MEMORANDUM OF UNDERSTANDING
Between the
STATE OF CONNECTICUT
And the
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
SOCIAL AND HUMAN SERVICES (P-2) BARGAINING UNIT

In order to assist in resolving the financial issues currently facing the State of Connecticut while preserving public services, the State of Connecticut and AFSCME (Social and Human Services P-2 bargaining unit) agree to the following provisions:

The State and SEBAC recognize that wages and other matters are negotiated on a bargaining unit basis by the union designated as the exclusive bargaining representative for that unit. However, the State and SEBAC have agreed that the following parameters shall apply to all units seeking the job security protections of the SEBAC 2017 Agreement.

1. DURATION

The collective bargaining agreement between the State and the Union covers the period July 1, 2016 to June 30, 2021.

2. GENERAL WAGES AND ANNUAL INCREMENTS

Article 31, Section One (last paragraph) and Section Two, of the contract is deleted and the following substituted in its place:

a. Wage increases for FY 2016-17 and FY 2017-18 - Except as provided below, no state employee who is represented by a bargaining unit that is part of SEBAC will receive any increase in salary or payments for either of the next two fiscal years deriving from a General Wage, step increase, annual increment, payment for individuals who were at their top step as a bonus, for the above two fiscal years.

   Individuals entitled to a promotion in accordance with the rules governing these subjects as outlined in the Connecticut General Statutes or their collective bargaining agreement shall receive increase in wages due to such promotion in accordance with past practice.

b. Payments for the FY 2018-19 Fiscal Year. There shall $2000 one-time payment to all employees. All payments shall be pensionable in accordance with the Plan's normal rules. The one-time payments shall paid in July of 2018. The one-time payment amount shall be pro-rated for part-time unit employees.

c. Wage increases for FY2019-20 and FY 2020-21. Provides a three and one half percent (3.5%) increase plus step increases, annual increments or their equivalent in those units that have them as part of their collective bargaining agreement.

3. LONGEVITY

Article 31, Section Three, of the contract is deleted and the following substituted in its place:

a. Employees shall continue to be eligible for longevity payments for the life of the contract in accordance with existing practice, except as provided otherwise by this agreement. The longevity schedule in effect on June 30, 1985 shall remain unchanged in dollar amounts for the life of this Agreement and is appended hereto. Effective October 1, 1996 calculations for longevity shall be based upon total state service.

b. **Employees hired on or after July 1, 2011.** No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.

c. Employees shall continue to be eligible for longevity payments in accordance with existing practice and in accordance with the SEBAC 2011 and 2017 Agreement. The longevity schedule in effect on June 30, 1988, shall remain unchanged in dollar amounts during the life of this Agreement.

a) July 1, 2016 – June 30, 2017 longevity shall be paid on time.

b) July 1, 2017 – June 30, 2018, October 2017 longevity shall be paid on time; April 2018 longevity shall be delayed until July 2018.

c) July 1, 2019 – June 30, 2020 longevity shall be paid on time.

d) July 1, 2020 – June 30, 2021 longevity shall be paid on time.

4. FUNDS AND OTHER PAYMENTS

All other funds (e.g., tuition reimbursement) and other wage payments (e.g., shift differential, allowances, etc.), shall remain in place and continue in the same amounts presently in the P-2 collective bargaining agreement, except to the extent otherwise called for in the P-2 collective bargaining agreement. The P-2 collective bargaining agreement shall be extended until June 30, 2021 and unexpended fund amounts shall roll over year to year. Any unexpended funds shall lapse or shall not lapse as of June 30, 2021 in accordance with present rules. No deposit of funds shall be made in FY 2016-17.

