saturday or Sunday. Otherwise, if a holiday falls on Saturday or Sunday, it shall be considered celebrated on the day off granted in lieu thereof.

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 each contract year. Funds not expended in one contract year shall be carried forward into the next contract year and added to that year's allocation. Funds not expended from the contract which expires on June 30, 2020 shall rollover into the successor agreement.

(A) P-1 Special Workshop Fund.

Funds professional workshops suggested and arranged through the Education and Training Committee on topics of professional interest to bargaining unit Employees. Proposals for workshops are jointly submitted by Union and Management and may originate at the facility, Agency, or State level. Upon Committee approval, the originating parties shall be responsible for coordinating the workshop.

The Education and Training Committee, including an OLR designee and Union officer, will be responsible for establishing guidelines in accordance with such goals and objectives, subject to the approval of the Undersecretary for Labor Relations or designee.

SECTION EIGHT. FIELD SERVICE LEAVES FOR P-1 EMPLOYEES.

In addition to the above, Field Service Leaves may be established to provide an opportunity for Employees to benefit from on-going professional development through service activities in field settings. The Field Service Leave will be restricted to an activity or activities of direct benefit to the Agency. To be eligible, members must submit a proposal, in writing, outlining the plan of service activity. All applicants must have a minimum of five (5) years of State service and be at the Masters or Ph.D. level. Selection will be made by the respective Commissioners. Employees will receive regular pay during the period of Field Service Leave and Conference and Workshops, plus compensation in accordance with State Travel Regulations.

SECTION NINE. SABBATICAL LEAVE FOR P-1 EMPLOYEES.

For each year of this Agreement one (1) research scientist/specialist per Department (DMHAS OR DPH) may be granted a sabbatical leave, either for one (1) year at half pay or six (6) months at full pay. In order to receive such a leave, a research scientist/specialist must have completed six (6) years of full-time service. Applications for such leave shall be made to the appropriate Commissioner and shall specify, in detail, the nature of the project or lecture trip to be undertaken and the value of such to the scientist/specialist and the institution. Application

6. Judicial Marshals Time—further discussion needed about where to place agreement, and impact of local union acceptance thereof.
7. Additional Provisions—Bargaining Units will be offered:
 - a. Continuation of language to prevent privatization leading to layoffs
 - b. Options for telecommuting consistent with job duties where such is operationally feasible.

MEMORANDUM OF UNDERSTANDING 21

PROMOTIONS AND LATERAL TRANSFERS PILOT PROJECT

The parties agree that the Pilot Project concerning Promotions and Lateral Transfers within the DMHAS has proven successful. Effective upon Legislative Approval of this Agreement by mutual agreement of the parties. Agencies with the resources available, may replicate a similar pilot project subject to the following guidelines:

- There shall be a Labor/Management Transfer List Committee, consisting of not more than six (6) persons on each side.
- The Committee shall discuss the terms of the implementation of this Agreement.
- The Agreement is binding on the parties and requires no subsequent vote apart from Contract ratification.
- The discussions shall not exceed 45 calendar days.
- The Committee shall consist of a fixed membership with no substitutions.
- The pilot project shall be of at least two (2) years duration concerning the utilization of a transfer list to fill certain direct-care vacancies.
- It is understood and agreed that the two year time-period shall commence once the computer systems are developed and fully functional to achieve this purpose.

The Department or Agency shall maintain an agency-wide voluntary transfer list for the pilot project job classifications of

MEMORANDUM OF UNDERSTANDING 33
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.

FOR THE STATE:

FOR THE UNION:

/s/ Fae Brown-Brewton DATE/s/ Dan Strahinich 7/21/17

MEMORANDUM OF UNDERSTANDING 34
SUPERVISING PHARMACISTS

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

FOR THE STATE:

FOR THE UNION:

/s/ Fae Brown-Brewton 6/16/17 /s/ Dan Strahinich 6/16/17