

Agreed upon language concerning Executive orders 13F and 13G

Whereas, the parties have recognized an obligation to bargain the impact of Executive Orders 13F and 13G regarding the directive to state employees to be vaccinated with respect to COVID-19, subject to religious and medical exemptions, and including a testing opt out for some, but not all covered employees; and

Whereas, the State has engaged the services of Wellspark to facilitate employee compliance with the Executive Orders, including the collection of information and compilation of data; and

Whereas, the parties have reached an agreement regarding the terms at issue; and

The parties hereby agree to the following as agreed-upon language as final agreement on impact bargaining concerning Executive Orders 13F and 13G:

1. In addition to the use of the Wellspark “App” available on the DAS website, employees will have the ability to provide proof of vaccine or test, as applicable, using fax or email to a dedicated confidential fax number/email address.
2. Proof of testing for COVID infection is acceptable if the test was performed by, and the result reported by, a state licensed clinical laboratory, pharmacy-based testing provider, or other healthcare provider facility with a current Clinical Laboratory Improvement Amendments (CLIA) waiver, that includes the name and location of the testing laboratory or provider facility performing the test, the name of the person tested, the date the sample was collected, and the test result. Home-based testing and results obtained outside of a facility of the type indicated above are not considered acceptable at this time.
3. Pending the determination of any request for a vaccine exemption for medical or religious reasons that may occur in a state hospital or long-term care facility, testing protocols shall apply.
4. In areas subject to mandatory testing on the date of Executive Order 13G, such testing will continue for unvaccinated employees and may, at the agency’s discretion in certain circumstances, extend to vaccinated employees. Testing requirements for employees in these mandatory testing locations who are unvaccinated, Employees on vacation, workers compensation, or other forms of authorized extended leave, and who return to the worksite, shall continue as under current practice, but in no event shall such employee be tested any later than the first weekday on or following their return to the worksite.
5. Employees outside of state hospitals and long-term care facilities who receive their first shot in a two-dose vaccine regimen but fail to timely receive their second shot within 3 days of the recommended date shall be subject to the weekly testing protocol pending receipt of their second dosage and submission of proof thereof, including 14 days thereafter.
6. Employees may receive tests at no cost at least at those facilities which provide free COVID testing to the public. It shall not be deemed a violation of this provision if such facilities request insurance information, provided that the employee is not held responsible for any unpaid balance of the test. Also, the State shall bear the costs of the tests during the Emergency Declaration period under the State’s Health Plan. Employees may use vacation, sick leave, comp time and personal leave to get tested.

7. Rehired employees, including retirees under the State’s 120-day rehire program, will be subject to all requirements of new employees with respect to vaccination, as will contractors as set forth in Executive Order 13G.
8. Permanent Employees who refuse to follow the executive orders shall be placed on an authorized, unpaid leave of absence, position held, for 45 days. No later than the 30th day of such leave, they may elect a voluntary resignation in good standing, with the right to rescind such resignation within one year of separation, and during that period (from 45 days until the completion of the year) they reserve the right to fill any vacancy in their former position, or any position in which they previously held permanent status, such right being governed by the provisions of Appendix A, hereto. If they fail to choose such voluntary resignation, in good standing, the State, pursuant to Executive Order 13 G, shall, following the 45th day of authorized unpaid administrative leave, separate such employee from state service subject to the pre-existing provisions to challenge such separation that may exist in their collective bargaining agreement. In such case, they shall not be entitled to those additional rights created by the voluntary separation provisions offered herein.
9. Employees seeking exemption from a testing requirement may use accrued leave for the first 15 days during the State’s determination of such exemption. After the first 15 days, the employee shall be placed on paid Administrative Leave. If the exemption is granted, any accruals used while the determination was pending shall be restored. Employees seeking an exemption from vaccinations may submit to weekly testing and continue to work while the determination is being made.
10. Work time lost due to any side effects from the vaccine may be charged against an employee’s sick time or other accruals if the employee is unable to work, but it shall not count as an “occasion” pursuant to an agency’s sick leave policy.
11. Work time lost by unvaccinated employees due to quarantine from a positive test result shall not be covered under 5-248a leave time after the individual’s original 14-day allotment has been used.
12. Unvaccinated Employees on vacation, workers compensation, or other forms of authorized extended leave will not be required to test during the leave but shall be required to submit proof of a negative test administered not more than 72 hours before returning to the Employer’s premises except as otherwise provided in paragraph 7 herein. Vaccinated employees relying on their vaccinated status, in order to comply with the EO, who had not provided proof of vaccinated status, shall do so prior to returning to work.

