

## **Identification of Problem Areas**

(Section 46a-68-87)

January 2019

This section was in compliance in the previous filing and there were no proposals/recommendations.

### **Subsection (a)**

If an occupational category or title employing a significant number of persons or position classification for which an availability base is calculated experiences an increase or reduction in force, the University examines its personnel policies and practices to identify non-quantifiable aspects of the employment process that may impede or prevent the full and fair participation of protected race and sex group members in the employment process. The following aspects of the employment process have been addressed:

1. Employment applications
2. Job qualifications
3. Recruitment practices
4. Personnel policies
5. Orientation
6. Training
7. Counseling
8. Discrimination complaint process
9. Evaluation
10. Layoffs
11. Terminations

The narrative below is a summary of the analyses of these eleven factors as they affect the employment process for both the classified and unclassified positions.

### **Employment Applications**

During the *Plan* year, the University utilized the online [UConn Jobs Website](#) and application system for all unclassified positions. DHR utilized the State of Connecticut's new JobAps applicant tracking system to collect applications for classified positions. These application processes are acknowledged to be fair to all candidates. They conform to nondiscrimination requirements, the Americans with Disabilities Act, and provide an opportunity to obtain and compile necessary demographic data on applicants. Information regarding demographics is provided voluntarily.

The UConn Jobs Website system allows applicants to electronically apply and manage applications for all University unclassified positions. The system also provides a standard format for collecting self-identifiable demographic data from applicants by providing a series of optional questions regarding gender, ethnicity, race, and veteran status. The demographic

collection is done in the two-part question, compliant with federal collection and reporting requirements. The DAS JobAps system, required by the State, was used to collect applicant data for classified positions including voluntary self-identifiable demographic data.

Kiosks are available in the Department of Human Resources (DHR) for applicants requiring assistance with either the UConn Jobs Site or the DAS JobAps system.

No problems have been identified with this aspect of the employment process.

### **Job Qualifications**

The University continues to review all job qualifications on an ongoing basis to ensure that the experience and training requirements do not adversely impact members of protected groups. The qualifications and specifications are standard for all applicants, and are recognized to be fair to all race/sex groups, as well as individuals with disabilities and older persons.

For classified positions, many of the job qualifications and specifications originate from the Department of Administrative Services (DAS) and other related agencies to ensure job relatedness for all occupational categories. In addition, DHR works with DAS and other agencies to review and update requirements as necessary.

A majority of non-teaching professional titles are covered by a collective bargaining agreement that defines “professionals” and, although the contract language is more liberal than CT General Statutes, Chapter 68, Section 5-270(c), degree requirements are imposed upon titles in the agreement between the University and the University of Connecticut Professional Employees Association. Please see **ATTACHMENT A** for the contract language.

The Workforce Solutions Unit in the DHR functions to avoid inflated educational requirements to ensure that departmental hiring authorities accept education and experience equivalencies when appropriate.

On the academic side, as an accredited Carnegie Public Research 1 institution, the University's tenure-track faculty titles have terminal degrees, research experience, and scholarship, teaching, and publication requirements. These requirements are essential to the University's academic mission and competitive stance among other Research 1 institutions nationwide.

The Office of Institutional Equity (OIE) reviews the applicant search and evaluation process to ensure that interview and hiring decisions are based solely on job-related requirements. OIE also approves the search process as it relates to qualifications and specifications and all selected candidates. No problems have been identified with this aspect of the employment process.

### **Recruitment Practices**

Relative to unclassified titles, the University infuses affirmative recruitment policies throughout its entire hiring process. Advertising is reviewed by DHR to make sure that it includes the

EEO/AA statement, and that it is neutral as to age, ethnicity, race, and gender. Targeted organizations, media, and professional networks are identified in order to better reach protected group members.

In order to encourage thoughtful development of aggressive recruiting strategies designed to penetrate applicant pools from underutilized populations, search committees must substantiate recruitment plans to OIE prior to going forward with interviews. Search committee training facilitated by OIE staff focus on affirmative action goals, strategic recruiting to “cast a broad net”, objective applicant evaluation tools, and appropriate interview questions. OIE offers monthly and individualized workshops focused on these topics to search committees, search administrators, and the University community in an attempt to reach and educate a wide audience. Information on search committee training attendance is included in the Internal Communication section of this *Plan*. OIE also monitors the overall search process to ensure that searches are conducted in an open and fair manner, and is authorized to stop searches lacking evidence of good faith recruitment effort.

Individual hiring departments are required to utilize resources focused on underrepresented and diverse groups. Search committees are required to post open positions with professional organizations, field specific associations, listservs, conferences and print and on-line media targeted to women and diverse groups.

Recruitment for Classified titles is, for the most part, centralized in DHR. DHR works closely with the DAS and recently DAS has sunset the examination process for the majority of most state employment with the intention to increase the pool of candidates and increase the opportunity for members of protected classes to apply to the various job openings. DHR also takes a lead role in the recruitment efforts for classified positions. Under the Collective Bargaining Agreement known as SEBAC, the University has the responsibility to first certify the statewide layoff reemployment and SEBAC lists for classified positions before moving to other avenues for generating applicant pools. Union contracts covering classified service employees require that State agencies offer many jobs in seniority order.

OIE and DHR are proud of the University’s automated applicant system, which is standard in the private employment sector, enables enhanced recruitment efforts to target specific underserved populations and to build a computerized applicant tracking system.

OIE and DHR have established a system of checks and balances built into the University’s recruitment and search procedures to ensure affirmative action/equal employment opportunity compliance. The DHR and OIE continue to successfully collaborate on recruitment and upward mobility efforts and maintain the integrity of the recruitment/search process.

