

STIPULATED AGREEMENT

This Stipulated Agreement (Agreement) is entered into between the State Employees Bargaining Agent Coalition (SEBAC) and the State of Connecticut (State) to resolve a grievance filed by SEBAC on behalf of Employees in the NP-4 Bargaining Unit.

WHEREAS, SEBAC is a coalition of various state employee unions whose members include employees in multiple bargaining units within many state agencies; and

WHEREAS, on or about June 15, 2020, SEBAC and the State entered into an agreement known as “The Mandatory Testing Agreement” in response to the State’s efforts to minimize the spread of the COVID 19 virus in various congregate/care settings; and

WHEREAS, Governor Ned Lamont issued Executive Order 13G which provided for mandatory vaccination of State employees, or for the option of weekly COVID 19 testing; and

WHEREAS, employees who exercised the option for weekly testing, and tested positive for COVID 19, were directed not to report to work pursuant to CDC guidance and State Policy; and

WHEREAS, SEBAC filed a grievance dated October 28, 2021, seeking make-whole relief for employees who were so directed, and were required to use accrued leave or go without pay for the time they were required to be absent from the workplace; and

NOW THEREFORE, in full and final resolution of the above-referenced SEBAC grievance, and any individual bargaining unit agreement arising out of the same facts and transactions, the parties hereby agree as follows:

Although not required to do so, under the Mandatory Testing Agreement, the State did not provide affirmative, written notice to SEBAC that the mandatory testing had ceased.

The parties agree that pursuant to the Mandatory Testing Agreement, employees who tested positive received additional COVID 19 leave pursuant to Section 5-248a of the Connecticut General Statutes.

The parties understand and agree that employees are no longer subject to mandatory testing under the Mandatory Testing Agreement executed on or about June 15, 2020, and testing is presently being conducted at the workplace pursuant to the Mandatory Vaccination Agreement executed on or about October 8, 2021.

The parties further agree that employees, regardless of their vaccination status, who test positive during the period that the Mandatory Vaccination Executive Order 13G remains in effect (currently to February 15, 2022), will be eligible to receive one additional block of 5-248a (COVID 19) leave, in accordance with prior mandatory testing rules and pursuant to the DAS/OPM guidance to agencies, which provided leave for the scheduled work hours during a 14-calendar day period. The parties reserve their rights with respect to anyone who may test positive for a second time following the 90-day testing waiver period that follows a COVID-positive test but prior to the expiration of the vaccine agreement on February 15, 2022.

The parties agree that any bargaining employees who used accrued leave, or were placed on a leave without pay status, as a result of a positive COVID 19 test taken pursuant to Executive Order 13G, shall have said time adjusted with the applicable COVID 19 5-248a Leave code.


The parties reserve all of their legal rights as to what terms and conditions will govern any vaccine mandate that may or may not be created by Executive Order or otherwise following the expiration of the current vaccine agreement. This impact of this agreement is limited to employees of the Department

of Correction and the parties reserve all rights with respect to paid time for employees testing positive in other agencies.

FOR THE STATE:


11/04/2021

FOR SEBAC:

 11.4.2021
Daniel E Livingston, Chief Negotiator