5. JOB SECURITY

From July 1, 2017 and through June 30, 2021, there shall be no loss of employment for P-2 bargaining unit employees hired prior to July 1, 2017, including loss of employment due to programmatic changes, subject to the following conditions:

a. Protection from loss of employment is for permanent employees and does not apply to:

i. employees in the initial working test period;
ii. those who leave at the natural expiration of a fixed appointment term, including expiration of any employment with an end date;
iii. expiration of a temporary, durational or special appointment;
iv. non-renewal of a non-tenured employee (except in units where non-tenured have permanent status prior to achieving tenure);
v. termination of grant or other outside funding specified for a particular position;
vi. part-time employees who are not eligible for health insurance benefits.

b. This protection from loss of employment does not prevent the State from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the SEBAC 2017 Agreement. An employee who is laid off under the rules of the implementation provisions below because of the refusal of an offered position will not be considered a layoff for purposes of this Agreement.

c. The State is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs effective June 30, 2021.

The Office of Policy and Management and the Office of Labor Relations commit to continuing the effectiveness of the Placement and Training process during and beyond the biennium to facilitate the carrying out of its purposes.

The State shall continue to utilize the funds previously establishes for carrying out the State's commitments under this Agreement and to facilitate the Placement and Training process.

6. FURLOUGHS

Each employee is required to take three (3) unpaid furlough days between July 1, 2017 and June 30, 2018. Furlough day requirements will be prorated for employees working less than 35 hours per week.

The value of a furlough day shall be one-tenth (1/10) of the biweekly pay for a bargaining unit member on a 26 pay period schedule. The above value shall be deducted in the pay period in which the furlough day is taken. Alternatively, bargaining unit members may elect to have the total value of three (3) furlough days deducted incrementally throughout the course of FY18. For employees who choose the latter option, effective the first full pay period after legislative approval, the Employer will reduce the base biweekly rate of pay throughout the remaining fiscal year for

said employees by the total value of the three (3) furlough days that fall within said fiscal year. Deductions for furlough days shall be made pursuant to this paragraph except as otherwise provided herein. It is further understood and agreed that any Employee hired or reemployed after legislative approval of this Agreement shall be subject to the terms contained herein.

The P-2 bargaining unit furlough days shall be 11/24/17, 12/26/17 and 5/25/18. Subject to agency operating needs, the agency may designate an employee to work on one of the P-2 furlough days. In exchange, the employee shall select and substitute another day within the fiscal year. Management shall solicit volunteers to satisfy operating needs on these days. If no qualified volunteers are available, seniority shall be the controlling factor.

Part time employees shall also serve furlough days, on a pro-rata basis, based upon their biweekly scheduled hours of work. Any employee whose schedule does not include a designated P-2 furlough day, will select another date within the fiscal year. An employee who is scheduled for more or less than eight hours on a furlough day will adjust their schedule for that pay period.

If an employee leaves state employment prior to June 30, 2018, any furlough time taken in excess of the amount covered by the annualized deductions will be charged against any remaining vacation accruals at the time of separation. Should there be insufficient vacation time to cover the overuse of the furlough time, attendance will be modified accordingly and a deduction will be taken from the final paycheck.

Furlough days shall be treated for in the same manner as voluntary schedule reductions under Connecticut General Statute 5-248c.

7. TELECOMMUTING/ TELEWORK/ AWS

Concept: Each agency will form a committee (like labor management) with each of its unions to discuss these issues. With the agreement of Union representatives, committees may operate cross bargaining units.

There shall also be a Statewide Telework Committee. The purpose of the Committee is to create policy and policy guidance to agencies regarding telework policies and implementation thereof. Areas of guidance include ensuring consistent standards, disability accommodations, performance measurements, agency closures, and management training. The Committee shall be comprised of an equal and mutually agreed upon number of members appointed by the SEBAC Leadership, and representatives of management, which shall include the Director of Statewide Human Resources and other such designee of the Commissioner of DAS, and members of OLR. The Committee shall be cochaired by the Undersecretary of OLR or his/her designee and a representative of SEBAC. The Committee shall commence with meetings no later than 60 days following ratification of the Agreements.

Current practice will remain at each agency until parties meet and agree otherwise or changes occur through facilitation and or arbitration. Each committee shall begin its work no later than 30 days following the ratification of this agreement, and shall provide an initial report to the Statewide

Committee regarding the meetings held and information relevant to the issue of telework, as defined and requested by the Statewide Committee.