No problems have been identified with this aspect of the employment process.

## **Personnel Policies**

The University complies with all State personnel statutes and regulations. The DHR has the responsibility of administering all policies pursuant to the State Merit System and Collective Bargaining Agreements and also validates selection devices as part of its statewide responsibilities.

DHR and OIE have also evaluated these policies to ensure equal opportunity and affirmative action. OIE distributes all AA/EEO policies and procedures on an annual basis.

For positions in the State classified service, the University is authorized to promote employees in their own positions to class specifications within the career series per our decentralized agreement with DAS. The decentralized agreement contains a list of class specifications the University has authority to reclassify into without seeking approval from DAS. Exceptions to this agreement include reclassifications into lead and supervisory level class specifications. The University of Connecticut is one of the only agencies with this decentralized classification authority.

The Department of Administrative Services has also decentralized some hiring functions to the University level, specifically the authority to freely establish positions in classifications noted in the decentralized agreement. However, the University must request approval to establish positions in titles not represented by the agreement. It is important to note, DAS cannot deny the University's right to advertise or fill a position but they can deny the classification level.

In accordance with current legislation, individuals identified for reclassification or appointment to a classified service position must meet the minimum qualifications noted on the State class specification.

The University will continue coordinating its search efforts with DAS, and will work within State personnel policies and procedures.

No problems have been identified with this aspect of the employment process.

## **Orientation**

The DHR provides all new employees with copies of the Affirmative Action and Equal Employment Opportunity, Policy against Discrimination, Harassment, and Inappropriate Romantic Relationships, and Policy Statement on People with Disabilities, as well as complaint procedures. In addition to the traditional job, salary, and benefits information; new employees are apprised of the mission, vision, organizational structure, goals and key personnel of the University.

During this Plan year, DHR began discussions to enhance New Employee Orientation by establishing a Program that is a day and a half and allows subject matter experts including the

Office of Institutional Equity to deliver comprehensive information regarding the above stated policies and procedures. It is expected that the new Program will be launch in Spring, 2019.

505 employees attended the new employee orientation facilitated by the DHR during this *Plan* year. These policies, as well as more detailed information relating to the University's *Affirmative Action Plan*, are also posted on the OIE [website](#).

No problems have been identified with this aspect of the employment process.

### **Training**

The University encourages employees to participate in training programs, which will assist in their job responsibilities, as well as their professional growth. DHR has established a series of professional development and leadership workshops that provide instruction on a variety of topics, including technical skills, leadership, project management, etc. Specific topics covered during this *Plan* year included customer service, interaction and leadership, management development, performance evaluations and supervisor essentials.

The Office of Institutional Equity continues to provide state-mandated Diversity Training and Sexual Harassment Prevention Training for all University employees. During this Plan year, University employees attended state-mandated Diversity Training and employees attended state-mandated Sexual Harassment Prevention training.

Additionally, OIE enhanced content for search committee training to include material on compliance with AA/EEO regulations, the University search process, and recognizing and overcoming inherent bias in the search process. These search training sessions are required for University faculty and/or staff members serving on or administratively supporting search committees.

The Office Compliance continues to provide annual mandated ethics training for all employees. All employees are required to complete the annual ethics training either in person or through an on-line portal.

The Department of Human Resources, Office of Faculty and Staff Labor Relations, Office of Compliance, and Office of Institutional Equity have collaborated over the last three to four years to develop a comprehensive management development program for managers at the University. The Program was offered to a large group of University managers as part of the initial rollout and continues to be offered regularly to new managers as they are hired into the institution. It is expected that during the next *Plan* year over 150 new managers will be trained and oriented.

No problems have been identified with this aspect of the employment process.

### **Counseling**

Both DHR and OIE provide counseling services to all employees at the University. Counseling by DHR is provided on a one-to-one basis regarding career mobility opportunities, training

needs, and specific skill development. Human Resources Associates counseled **six** individual employees this reporting period. Please see the Upward Mobility section, **ATTACHMENT B** for an employee-counseling summary. OIE also provides counseling on all equal employment opportunity/affirmative action issues. The EEO & Search Compliance staff responds to inquiries regarding the search process, recruitment, applicant evaluation, and various AA/EEO related issues daily. The staff is regularly consulted by search committees and hiring managers on AA/EEO aspects of the search and hire process.

No problems have been identified with this aspect of the employment process.

### **Discrimination Complaint Process**

The University provides all employees with a copy of the discrimination complaint procedures and policy statements, which outline their protections under the equal opportunity laws. Please see **ATTACHMENT A** in the *Discrimination Complaint Process* section of the Plan. EEO Investigators in OIE investigate complaints of discrimination, gathers and evaluates evidence submitted by all parties, and renders a determination based on a preponderance of the evidence presented in order to mitigate harm resulting from any discriminatory conduct within the University and/or prevent its recurrence. The University's Discrimination Complaint Process provides for the expeditious resolution of complaints to assure that legal options for filing complaints with enforcement agencies are not foreclosed.

Employees are also informed of the union grievance process available through their various collective bargaining unions.

No problems have been identified with this aspect of the employment process.

### **Layoffs**

The University implements employee layoffs pursuant to State Merit System requirements and Collective Bargaining Agreements. The University operates within a highly unionized environment. Many employees are members of statewide collective bargaining units (CBU). Others, such as faculty and non-teaching professional staff, are members of a CBU or CBU chapter that exists only at the University. Others are not represented by a collective bargaining unit, such as those in management exempt, confidential exclusion titles, or Law School faculty. Each union-negotiated contract has different provisions pertaining to layoffs or reductions in staff. Please see **ATTACHMENT B** of this section for the contract language.