FOR THE STATE:

**FOR SEBAC (Covering these units affected by EO 13G):
NP-2, NP-3, NP-4, NP-5, NP-6, NP-8, NP-9, P-1, P-2, P-3A,
P-3B, P-4, P-5, P-6, P-7, P-8**

 10/08/2021

S. Fae Brown-Brewton

 10.8.21

Daniel E. Livingston, Chief Negotiator

APPENDIX A to AGREEMENT ON IMPACT OF EXECUTIVE ORDERS 13F AND 13 G

This Agreement applies to former permanent employees of agencies in the Executive Branch under the jurisdiction of the Department of Administrative Services, Statewide Human Resources Management Division (DAS SHRM and/or in a bargaining unit under the auspices of the Office of Policy and Management--Office of Labor Relations, excluding the NP-1 Unit) that resigned, in good standing, or refused such offer and therefore were involuntarily separated from employment, as a consequence of failing to comply with Executive Orders 13F or 13G. It provides those employees the option of resigning in good standing and obtaining such benefit as are applicable to such status under this agreement, including rights to rescind such resignation and return to any approved, funded vacancy the State intends to fill (hereinafter "vacancy") in which he/she held permanent status, or if refusing to resign, be involuntarily separated, and challenge their separation, in which case it provides only such rights as may be applicable under their Collective Bargaining Agreement.

Employees failing to comply with EO 13F or 13G

1. **Initial Failure.** The employee shall be notified that Wellspark continues to report them as noncompliant with the EOs. Not later than close of business Tuesday, October 12, 2021, said employee shall provide documentation to the Agency HR Business Partner (hereinafter "HRBP") or designee that they are either fully vaccinated or testing for COVID 19 as prescribed by the EOs. For those employees not offered the option to test if they are not vaccinated, compliance shall also include proof of the first dose of a two-dose vaccination series with a second dose scheduled and weekly testing up to 14 days after the second dose and a negative test in the last 72 hours.
2. **Subsequent Failure:** The procedure set forth in paragraph 1 shall apply to subsequent failure to comply with the testing requirements of the Executive Orders such as a discontinuation of required weekly testing, where applicable. In such case, employees deemed non-compliant based upon the records shown in the Wellspark system shall receive notice providing at least two days of opportunity to demonstrate vaccinated status and/or compliance with the weekly testing requirements of the Executive Orders, if applicable.
3. **Direct Refusal or Documented Failure to Comply:** An employee who fails to demonstrate compliance, and, therefore, refuses to adhere to the requirements of Executive Order 13F or 13G shall be placed on an administrative leave without pay, position held for forty-five (45) calendar days.

4. During this 45-day period of unpaid administrative leave;

- a. An employee may provide a written explanation to the Agency HRBP or designee why the employee believes that the employer is in error regarding the employee's decision not to adhere to EO 13F or 13G. The employee shall receive confirmation from the HRBP that said explanation has been received, and whether the HRBP agrees with the employee.
- b. If the HRBP agrees, the employee shall be returned to full duty.
- c. If the HRBP does not agree with the employee's written explanation, the employee may elect to pursue one of two options, resignation in good standing or involuntary separation, both described in more detail below.
- d. Regardless of whether the employee chooses to resign in good standing or is involuntarily separated, subject to review under the pre-existing provisions of the employee's local collective bargaining agreement, the parties agree that this process affords all procedural guarantees that are due regarding an employee's failure to comply with the dictates of EO 13G, the 45-day administrative leave without pay and, either the resignation in good standing or involuntary separation.

5. Option 1- Resignation in Good Standing

- a. At any time within 30 days of the placement on unpaid administrative leave, an employee who is unwilling to comply with the vaccination or testing requirement that is applicable to his/her position may choose to resign in good standing and in such case shall receive the additional benefits for employees making that choice as set forth in paragraph 7, below.
- b. Such employee will receive confirmation that the employer accepts the employee's resignation. The HRBP shall advise the employee of all rights and benefits associated therewith, including COBRA and the process to rescind said resignation.
- c. The parties further understand and agree that unless returned to full duty, the employee shall be resigned, in good standing, effective the 46th day the employee has failed to comply.
- d. Said resignation, in good standing, shall be binding on an employee as set forth herein. It may be rescinded only in accordance with the terms of this Agreement. Appointing authorities may reinstate, without examination, any former employee who meets the requirements set forth below.
- e. Except consistent with this Agreement, the decision to reinstate an employee who resigned in good standing rests solely with appointing authorities. When an eligible individual is rehired pursuant to this Agreement, certain privileges and benefits set forth in paragraph 7, herein shall be afforded to said employee.
- f. The last employing agency shall in a timely manner:
 - i. advise eligible employees who are voluntarily resigning from State service, pursuant to this Agreement, of the rescind of resignation procedure communicating the requirements set forth in paragraph 7 below

that the employee must meet in order to receive the rights and privileges under this Agreement.