Up to six members (equal on each side) on the committee. Union staff, and the Office of Labor Relations, shall serve as ex officio participants on the committee until a policy acceptable to both parties has been created.

There shall be a Flexible Scheduling Facilitator, who shall be knowledgeable in flexible schedule issues. The Facilitator shall be available to resolve such matters as submitted by the parties. The Facilitator shall work with the committees to establish AWS, Compressed Scheduling, and Telecommuting Policies acceptable to both parties. If the parties are unable to agree to such policies within 90 days of the commencement of Statewide Committee meetings, either party may invoke interest arbitration on this issue. In such arbitration, it shall be agreed upon language that:

(1) Any policy shall consider the legitimate operational needs of the affected agencies as well as the interests of the affected employees.
(2) The determination of the employer to deny a request for AWS, Compressed Work Schedules, and Telecommuting shall be arbitrable, but shall first be submitted to the joint committee and the Facilitator for a recommended disposition.
(3) Current contract language on AWS and Flex scheduling shall be agreed upon language unless a bargaining unit agrees otherwise and/or proposes alternative language in the arbitration.

If the inability to reach agreement involves more than one bargaining unit and/or more than one agency, prior to the arbitration(s) being scheduled, the parties shall confer to determine the best way to achieve their mutual interest in expeditiously establishing a fair and effective policy applicable to those units and/or agencies.

8. DURATIONAL EMPLOYEES AND TEMPORARY EMPLOYEES

Definitions:

Temporary: Position filled for a short term, seasonal, or emergency situation, including to cover for a permanent position when the incumbent is on workers' compensation or other extended leave, not to exceed 6 months. May be extended up to one year. If a temporary employee is retained greater than 12 months said employee shall be considered durational.

Durational: An employee hired for a specific term, for a reason not provided above, including a grant or specially funded program of a specific term, not to exceed one year.

Status: A temporary employee shall become durational after 6 months or one year if extended.

A durational employee shall become permanent after six months, or the length of the working test period, whichever is longer.

Benefits:

A temporary employee shall receive such benefits as provided by state or federal law, and such additional benefits as currently provided by the respective agreements and practice applicable to the unit, which may include:

- Health and life insurance
- Pension credit
- Paid Holidays
- PL Days
- After 6 months, vacation, sick and personal leave retroactive to date of hire.

An employee hired for a durational position or treated as a durational after a period of temporary employment shall receive:

- The same benefits as any other employee would receive during his/her working test period.
- Upon becoming permanent, the same benefits as any other permanent employee

9. **SNOW DAYS**

- **Essential Employees**
  - **Definition**-for this purpose "essential" means required by the Employer to work outside the home during a period other bargaining unit employees are paid but relieved from work due to a closing.
  - Where a primarily non-hazardous duty bargaining unit includes both essential and non-essential employees, and the former receive only normal pay for working during his/her normal hours during a situation where the governor orders a closing of some or all of that employee's normal shift, the following shall apply: Notwithstanding any provision providing overtime for working outside normal shift hours, such person shall receive straight time comp time for the hours worked during the employee's normal shift where the state has been ordered closed or the Governor has directed nonessential state employees not to report to work.
- **Vacation, PL and Sick Time Impact for Non-Essential Employees**
  - Employees out sick shall not be charged a sick day or personal day if the state is closed or the Governor has ordered nonessential state employees not to report to work during that employee's normal work shift
  - Employees on vacations for less than a week shall not be charged a vacation day if the state is closed during that employee's normal work shift.
  - Employees scheduled out of the office on leave for a week shall be charged for such leave if the state is closed during such time.
- **10 month Employees Choosing a 12 month Pay Plan** - Shall be treated like any other 12 month employee for purposes of inclement weather closings.

10. GLOBAL TENTATIVE AGREEMENT

The Union accepts the State's proposal to change title from "Director of' to "Undersecretary for" the Office of Labor Relations wherever it appears in the Agreement. The parties will make other appropriate department or unit title changes prior to printing the Agreement.