No problems have been identified with this aspect of the employment process.

### **Terminations**

Terminations are done in accordance with the State Merit System requirements, University rules and requirements, and collective bargaining agreements.

President Herbst, Interim Provost Teitelbaum, Provost Kennedy, Associate Vice President Conklin, as well as the academic Deans and other concerned parties, continued to work on retention and climate issues at the University, and will continue to consider them priority issues for the next several years.

No problems have been identified with this aspect of the employment process.

**Subsection (b)**

The *Plan* itemizes in subsection (a) all non-quantifiable elements of the employment process that have been identified as a problem area. The University has not identified any non-quantifiable elements as a problem area.

**Subsection (c)**

Pursuant to this subsection, the University has examined all aspects of the employment process itemized in subsection (a), to determine if any might impede or prevent the full and fair participation of individuals with disabilities or older persons in the workforce. As a result of this examination, there is no evidence to show any barrier or discriminatory employment practice against individuals with disabilities or older persons.

## **Article 2**

### **ROLE OF PROFESSIONAL STAFF**

#### **2.1**

The Board of Trustees recognizes the importance of the professional staff to the excellence of the University and considers their contribution an integral part of the University's mission to provide education for the citizens of Connecticut.

Professional staff include, among others, academic advisors, accountants, computer programmers, financial aid staff, health care professionals, librarians, public service unit personnel, student affairs personnel, research administrators, and others engaged in the administration of the University and its programs.

Professional employee means any employee engaged in work:

1. predominantly intellectual and varied in character, as opposed to routine mental, manual, mechanical or physical work;
2. involving the consistent exercise of discretion and judgment in its performance;
3. of such a character that the output produced or the result accomplished cannot be standardized in relation to a given time period;
4. requiring at least a four-year college degree or equivalent advanced professional training customarily acquired through formal instruction and study.

This article is not grievable under the contractual or non-contractual grievance procedure.

**UCPEA Collective Bargaining Agreement between  
The University of Connecticut Board of Trustees and The University of Connecticut  
Professional Employees Association, Local 3695 AFTCT, AFT, AFL-CIO  
Effective July 1, 2016 Expiring June 30, 2021**



**ARTICLE 14**  
**REDUCTION OF STAFF FOR DISCONTINUANCE OF PROGRAMS AND**  
**FINANCIAL EXIGENCY**

**14.1** Whenever the discontinuance of faculty is contemplated for reasons consonant with the long-range educational mission of the University or for what the Administration believes to be a bona fide financial exigency, the procedures below shall be followed.

**14.2** Should the Administration determine that the fiscal position of the University has deteriorated to an extent which warrants informing the Board of Trustees of a financial exigency that may require a reduction in the faculty; the Administration shall notify the UConn-AAUP promptly.

**A.** At a time mutually agreeable to both parties, but in no case less than five (5) days before presentation to the Board of Trustees, a meeting shall be held between the President of the University, the Provost, the appropriate Vice President or Vice Provosts, and the UConn-AAUP for the purpose of reviewing the entire budgetary outlook of the University. The President, the Provost, and the appropriate Vice President or Vice Provosts shall document the financial position of the University and its reasons for its declaration to the UConn-AAUP along with recommendations for alleviating the situation.

**B.** At that or a subsequent meeting, but prior to the meeting with the Board, the UConn-AAUP may present to the Provost its own recommendations for resolving the exigency, in the hope that the recommendations given to the Board are the joint recommendations of the parties.

**C.** In the event that the Administration wishes to present to the Board recommendations with which the UConn-AAUP does not concur, the UConn-AAUP shall be allowed to present to the Board or the appropriate committee of the Board its own recommendations prior to the time when the Board is to determine what course of action it shall take.

**14.3** If the course of action adopted by the Board requires discontinuation or consolidation of existing programs with the resultant elimination of faculty, the Provost, the UConn-AAUP, the Deans of the affected schools, the Head(s) of the affected department(s), and a faculty representative chosen by the Senate Executive Committee shall meet to identify faculty whose termination is to be recommended to the Provost. In the course of such discussions regarding which faculty shall be terminated, the participants shall take into consideration, and where possible recommend, such things as shared or reduced load with proportionate reduction in salary, administrative assignment, the feasibility of early retirement, and the possibility of reassigning the faculty member,

provided he/she is suitably qualified, to another unit of higher education.

**14.4** The following criteria shall apply to the identification of faculty whose termination is to be recommended:

**A.** Except where demonstrable and serious distortion of an academic program would result, non-tenured faculty in an affected program will be terminated before any tenured faculty member is terminated.

**B.** In identifying tenured faculty whose termination is to be recommended, the following shall be taken into account: the academic needs of the affected program(s); the merit of the affected faculty as attested by peer reviews of scholarship, teaching, and service; the age and length of service of the affected faculty; the Affirmative Action aims of the University.

**C.** In all cases requiring the termination of faculty, primary consideration shall be given to the University's responsibility to offer an appropriate range of courses and programs, including the regional campuses.

**14.5** The following procedure shall govern the case of any faculty member whose termination is recommended to the Provost:

**A.** Prompt notice of the recommendation to terminate will be given.

**B.** The faculty member given such notice shall have the right to a hearing under the grievance procedure specified in Article XV.S. of the University of Connecticut *By-Laws*, (Revised June 5, 2015).