- ii. Provide instructions for completing the Rescind Resignation request via the JobAps, Freenames Application.
 - g. The former employee shall be fully independent in and responsible for conducting their own search for reinstatement by requesting rescind privileges via the JobAps, Freenames Application.
6. Involuntary Separation
- a. In the alternative, an employee who refuses to adhere to the requirements of Executive Order 13F or 13G and who fails to accept Option 1 within 30 days of being placed on unpaid administrative leave will therefore be subject to involuntary separation by the employer.
 - b. An employee who fails to choose Option 1 may pursue a grievance under the applicable labor agreement, and the outcome shall be binding on the parties. Said employees shall not be entitled to the rights and benefits of those accepting the voluntary resignation as set forth herein.
7. Additional benefits available to employees who choose Option 1
- a. Qualifications. To be eligible to rescind the voluntary resignation under option 1 above, and receive the privileges and benefits under this Agreement, including but not limited to the right to return to any vacancy in which she/he previously held permanent status, a former employee must have:
 - i. Resigned from State service in good standing but not pursuant to a stipulated agreement resolving a grievance, prohibited practice complaint or other legal action that required the resignation to be processed as “in good standing.”
 - ii. Attained permanent status prior to being placed on the forty-five (45) day unpaid leave and subsequent resignation. In classified service permanent status means the employee successfully completed the requisite working test period following appointment to a position in the classified service. In the unclassified service permanent status means in a bargaining unit where the employee successfully completed the requisite working test period under the specified labor union contract.
 - iii. Resigned from an eligible job class. Training classes or other job classes in which permanent status cannot be attained due to the nature of the work are ineligible.
 - iv. Completed the rescind Resignation request via the JobAps, Freenames Application, within one year from date of resignation.
 - v. Received confirmation notice from DAS approving such request.
 - vi. Identified a position in which he/she previously held permanent status and provided notice, via JobAps Freenames to the employer that she/he is seeking employment to such position.
 - b. Former employees who meet the above requirements must submit a “Rescind of Resignation” request via JobAps, Freenames and be hired within one year from

date of resignation to receive the privileges and benefits pursuant to this Agreement. Former employees should utilize the “Interest Cards” feature of JobAps to be automatically notified of future job opportunities of their choosing.

- c. Responsibilities of the State of Connecticut
 - i. DAS SHRM shall:
 - i. Review the request submitted by the former employee to ensure the former employee meets the current minimum experience and training requirements of the job class at time of review including being fully vaccinated.
 - ii. Notify the employee via email through JobAps once a final determination has been made.
 - ii. Hiring agencies shall:
 - i. Ensure the former employee meets the current minimum experience and training requirements of the job class prior to appointment, including proof of full vaccination for COVID 19.
 - ii. Onboard the former employees approved for reinstatement with correct salary and other terms and conditions of employment.
 - iii. When agencies reinstate former employees, under this Agreement, the onboarding of the employee shall include indication in the Core-CT Notepad, that the appointment was made under the authority of Sec. 5-248(f) of the Connecticut General Statutes and this Agreement.
- d. Compensation and other benefits upon reinstatement:

If reemployed as a result of full compliance with sub-paragraph 7(a), above, (to a job class in which the employee has attained permanent status), correct compensation and other benefits for a reinstated employee means the following:

 - i. No examination required. Note: Pursuant to this Agreement, an individual is eligible for reinstatement without examination for one year from the date of resignation. However, the individual must meet the current minimum qualifications required of the job class at the time of his/her reinstatement and must provide proof of full vaccination for COVID 19.
 - ii. No working test period required.
 - iii. Established anniversary increase date is retained.
 - iv. Rate of Pay:
 - a. Appointments to the same class the employee was in prior to resignation are made at the same step in the salary group the individual was paid at the time of resignation provided permanent status had been achieved in that class.
 - b. Note if the salary group for the employee’s classification has changed since the effective date of resignation, the employee is entitled to the same step in the new salary

- group (on the current pay plan). This includes when the class has been assigned to a lower salary group.
- c. Appointments to a position in a lower salary group (in a class in which the employee previously attained permanent status) are made at the same step and salary group that the employee would have held had s/he been transferred to the lower class immediately prior to the time of resignation.
 - d. Employees shall not receive annual increments awarded during the period of employment separation.
 - e. Appointments within the classification from which the employee was separated are made at the same step the employee was in at the time s/he left that classification.
- v. Vacation leave may be used as accrued because the six months of continuous service requirement had previously been met as a permanent employee.
 - vi. Credit for purposes of seniority and longevity shall be determined based upon the applicable collective bargaining agreement.
 - vii. Sick leave credit will be restored in accordance with C.G.S. §5-247(b)
 - viii. If reinstated within the same calendar year, any unused PL time shall be restored to the employee's leave balance. PL time cannot exceed three days in any calendar year. If the employee had exhausted all PL prior to resignation no PL time is to be granted until January 1.

Any disputes arising under this Agreement shall be resolved through the grievance process of the employee's respective collective bargaining agreement.