11. OTHER AGREED UPON PROVISIONS

a. Article 6, Union Security and Payroll Deduction, Section 3- Add "as designated by Council 4" to payroll deduction for Union dues.

b. Article 7, Union Rights, Section 2 – add requirement that quarterly lists be provided by the Union specifying contact information and agency assignments for stewards and staff reps.

c. Article 7, Union Rights, Section 4 – delete the following sentence "a Labor Relations Specialist or higher representative of the Office of Labor Relations.

d. Article 8, Personnel Records, Section 2, paragraph 2 – Change preemployment to pre-employment (editorial)

e. Article 9, Service Ratings, Section 3 - **Replace language in Section 3:** ~~In any arbitration the arbitrator shall not substitute his/her judgment for that of the evaluator in applying relevant evaluation standards unless the evaluator can be shown to have acted arbitrarily or capriciously.~~ **The evaluator bears the burden of demonstrating the appropriateness of said evaluation.**

f. Article 14, Transfers – Current DSS MOU on transfers dated March 27, 2014. DCF will keep current contract language but parties will continue to discuss.

g. Article 15, Grievance Procedure – Modifications to current article (attached hereto)

h. Article 16, Dismissal, Suspension, Demotion or Other Discipline, Section 8 - Union – Add language "If an employee is placed on administrative leave, the Local Union President shall be concurrently notified."

i. Article 19, Non-Discrimination, Section 1 - Add "sexual harassment, pregnancy, orientation, gender identity or expression as a protected activity.

j. Article 20, Contracting Out – Delete "During the life of this Agreement"

k. Article 24, Pregnancy, Maternal and Parental Leave, Section 3 – Up to three days of paid leave, deducted from sick leave, will be provided to ~~a spouse~~ **parent** in connection with the birth, adoption or taking custody of child, or his/her postnatal care. Vacation or personal leave may also be used for such purposes subject to the approval of the appropriate agency official.

l. Article 29, Sick Leave, Section 3 –

NEW (e) Sick time utilization referenced in Article 29, sections a, b, c and d above, should not count as an occasion.

m. Article 29, Sick Leave, Section 4 –

Allow up to 10 days for sick immediate family member.

Delete language regarding requirement of "critical illness or severe injury… creating an emergency."

Section Four (a) In reviewing an employee's record to determine whether a sick leave usage problem exists, the Employer shall consider the following factors within a rating year:

1. The number of days taken, and number of occasions
2. Patterns of usage
3. The employee's past record
4. The reasons for sick leave use
5. Extenuating circumstances

(b) An occasion of sick leave is defined as any one continuous period of unscheduled absence for the same reasons. However, a reoccurrence of illness stemming from a premature return to work resulting in additional sick leave usage shall be considered as an extension of the original occasion provided such is verified by a physician.

An occasion of absence shall not in and of itself carry any stigma and subject the employee to disciplinary action.

For the purpose of preparing service ratings, the number of sick time occasions shall not be considered in isolation; rather, the entire attendance record shall be considered, including those factors specified.

n. Article 41, Miscellaneous, Section 2 - delete language regarding conversion of time from days to hours.

o. Article 41, Miscellaneous, Section 3 - delete language regarding need to negotiate regarding intermittent claims interviewers."

p. Article 41, Miscellaneous, Section 6 – Delete obsolete language regarding domestic partners.

q. Article 45, Tuition, Section 3 – Increase credit amount reimbursement to employee equal to the applicable University of Connecticut resident credit hour rate.

r. Article 46, Conference and Workshop Funds, Section 2 –Add language "If monies are available, and agency approval for time off is obtained, the request will normally be considered approved. In the event of a dispute, at least two (2) weeks prior to attendance, the request shall be forwarded to the clearing committee."

APPROVAL

This agreement is subject to approval of the Legislature pursuant to Connecticut General Statutes Section 5-278.

Signatures:

For the State of Connecticut	**For the Union**
7/7/2017	7/7/17
Date	**Date**

TENTATIVE Agreement 7/1/17

~~UNION PROPOSAL MAY 25, 2017~~

ARTICLE 15
GRIEVANCE PROCEDURE

Section One. Definition. Grievance. A grievance is defined as, and limited to, a written complaint involving an alleged violation or a dispute involving the application or interpretation of a specific provision of this Agreement.