**14.6** If because of financial exigency the University terminates appointments, it will not at the same time make new appointments in the same department except where a serious distortion in a program of the University would otherwise result.

**14.7** In all cases of termination because of financial exigency or program discontinuance, the place of the faculty member concerned will not be filled by a replacement within a period of two (2) years.

**14.8 A.** During a period of two (2) years from the date of termination, the terminated faculty member shall be offered reemployment in the same position should the position be restored. Any faculty member so recalled shall have thirty (30) days in which to accept such offer. Both the offer of reemployment and its acceptance or rejection shall be made by registered mail.

**B.** If a faculty member was enrolled in a health insurance program at the time of layoff during the recall period, he/she shall be entitled to purchase health insurance benefits for up to seventy-eight (78) weeks following the layoff at the group rate in effect for the bargaining unit.

C. A tenured faculty member who has received notice of layoff as the result of financial exigency shall be entitled during his/her period of notice up to \$2,000 for reimbursement for fees charged by professional placement or occupational counseling services.

D. A tenured faculty member who has received notice of layoff shall be entitled during his/her period of notice and recall to reimbursement for coursework for up to \$2,000 per semester.

*14.9 Standards of Notice for Tenured and Tenure-Track Employees*

A. In all cases of termination or program discontinuance because of financial exigency, the following standards of final notice or severance salary in lieu thereof shall apply: In the first year of service, three (3) months; in the second, third or fourth year of service, six (6) months; after the fourth year of service, one (1) year. Tenured faculty shall be entitled to fifteen (15) months of notice.

B. In cases of termination for reasons unrelated to financial exigency, the following standards of final notice or severance pay shall apply: In the first year of service, three (3) months; in the second year of service, six (6) months; in the third year of service through the sixth, one academic year; and all tenured faculty, twenty-four (24) months.

Dismissal for cause is not covered under Article 14, and in no case shall a dismissal for cause be labeled a termination for reasons related to financial exigency or program change under Article 14.

**COLLECTIVE BARGAINING AGREEMENT**

**Between The University of Connecticut Board of Trustees and The University of Connecticut Chapter of the American Association of University Professors  
Effective July 1, 2017 Expiring June 30, 2021**

**Article 27**

**REDUCTION OF PROFESSIONAL STAFF**

**27.1**

This section does not refer to probationary employees or those supported by grant funds or contracts.

a. In all cases requiring the termination of professional staff, primary consideration shall be given to the University's responsibility to offer an appropriate range of educational support services.

b. Whenever a layoff is anticipated, the President or designee shall meet and discuss

the potential layoff with the UCPEA. The UCPEA may submit its own proposal for dealing with the problem.

c. In the event that a layoff is necessary, seniority shall be the determining criterion for selecting which employees shall be laid off within a school, division, department or subdivision of a department, or program.\* Exceptions may be made to seniority based upon the following:

1. Affirmative action judged in relation to goals within the last five years for non-teaching professionals in the UCP level.

2. The first level supervisor outside of the unit has taken into consideration the skills, experience and merit of the employees in relation to the needs of the department and the least senior employee is clearly, significantly, and demonstrably superior to the more senior employee as shown through a combination of the following:

a. professional publications,

b. awards external to the University related to their profession,

c. attainment of significant skills or qualifications within their field related to the position, but beyond the minimum requirements of the position,

d. self-initiated new programs, projects, or processes that advance the mission of the department or University,

e. clear and consistent disparity of evaluation over the past 3 (three) years prior to layoff. This may be one element, but not the primary element used as proof of the superiority.

3. In those cases when a department is not to be eliminated entirely, and the department or sub function within a department has been able to maintain as full a range of services as possible.

\*The University shall provide UCPEA with a list of these units in September annually of each contract year.

d. When a reorganization causes two or more positions to be combined and one or more components are to be eliminated, the least senior employee from those positions that have been combined shall be laid off if all employees are at the same level. If employees are not at the same level, the least senior employee shall be laid off provided

the remaining employees are able to perform the remaining duties with reasonable orientation but not training.

e. For the purpose of this article, seniority shall be calculated as years of service based on total state employment, with part-time employees receiving a prorated share of seniority.

f. In the event that any part of this article comes before an arbitrator, it shall be understood that issues at an arbitration hearing may include failure to satisfy any of the above conditions, but not the initial decision of the University to retrench, or terminate a school, division, department or subdivision of a department, or program.

g. Any employee who has been laid off shall be offered employment in the same or a similar position if such a position becomes available during the eighteen months from the date of the notice of layoff. Employees on the recall list must notify the University of their desire to remain on the recall list every 6 months. Failure to notify the University of continued interest shall result in the removal of the individual from the recall list. Employees on layoff shall receive notice of all UCPEA vacancies, and shall be granted an interview for all positions for which they meet the minimum qualifications. Employees offered reemployment by the University must accept such an offer within 15 days.

h. When a program, department or subdivision of a department hires a laid-off employee into a position for which they would not otherwise be entitled to through recall, such employee shall be subject to a 6 month probationary period. If the employee is not retained beyond the probationary period, he/she shall be returned to the recall list in order to be on the recall list for a total of sixteen months.

i. When a program, department or subdivision of a department is recalling laid-off employees, they shall be recalled in order of seniority except in those cases where they do not have the ability and qualifications to perform the work available.

j. Notices of recall shall be sent, certified mail, to the last known address of the laid-off employee.

k. In the event of layoff, members of the unit shall be entitled to the following notice period during which they will continue working:

1. After 1 year of service: 3 months' notice
2. After 2 years of service: 4 months' notice
3. After 3 years of service: 5 months' notice
4. After 4 years of service: 6 months' notice

5. After 5 years of service: 7 months' notice
6. After 6 years of service: 8 months' notice
7. After 7 years of service: 9 months' notice
8. After 8 years of service: 10 months' notice
9. After 9 years of service: 11 months' notice
10. After 10 years of service: 12 months' notice

In lieu of the notice period provided above or some portion thereof, the University and the employee may agree to a lump sum payment or salary continuation equal to 50% of the salary that the employee would have earned.

