

**STIPULATED AGREEMENT**  
**Department of Developmental Services**  
**Case Management Vacancies**

*Extended*

The State of Connecticut Department of Developmental Services (DDS), the Office of Labor Relations (OLR) and the New England Health Care Employees Union District 1199 (District 1199) [herein referred to as the parties] understand and agree that for a number of reasons, DDS needs to expedite the hiring of staff into the classification of DS Case Manager. As such, the parties agree that in accordance with Article 15 of the District 1199 collective bargaining agreement:

1. DDS has requested and shall request to establish DS Case Manager positions as allocated funds permit.
2. Consistent with the parties' agreement and understanding, DDS offered some positions that had previously been posted internally, to outside candidates. Said offers were for temporary schedules, functional assignments and caseloads.
3. The parties agree in order to provide immediate staffing relief, expediting the hiring of staff into the classification of DS Case Manager would be beneficial to both DDS and District 1199. As future positions are approved, DDS shall first post future vacancies to the general public with "temporary" schedules and "temporary" functional unit assignments/locations. Nothing herein shall preclude management from selecting a current DDS Employee in a non-case management job classification to fill a vacancy, so long as they qualify under the DAS job spec.
4. Those employees hired into temporary assignments (#3 above) will be advised that said schedules, functional units and caseloads are not permanent assignments. A listing of said employees shall be forwarded to the union.
5. Upon notification from Human Resources, DS Case Managers with permanent assignments shall have the opportunity to participate in a virtual job fair. All information concerning the job fair, including seniority, will be posted on DDS' Intranet and Internet, and at all affected job sites:
  - a) DDS shall maintain a list of case management work assignment opportunities statewide that consists of hours, divisions and caseloads that need to be staffed as determined by management. These are not currently considered vacancies as defined under Article 15, Section 1, but work hours that need coverage, and may have previously been covered by overtime assignments.
  - b) DDS shall post case management work assignment opportunities for seven (7) days. The Department shall also include information concerning the current population of individuals served at said locations and a brief description of programmatic needs and any special requirements (i.e. QIDP qualified/Spanish speaking), the Division and the current supervisor. These postings will also be emailed directly to DS Case Managers.
  - c) Not later than seven (7) calendar days from the posting of the seniority list, any employee questioning his or her seniority shall supply any documentation to the HR Office so that

seniority may be adjusted accordingly. The employee may request a formal audit of his/her seniority if there are still questions about it. Said audit shall neither stay nor delay the virtual job fair.

- d) Qualified DS Case Managers/SW-HlthCareProfs may apply to postings as outlined in #5a above for a lateral transfer in their position control number. DS Case Managers/ SW-HlthCareProfs shall use the prescribed form as a means to apply.
  - e) 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 of the parties. 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.
  - f) At the time of the virtual job fair, if two or more employees selecting the same opportunity have the same seniority, management shall use the highest last four (4) digits of the social security number to select the most senior employee.
  - g) It is understood and agreed that only full-time employees will be offered comparable full-time opportunities and only part-time employees covered by the job protection provisions of the SEBAC 2017 Agreement will be offered comparable part-time opportunities. This shall not preclude staff from applying for future full time and/or part time posted vacancies.
- 6. New employees hired into temporary schedules and temporary locations shall be assigned a permanent functional work assignment following the completion of the virtual job fair.
  - 7. Impacted employees electing new employment opportunities or assigned to a permanent functional work assignment 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.
  - 8. This agreement shall expire on June 30, 2022, except as otherwise extended by mutual agreement.

For the Union

Paul Fortler 8/1/19  
Paul Fortler

For the State

Sarah Cook 8/1/19  
Sarah Cook

Fae Brown-Brewton 8-1-19  
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