Section Two. Grievances shall be filed on mutually agreed forms which specify: (a) the facts, (b) the issue, (c) the date of the violation alleged, (d) the specific controlling contract provision, (e) the remedy or relief sought. A grievance may be amended up to and including Step II of the procedure.

Section Three. A Union representative, with or without the aggrieved employee, may submit a grievance and the Union may in appropriate cases submit an "institutional" or "general" grievance in its own behalf. When individual employee(s) or in case of a class grievance, a group of employees elect(s) to submit a grievance without Union representation, the Union representative or steward shall be notified of the pending grievance, shall be provided a copy thereof, and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting but shall be provided with a copy of the written response to the grievance.

The steward shall be entitled to receive from the Employer upon request all documents furnished to the grievant pertinent to the disposition of the grievance and to file statements of position. Any adjustment of a grievance filed by an employee(s) without representation shall not be inconsistent with the terms of this Agreement.

Section Four. Informal Resolutions. The grievance procedure outlined herein is designed to facilitate resolution of disputes at the lowest possible level of the procedure. It is therefore urged that the parties attempt informal resolution of all disputes and avoid the formal procedures. Whenever possible the parties are encouraged to resolve matters informally between the steward and the first supervisor outside the bargaining unit.

Section Five. A grievance shall be deemed waived unless submitted at Step I within thirty (30) days from the date of the cause of the grievance or within thirty (30) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. A grievance shall be deemed waived unless subsequently processed within the time limits provided in this Agreement.

Section Six. The Grievance Procedure.

Step I. A grievance may be submitted within the thirty (30) day period specified in Section Five to the agency head or his/her designee. Such individual shall meet with the Union representative and/or the grievant within ten (10) days of the submission of the grievance, and issue a written response within ten (10) days thereafter.

Step II. The parties acknowledge that orderly administration of the contract grievance procedure requires ~~the Director of~~ the Office of Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the ~~Director~~ **Undersecretary for Labor Relations** or his/her designee has had an opportunity to resolve the grievance. An unresolved grievance may be

appealed to the **Undersecretary for Labor Relations** within ten (10) days of the date of the Step I response. Said **Undersecretary for Labor Relations** or his/her designated representative will hold a conference within thirty (30) days of receipt of the grievance and issue a written response within ten (10) days of the conference.

Step III. Arbitration. Within fourteen (14) days after the employer's answer is due at Step II or if no conference is held within thirty (30) days, within fourteen (14) days after the expiration of the thirty (30) day period or **within fourteen (14) days of receipt of the step II answer by the union**, an unresolved grievance may be submitted to arbitration by the Union or by the State, but not an individual employee, except that individual employees may submit to arbitration in cases of dismissal or suspension of more than five (5) working days, and shall bear the cost of arbitration and associated expenses

Section Seven. For the purpose of the time limits hereunder, "days" means calendar days unless otherwise specified. The parties by mutual agreement may extend time limits or waive any or all of the steps or meetings hereinbefore cited.

Section Eight. In the event that the State Employer fails to answer a grievance within the time specified at Step I, the grievance may be processed to Step II and the same time limits therefore shall apply as if the State Employer's answer had been timely filed on that last day.

The grievant assents to the last attempted resolution by failing timely to appeal said decision, or by accepting said decision in writing.

Section Nine. Arbitration.

1) **Submission.** Submission shall be by certified letter, postage pre-paid, to the Office of Labor Relations.
2) **Selection of Panel.** The parties shall establish a panel of seven (7) arbitrators selected by mutual agreement.
3) **Costs.** The parties shall share equally in the expenses of the arbitrator.
4) **Assignment of Cases.** Cases shall be assigned on a rotating basis (alphabetically) to the panel based on the date of filing, first filed, first assigned except that Dismissal cases shall be given precedence in scheduling. For Dismissal cases resulting from progressive discipline, the underlying lesser disciplines shall also be heard by the same arbitrator.