If the employee wishes to work the notice period, but the University has compelling business reasons to release him/her, the University has the discretion to issue payment of 50% of the salary that the employee would have earned, in lieu of notice.

l. For the purpose of notice only, service shall mean service at the University of Connecticut or one of its regional campuses, rather than at another state agency. For the purpose of this article leave without pay and military service does not count toward the calculation of years of service at the University.

m. In the event of a layoff, the employee may purchase health benefits at the group rate for 18 months from the date of layoff, consistent with COBRA.

n. The University shall continue to provide counseling and outplacement functions to all UCPEA employees affected by a layoff.

o. In the event of fiscal constraints, in lieu of or in addition to layoffs, the University, in conjunction with the UCPEA, may solicit members of the bargaining unit to voluntarily separate from employment in exchange for a lump sum payment based upon the schedule in Section 27.1 (k). Such volunteers will be ineligible for the recall and reemployment rights provided in this Article. In its sole discretion, the University may deny such a request under this provision.

## **27.2**

This section refers only to members of the unit funded from grants and contracts.

a. In the event of exigencies, which require the layoff of staff funded from grants or contracts prior to the end date of the grant or contract, the principal investigator shall carry out layoffs as specified in 27.2b below.

b. In all cases requiring the termination of staff prior to the end date of the grant or contract, the primary goal of the employer shall be the maintenance of the purpose for which the grant was awarded. Among employees with equal qualifications and skills working under a grant, as this is determined by the principal investigator, layoffs shall be in reverse order of seniority at the University, with those having served least being laid off first.

### **27.3**

All terminations after twelve months of service at the University, including all non-renewals, except those for cause, shall be eligible for the statewide placement and training program.

**UCPEA Collective Bargaining Agreement between  
The University of Connecticut Board of Trustees and The University of Connecticut  
Professional Employees Association, Local 3695 AFTCT, AFT, AFL-CIO  
Effective July 1, 2016 Expiring June 30, 2021**

## **Article 13**

### **Order of Layoff or Reemployment**

**Section One.** In the event of a reduction in force and subsequent recall to work, the provisions of this Article shall be controlling.

**Section Two.** For purposes of layoff selection within a classification, seniority as defined in Article 12 shall prevail. In the event of a layoff within a job classification, temporary employees, special payroll and other supplemental workers and employees who have not completed their initial working test period shall be laid off first and they shall not have bumping rights. The restrictions herein will not apply to patients who are employed as part of their therapeutic programs or to full or part time students who are employed as part of their educational activity.

**Section Three.** When the employer determines that a reduction in force may be necessary, the employer shall notify the Union and shall meet to discuss the possible alternative proposals (1) to avoid the layoff and/or (2) to mitigate the impact on the employee(s) at least ten (10) days before taking any steps to implement the decision. Additionally, the employer and the Union shall cooperate to gather whatever information is deemed necessary to facilitate the transfer, bumping and reemployment processes.

**Section Four.** (a) The employer shall give an employee not less than six (6) weeks written notice of layoff, stating the reason for such action. During the six (6) week period the employer shall offer on a seniority basis, a transfer to a vacancy in the same or comparable class or in any other position in the same or lower salary grade the employee is qualified to fill within the Department.

To facilitate this process an employee shall receive together with the written notice of

layoff a list of Department vacancies in the same or comparable classes and a list of all vacancies in the same or comparable classes in all other State Departments within a fifty (50) mile radius. The Union shall receive a copy of all material supplied by the employee.

(b) If there are no positions to which an eligible employee can bump or transfer within the Department within twenty-five (25) mile radius, the employee shall be offered, on a seniority basis, a transfer to a vacancy in the same or comparable classification at any State facility within the fifty (50) mile radius provided that the employee meets the minimum requirements of the job. If the employee refuses to accept or if there are no transfer opportunities available, an eligible employee may exercise bumping rights as specified in Section Five.

**Section Five.** In lieu of layoff when there is no vacancy, or when the employee does not accept a vacancy, an employee may bump a less senior employee as follows: (a) The least senior employee in the same classification in the Department.

(b) If the employee does not exercise Department-wide bumping as in (a), then the employee may bump the least senior Department employee in the same classification or in a lower classification in the same classification series, at any facility of the Department within a twenty-five (25) mile radius.

(c) A permanent employee who is bumped shall have the same rights as an employee who is laid off, except that a bumpee shall receive only three (3) weeks notice; however, a bumpee shall not be terminated during the initial six (6) week period required by Section Four (a).

(d) A full time employee may bump the least senior appropriate full time employee, even if there is a part-time employee who is the least senior in the classification. If there are no less senior full-time employees available, a full-time employee may bump a part-time employee.

**Section Six.** Within one week of the availability of the list of vacancies referenced in Section Four (a) above, an employee shall provide written notice of whether he/she elects to transfer or exercise bumping rights. If such election results in a lower paying position, the employee will be placed on the appropriate reemployment lists effective the date of such election.

The effective date of an election to transfer or bump will be at the sole discretion of the State. However, the exercise of this discretion shall not impair or jeopardize the employee's election.

