

STIPULATED AGREEMENT

Department of Developmental Services

Case Management Vacancies

Extended

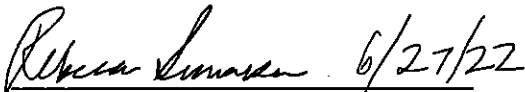
The State of Connecticut Department of Developmental Services (DDS), the Office of Labor Relations (OLR) and the New England Health Care Employees Union District 1199 (District 1199) [herein referred to as the parties] understand and agree that for a number of reasons, DDS needs to expedite the hiring 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. DDS shall fill DS Case Manager positions as allocated funds permit.
2. 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.
3. Consistent with the parties' agreement and understanding, DDS will post DS Case Manager vacancies to outside candidates. 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.
 - a) The vacancies posted to outside candidates may be posted with "temporary" schedules and functional unit assignments/locations.
 - b) Those employees hired into temporary assignments will be hired with the awareness that said schedules, functional units and caseloads are not permanent assignments. A listing of said employees shall be forwarded to the union.
4. Upon notification from Labor Relations, prior to and/or in coordination with posting vacancies, DS Case Managers with permanent assignments and who have completed their working test period 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.
 - 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/Social Worker-Health Care Professionals may apply to postings as outlined in #4a above for a lateral transfer in their position control number. DS Case Managers/ Social Worker-Health Care Professionals 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. 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.
 - h) All opportunities shall consist of 40-hour weekly schedules. Those full-time employees who are not in 40-hour weekly schedules may elect a new permanent assignment, with the understanding that their weekly hours will increase accordingly.
5. Employees who participate in the virtual job fair and elect new permanent assignments shall be restricted to the transfer limitations as set forth in Article 15 Section 3 of the Contract.
6. New employees who are assigned to a permanent functional work assignment following the completion of the virtual job fair 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.
7. The parties agree, upon the request if either party, to meet six (6) months following the full execution of this agreement to discuss the effectiveness of the agreement and any potential modifications.
8. This agreement is specific to the DDS and classification set forth herein, and no one party can out of the agreement except by mutual agreement of the parties.

For the Union


Rebecca Simonsen

For the State


Melissa Samuels


David Kraveski, Acting Undersecretary