5) **Removal of Arbitrator.** Either party, upon written notice to the other, between March 1st and March 10th of each contract year may remove an arbitrator(s). By April 1st the parties will have a reconstituted mutually agreed upon panel of seven (7) arbitrators for the succeeding year.

6) **Arbitrability.** A party raising an issue of arbitrability shall do so by notifying the other party at least seven (7) working days in advance of the scheduled hearing. Such notice requirement shall be waived in instances of new evidence discovered during the arbitration hearing, **except that in this event, the responding part may defer hearing the arbitrability for 7 days.**

quarterly

7) **Pending Cases.** The parties agree, immediately upon legislative approval of this Agreement, if not beforehand, **and on an ongoing basis** to meet and discuss the backlog of pending arbitration cases with the goal of resolving, thereby reducing the numbers of the same.

8) **Expedited Cases.** Up to ten (10) cases per contract year by the Union and up to seven (7) cases per year by the State may receive expedited arbitrator assignment as exclusions to the "first filed, first assigned" rule expressed herein. **This provision is not a reference to the "expedited" procedure offered by the SBMA.**

9) **Postponements.** In any individual arbitration case, each party will be allowed one postponement. **Thereafter, postponements shall be by mutual consent of the parties, which shall not be unreasonably withheld.**

10) **Optional Process:**

Suspensions of ten (10) days or less, or by mutual agreement, any other matter may be submitted for arbitration to the State Board of Mediation and Arbitration (SBMA) according to the SBMA rules and regulations **and fees. This shall allow use, by agreement only, of the SBMA expedited procedure.**

~~(a) The parties shall establish a panel of at least three (3) mutually acceptable arbitrators. Unless the parties agree to the contrary for a particular case, the arbitrator shall be selected by rotation in alphabetical order from the panel of arbitrators. If the arbitrator is not available to schedule the beginning hearing within a time period acceptable to the parties the next arbitrator in rotation who is available shall be selected. During the sixty (60) day period following Legislative approval of the contract, both parties shall have the ability to reevaluate the panel of arbitrators in place and to remove any arbitrator during that period. Submission to arbitration shall be by certified letter, postage prepaid to the Director of the Office of Labor Relations. The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases when the Union is not a party, one half the cost shall be borne by the State and the other half by the party submitting to arbitration.~~ Retain

11) On grievances when the question of arbitrability has been raised, either party may request that the arbitrator issue a decision on the issue of arbitrability prior to hearing the merits of the case.

12) The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his appointment.

13) In cases of dismissals, demotions or suspension in excess of five (5) days, either party may request the arbitrator to maintain a cassette recording of the hearing testimony. In such cases either party may also request that there be an official stenographical service provided. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof. The State will continue its practice of paid leave time for witnesses of either party.

14) The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactivity for more than thirty (30) calendar days prior to the effective date of the Agreement, nor to grant pay retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I.

The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties jointly agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes Section 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

15) The parties may, by mutual agreement, consolidate for hearing by a single arbitrator two (2) or more grievances arising out of the same or similar fact situations or involving the same issues of contract interpretation or both.

Section Ten. Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance or arbitration procedure:

(a) Dismissal of employees during the initial working test period.

(b) Dismissal of nonpermanent employees.

(c) The decision to layoff or nondisciplinary termination of employment. The Local President shall receive concurrent written notice of all non-disciplinary terminations.

(d) Classification and pay grade for newly created jobs, provided, however, this clause shall not diminish the Union's right to negotiate on pay grades.

(e) Disputes over claimed unlawful discrimination shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact.

(f) Any incident which occurred or failed to occur prior to the effective date of this Agreement, with the understanding that grievances filed prior to that date shall not be deemed to have been waived by reason of the execution of this Agreement.

(g) The decision to subcontract.

Section Eleven. All Step 2 conferences, arbitrations and grievance related meetings shall be closed to the press and the public, unless the parties jointly agree to the contrary.

Megan L. Kn
For the State
7/7/2017

For the Union
7/7/17