**Section Seven.** Reemployment. (a) The names of permanent employees who are eligible for reemployment from layoff shall be arranged on appropriate reemployment lists in order of seniority and shall remain thereon for a period of five (5) years.

(b) Employees shall be entitled to specify for placement on the reemployment list for all classes in which they have or formerly had permanent status, or are qualified to fill as determined by the Commissioner of Administrative Services and for all comparable classes as mutually determined by the State and the Union. Such employee may further specify the location or locations at which he/she is willing to consider employment.



- (c) An employee who twice fails to respond or twice waives consideration of a position in a classification within the geographic area of the employee's choice for which he/she has reemployment rights shall be sent a certified letter notifying him/her that one additional waiver or failure to respond shall result in the placement of his/her name in inactive status for that classification. An employee who, as outlined above, again waives or fails to respond, shall have his name placed in inactive status for that classification. Notification will be provided to the Union that the employee's name has been placed in inactive status. An employee will be removed from the inactive status upon written application to the Department of Administrative Service, by certified mail indicating a willingness to accept a position, if offered. In the event that an employee is appointed to a position from a reemployment list but such position is in a lower salary group than the class from which he/she was laid off, he/she shall remain eligible for reemployment to the higher position. An employee appointed to a position in a lower class shall be paid for the service in such lower classification at the closest rate in the lower salary range to his/her former salary in the higher classification, but not more than the rate he/she is receiving at the time of layoff.
- (d) Reemployment lists for classes shall be maintained by the Commissioner of Administrative Services and supplied to the appointing authorities. The Union shall be provided accurate, complete and up-to-date copies of all reemployment lists and notice of all appointments no less than once each month.
- (e) Employees shall be reemployed from layoff on the basis of seniority prior to filling a vacancy by any other means (other than reclassification of a filled position).
- (f) Employees who have been demoted or who have exercised bumping rights under Section Five (5) shall be reappointed to a position in their former class or comparable classes for which they meet the specific requirements on the basis of seniority prior to filling a vacancy by any other means (other than reclassification of a filled position).
- (g) Reclassification of position shall not be utilized to defeat the contractual commitment of this Section (Reemployment).

**Section Eight.** The bumper shall be paid for the service in such lower classification at the closest rate in the lower salary range to his/her former salary in the higher classification, but not more than the rate he/she is receiving at the time of transfer. The same step placement method shall apply in instances where an employee accepts a vacancy in a lower salary range, or is reemployed in a lower salary range.

**Section Nine.** If layoffs according to seniority have an adverse impact on affirmative action goals or if the most senior employees do not have the requisite skills and ability to perform the work remaining, then the State and the Union shall meet to discuss the issue. If no agreement is reached within the time limits of Section Four (a), the State shall lay off employees in the manner it deems appropriate, and the Union has the right to submit the issue to expedited arbitration.

**Section Ten. Impact of Contracting Out.** Impact of Contracting Out. (a) The State will not initiate the contracting out of work normally performed by employees within the bargaining unit unless two or more of the following conditions are demonstrated:

(1) the bargaining unit employees who would normally perform the work are unavailable to do the work even with a reasonable amount of overtime;

(2) the bargaining unit employees do not possess the required qualifications and skills to do the work in a qualified manner or would be unable to complete the work within the requisite time with a reasonable amount of overtime;

(3) the work can be contracted out at a lesser cost; however, any such proposal or contract shall be jointly evaluated. The State shall cooperate fully with the Union in accomplishing such cost comparison, and in providing the Union with all cost data and documents.

(4) budgetary constraints preclude the use of bargaining unit employees to do the work.

(b) The State may continue to contract out work, other than task labor, which has been contracted out historically without regard to the restrictions stated in this Section.

(c) If the State is found by an arbitrator not to be in compliance with Section 10 (a), the arbitrator's remedial authority shall include the power to assess reasonable compensatory damages and to issue a cease and desist order applicable to any similar future contracting. Grievances filed under this section may be filed directly at Step 3 of the grievance procedure. If the grievance remains unresolved, it may be submitted by the Union to expedited arbitration.

(d) During the lifetime of this Agreement, no full time permanent employee will be laid off as direct consequence of the exercise by the State employer of its right to contract out.

(e) The State employer will be deemed in compliance with this Section if; (1) the employee is offered a transfer to the same or similar position which, in the employer's judgment, he/she is qualified to perform, with no reduction in pay; or (2) the employer offers to train an employee for a position which reasonably appears to be suitable based on the employee's qualifications and skills. There shall be no reduction in pay during the training period.

**MAINTENANCE & SERVICE UNIT (NP-2) CONTRACT Between STATE OF CONNECTICUT and CONNECTICUT EMPLOYEES UNION INDEPENDENT Affiliated Local 511 Service Employees International Union AFL-CIO, CLC Effective July 1, 2016 Expiring June 30, 2021**

**ARTICLE 14**

**ORDER OF LAYOFF AND REEMPLOYMENT**

**Section One.** A layoff is defined as the involuntary, non-disciplinary separation of an employee from State service because of lack of work or other economic necessity.

**Section Two.** No employee shall be laid off except in compliance with this Article.

**Section Three.** For purposes of layoff selection within a classification within an agency or of other seniority applications under this Article, seniority shall be defined as length of continuous service in bargaining unit classifications including paid leaves and war service (see Article 13, Section One (b)). For service performed prior to October 1,

1991, bargaining unit seniority shall be equal to seniority as defined in Article 13, Section One.

For purposes of this Article, “permanent employee” shall be defined as a permanent State employee under Article 1 who has achieved a permanent appointment in a bargaining unit classification.

