

STIPULATED AGREEMENT
BETWEEN
STATE EMPLOYEES BARGAINING AGENT COALITION
and
STATE OF CONNECTICUT
Case No. SPP 34627

In full and final resolution of the above-captioned matter, the State Employees Bargaining Agent Coalition (“SEBAC”) and the State of Connecticut (“State”) hereby agree as follows:


1. The prohibited practice complaint, SPP 34627, and any related grievances, shall be considered resolved and are hereby withdrawn with prejudice.¹
2. On February 17, 2022, SEBAC filed the instant prohibited practice complaint alleging that the State of Connecticut, via the Department of Transportation (“DOT”), the Department of Social Services (“DSS”) and the Office of the Attorney General (“OAG”), violated the State Employee Relations Act (“SERA” or “Act”) by limiting the percentage of telework eligible employees may request and be granted pursuant to the parties’ Telework Policy. The State denies all such allegations.
3. This Stipulated Agreement is entered into by the parties to confirm that the Telework Policy (“Policy”) requires an individual assessment of each employee’s application, and that agencies may not implement a cap on the amount of telework requested by eligible employees. In this regard, Section 4.10 of the Policy states, “An employee may request telework schedules of any amount the individual employee believes to be consistent with job duties and operational needs.” However, nothing shall prevent agencies from denying or modifying telework requests consistent with Section 4 “if the employee is unable to perform the full range of the duties needing to be performed during the telework period...”
4. To resolve the instant prohibited practice claim, DOT and DSS shall reevaluate the telework applications submitted by the employees listed on Attachment A, attached hereto. The amount of telework authorized pursuant to these telework reevaluations shall apply through December 31, 2022, absent material changes in the operational needs of the employing agency or work-unit unless the individual requests a different amount for the July 1 through December 31 period.
5. The affected DOT and DSS employees identified on the attached lists shall each be credited with four (4) hours of compensatory time as soon as administratively feasible. The usage and expiration of such compensatory time shall be consistent with the terms of the

¹ The pending arbitration grievances for the twenty-nine (29) OAG telework appeals are excluded from this withdrawal as the parties have agreed to resolve such appeals separately through the Policy’s arbitration process.

employee's individual collective bargaining agreements. In the event that any reevaluations take longer than fourteen (14) days to complete from the date of full execution of this Agreement, the employees so affected shall receive an additional two (2) hours of compensatory time.

6. Future claims by SEBAC that an agency has implemented an impermissible cap on the amount of telework employees may request may be resolved through the arbitration process set forth in Sections 4.7 and 4.8 of the Telework Policy. SEBAC shall have the burden of proof in such disputes, and must demonstrate the implementation of an agency cap by a preponderance of the evidence. The sole retroactive remedy available to the arbitrator shall be an award for mileage reimbursements for actual travel incurred due to the imposition of the cap.
7. This Agreement shall not be considered or construed as any admission of any statutory or contractual violation or legal liability by the State, its agencies, officials or employees. This Agreement is intended as a full resolution of the above-referenced prohibited practice complaint.
8. This Agreement shall not be precedent for any other situations between the parties and shall not be admissible in any arbitration, administrative hearing or legal proceeding, except to enforce its terms.

FOR THE STATE:



Adam Garelick 4/28/2022
Date
OLR

FOR SEBAC:



Daniel Livingston Date 4/28/2022