Bargaining unit seniority shall not be computed until permanent appointment after successful completion of the working test period and/or the trainee period in the bargaining unit whereupon it shall be retroactively applied to include such service.

Credit for seniority prior to a break in continuous bargaining unit service shall be restored to an employee who is reemployed in the bargaining unit within one (1) year of the break.

Bargaining unit seniority shall not be considered broken for individuals serving in confidential positions in bargaining unit titles. Time spent as a confidential exclusion in a bargaining unit classification shall be counted as bargaining unit seniority under this Article.

If the seniority of two or more employees is exactly the same, then classification seniority shall prevail. If classification seniority is exactly the same, priority for layoff and recall shall be determined by a coin toss or drawing lots.

**Section Four. Layoff Procedure.** When layoff becomes necessary, the agency will identify the specific position to be eliminated and notify the incumbent in writing with as much notice as possible but not less than four (4) weeks. A copy of the written notice shall be sent concurrently to the Union.

If there is more than one position in the same job classification in a work unit, the agency shall first eliminate positions in that classification held by nonpermanent employees.

The State shall prepare a list of all vacancies in the same or comparable classes in the agency in which the employee works and in other agencies within a twenty-five (25) mile radius. The list shall be provided to the affected employee(s) with a copy to the Union.

The agency shall arrange to have the employee assigned in lieu of layoff to a funded, approved vacancy in the same or comparable classification at the same work location/facility. If there is no such vacancy available, a permanent employee may exercise bumping rights as set forth in Section Five herein OR may exercise reemployment rights as set forth in Section Six herein. A nonpermanent employee shall not have bumping or reemployment rights.

In addition, prior to layoff the Employer shall consider alternatives to layoff including attrition, early retirement, transfer, or unpaid furlough.

**Section Five. Bumping.** Within two (2) weeks of the notice specified in Section Four, the employee shall provide written notice of whether he/she elects to exercise bumping rights and, if so, the position he/she has selected. This election shall be binding on the employee and failure to elect shall constitute a waiver of bumping rights. Within two (2) business days of notice to a bumpee that an employee has elected to bump

him/her, the bumpee shall provide written notice of whether he/she has elected to exercise bumping rights and, if so, the position he/she has selected. This election shall be binding on the employee and failure to elect shall constitute a waiver of bumping rights.

For purposes of layoff selection and bumping rights, full time employees and part time employees in the same classification working at least twenty (20) hours per week shall be considered as within the same category. To exercise bumping rights, however, the bumpee must assume the work schedule and hours of the employee to be bumped.

A permanent employee may bump any nonpermanent employee in the same class or in a lower class within the same classification series within the same agency. Also, a permanent employee may bump any of the following provided that he/she has more seniority than the employee to be bumped:

(1) the employee at the same work location/facility of the agency with the lowest seniority in the same class

(2) the employee at the same work location/facility with the lowest seniority in a lower class within the same classification series

(3) the employee with the lowest seniority in the same class within the same agency

(4) the employee with the lowest seniority in a lower class within the same classification series within the same agency; provided, however, that this option shall only apply if none of the options (1), (2) or (3) is available.

In the event the bumpee is a permanent employee, he/she will be allowed in lieu of layoff, to bump that employee identified in (2) or (3) above provided that he/she has more bargaining unit seniority than the employee to be bumped. Any bumpee who is a permanent employee may bump any nonpermanent employee in the same classification within the agency. Bumpee(s) will receive as much written notice as possible but not less than ten (10) calendar days. A bumpee not eligible or unwilling to exercise bumping rights as described in this paragraph may exercise reemployment rights as set forth in Section Six herein provided he/she was a permanent employee at the time of layoff.

When an employee bumps into a class with a lower salary range in order to avoid layoff, his/her rate of pay in the lower classification shall be at the closest rate in the lower salary range but not more than he/she was receiving at the time of bumping.

**Section Six. Reemployment.** (a) Any permanent employee who is laid off or who bumps into a lower class or who is placed into a durational position or into a part time position from a full time permanent position in lieu of layoff may request that his/her name be placed on a reemployment list(s).

An employee shall be entitled to specify for placement on the reemployment list for any and all classes in which he/she formerly held permanent status or which are deemed comparable. Employees must designate location preference when placed on these lists. At the time of layoff, the Employer shall provide forms on which the employee shall designate choice of reemployment list(s) and acceptable location(s). The employee shall sign all such forms. The employee will also be provided an opportunity to indicate whether or not temporary or durational positions would be acceptable.

Three waivers of positions offered from a reemployment list will result in removal from that list. A no-reply to an offer of position, which offer was sent by certified mail return receipt requested, shall be deemed a waiver. An employee will also automatically be removed from all reemployment lists if appointed to a position in the same salary group held at time of layoff, provided, however, that such removal shall not occur if an employee is appointed to a temporary or durational position or is a previously employed full time employee and is appointed to a part time position. Any employee appointed from the reemployment list to a temporary, durational or part time position shall have their rights and benefits determined in accordance with Article 22. An employee appointed from a reemployment list to a position in a lower salary group than other classification(s) for which he/she had been placed on the reemployment list(s) will remain eligible for certification from the reemployment list for the classifications of higher salary groups, not to exceed to salary group held at the time of layoff.

(b) The names of permanent employees shall be arranged on the reemployment list in order of seniority as defined in Section Three of this Article and shall remain thereon for a period of three (3) years except as provided in (a) above.

(c) An employee appointed from a reemployment list to a position in his/her former salary group will be appointed at the same step in such group as held when he/she was laid off. An employee appointed to a position in a lower salary group will be appointed to the step with the closest, but not higher, rate of pay to the one held by the employee at the time of layoff.

(d) There shall be no appointment from outside State service until laid-off employees eligible for rehire and qualified for the position involved are offered reemployment.

**Section Seven.** In the event that a layoff or bumping by seniority may have a negative impact on the affected agency's affirmative action or upward mobility programs, the Employer shall notify the Union as soon as possible, but no later than thirty (30) days prior to the layoff, and the Union and the Employer shall discuss alternatives to the above layoff selection and bumping procedure.

The application of seniority as a factor in layoff selection shall be waived when the Employer determines that there is a need for special skills such as bilingual ability, the ability to operate specialized equipment, expertise or training in a complex work assignment, or ability to relate to a specialized client group which the more senior employees are unable to perform, except after extensive training, provided that not more than five (5%) percent of the employees (but not less than one (1) person) to be laid off within a class within an agency shall be subject to this paragraph. When there is a need to apply the special skills exemption, the Employer shall notify the Union at least thirty (30) days in advance. Employer decisions shall be subject to expedited arbitration, provided, however, that no back pay remedy shall accrue to any individual employee.

**Section Eight.** The determination of class comparability shall be in the sole discretion of the Commissioner of Administrative Services and shall not be grievable or arbitrable. With respect to bumpees, the classification series and the classes assigned to each series shall be in the sole discretion of the Commissioner of Administrative Services and shall not be grievable or arbitrable.

**Section Nine.** For the purposes of this article, the Employment Security Division may, at the discretion of the Labor Commissioner, be excluded from the remainder of the Labor Department and deemed to be a separate agency.

**Section Ten.** During the life of this Agreement, no full-time permanent employee will be laid off as a direct consequence of the exercise by the State of its right to contract out. During the life of this Agreement, no full-time permanent employee will be laid off as a direct consequence of the assignment of bargaining unit work to non-bargaining unit employees.

The State employer will be deemed in compliance with this Section if:

(1) the employee is offered a transfer to the same or similar position which, in the Employer's judgment, he/she is qualified to perform with no reduction in pay; or

(2) the Employer offers to train an employee for a position which reasonably appears to be suitable based on the employee's qualifications and skills. There shall be no reduction in pay during the training period.

The provisions of this Section expire automatically on June 30, 2012, and/or upon implementation of the successor agreement. Either party may renegotiate for the inclusion of this provision or any modification thereof in any successor agreement.

**Section Eleven.** When the Employer elects to reduce the workforce, employees within the affected classifications and work locations or facilities may request layoff. If granted, the employer shall not contest the employee's eligibility for unemployment compensation. The denial of any such layoff request shall not be grievable.

The rights of such individuals shall be restricted to placement on the appropriate reemployment list and shall not include any bumping rights or any placement, training or reemployment rights from the coalition (SEBAC) agreements.

**CONTRACT Between STATE OF CONNECTICUT and AMERICAN FEDERATION of STATE, COUNTY and MUNICIPAL EMPLOYEES, AFL-CIO Locals 196, 318, 355, 478, 538, 562, 610 and 704 of Council 4 ADMINISTRATIVE CLERICAL (NP-3) BARGAINING UNIT**

**Effective July 1, 2016 Expiring June 30, 2021**

## **ARTICLE 15: ORDER OF LAYOFF**

**Section One. (a)** No employee shall be dismissed or laid off from his/her position because of lack of work, economy, insufficient appropriation, change in departmental organization, or abolition of position except in compliance with this Article.

**(b)** Except as otherwise provided in Section 2 or in Article 7, Section Eleven (Union Rights), the employee with the least seniority within the bargaining unit at the agency affecting the layoff shall be selected for layoff.

**Section Two. Seniority by Class. (a)** For purpose of layoff selection within classification seniority shall be defined by Article 14, Section One (bargaining unit seniority).

(b) Special Skills. Five percent (5%) of the employees (not less than one person) to be laid off within a class within an agency shall be exempt from the seniority factor when the State determines that there is a need for special skills. "Special skills" refers to jobs difficult to fill with a replacement except after extensive training. Where practical, the State will attempt to meet its "special skills" requirements by exempting the employees with the highest seniority among employees with the same special skills.

Management decisions on special skills shall be subject to expedited arbitration provided, however, that no back pay remedy shall accrue to any individual employee.

(d) An employee whose last service rating was unsatisfactory shall be treated for layoff purposes as having lost one (1) year of seniority.

**Section Three.** The State employer shall give an employee not less than six (6) weeks written notice of layoff, stating the reason for such action. Such notice does not apply to a bumper under Section Four. The Commissioner of Administrative Services shall arrange to have the employee transferred to a vacancy in the same or comparable class of any other position which, in the judgment of the State employer, the employee is qualified to fill within the department, agency or institution in which the employee works. If the employee refuses to accept the transfer, an eligible employee may exercise bumping rights as specified in Section Four.

**Section Four. Bumping.** In lieu of layoff an employee may bump into a lower class within the same general classification series within the department, agency, or institution in which the employee works. The bumper shall bump the employee with the lowest seniority in such lower class with less seniority than the bumper.

The bumper shall be paid at the rate closest to the rate paid at the time of layoff however; the bumper shall not be paid at a rate higher than his/her prior rate.

**Protective Services [NP-5] Bargaining Unit Contract between the State of Connecticut and Protective Services Employees Coalition IUPA/IAFF, AFL-CIO  
Effective July 1, 2016 Expiring June 30, 2021**