

P-2 Tentative Agreement

ARTICLE 14

TRANSFERS

~~Section Two. DCF Transfers. This section applies to DCF only, until and unless the parties agree otherwise. A permanent employee may apply in writing for transfer to a specific shift or work location. These applications shall be retained in an appropriate file by the agency, facility or institution. The agency shall also maintain a list of transfer applications. This list, together with a list of vacancies, shall be updated quarterly and copies shall be provided to Council #4 and the appropriate local.~~

~~In general, no application for employee transfer will be accepted within one (1) year of the effective date of an employee initiated transfer.~~

Section Two. DCF Transfers. This section applies to DCF only.

- 1. DCF Human Resources will maintain a live transfer list for all P-2 positions in all DCF locations. DCF agrees to make the list available electronically at the union's request.**
- 2. Periodically, throughout each year, DCF Human Resources will provide a secure link to a P-2 Transfer Request entry portal to all P-2 members, to enter, re-enter modify or withdraw up to five (5) actively pursued transfer requests. The P-2 Transfer Request entry portal will remain open for real-time entries for transfer requests year-round.**
- 3. All actions in paragraph 2 can be accomplished on the UKG portal:**
https://ct.employee.us.people-doc.com/login?normal_access=true
- 4. All transfer requests on the list shall be subject to the following:**
 - a. All eligibility requirements for transfers remain in effect:**
 - i. Permanent employee in good standing, no longer in a working test or training period.**
 - ii. No other transfers in the past 12 months**

iii. Satisfactory or better on the last Performance Appraisal.

- b. A Transfer Request will consist of a location and shift, and will not include a choice of unit or chain of command.**
- c. An awarded transfer will result in all other Transfer Requests for the transferring employee being removed from the Transfer list.**
- d. An awarded Transfer will require 12 months in position before a new transfer request will be considered.**

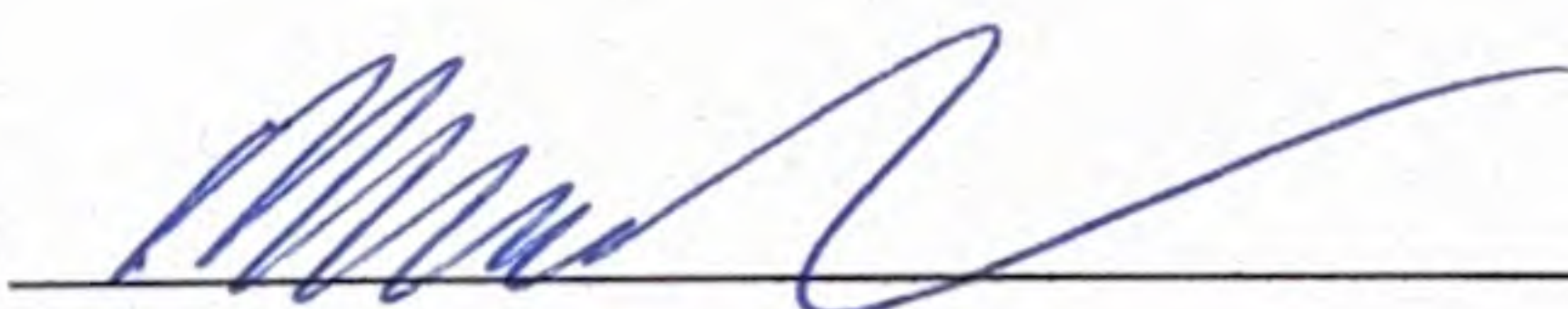
5. Must Go Clause: All transfer requests which exist on the transfer list are considered as being actively pursued, and an employee selected for an active request will receive notification that a transfer has been awarded and a start date no less than 4 weeks will be identified (based on business needs/caseload closure requirements).

- a. Therefore, it is the employee's responsibility to withdraw any requests that are on the list which are not being actively pursued using the Transfer Request Withdrawal through the portal.**
- b. The request will be considered removed within 48 hours of the Transfer Request for withdrawal.**
- c. The opportunity to decline an awarded transfer will only be considered in extreme circumstances and may require documentation to support that extreme circumstances exist. Any such requests will be considered at the next scheduled Transfer subcommittee meeting.**

6. Central Office Non-Careline positions will be advertised so that those currently on the Central Office Non-Careline transfer list can submit their intent to transfer to the position if they are selected. The position advertisement will include and Special Skills or Experience Requirements for the position. The most senior, qualified member (subject to special skill or experience requirements) will be selected from the active list of Central Office-Non Careline.

7. The P-2 Transfer Subcommittee, comprised of HR Business Partner Staff, a Labor Relations representative, Union Representatives and invited guests from either side as agreed by the parties, will meet monthly for consideration of vacancies, identification of transfer opportunities, identification of locations unable to lose staff or other destabilization factors, and identification of any positions requiring Special Skills or Experience, and swap opportunities.
8. Every month, DCF will identify needs in every location, identifying vacancies. DCF will also identify any barriers to transfers that may destabilize a work unit and create a slate of transfer opportunities according to seniority. These transfer opportunities and any identified barriers to transfer will be shared with the transfer subcommittee at least three days prior to each meeting if available. Otherwise, they will be brought to the Transfer Subcommittee meeting. The objective of the P-2 Transfer Subcommittee shall be to establish the maximum number of opportunities for P-2 movements that can be accommodated without destabilizing operations in any one location. The agency shall have the final word on destabilization. Such decisions shall not be grievable, except that the language in Article 14, Section 4, "the Union or any employee(s) may grieve concerning a pattern of unreasonable denial to qualified transfer applicants" shall continue in force.
9. The P-2 Transfer Subcommittee shall agree to fill all identified transfers from the transfer list and agree the agency can proceed to fill any remaining vacancies which have been discussed, by other means including swaps, placement on incoming outside hires/Social Worker trainees, until the next monthly Labor Management Transfer Subcommittee meeting.
10. Subject to DCF Transfer Subcommittee approval on exact timing, the parties agree to close out the Transfer list annually on or about June first, to begin a new and updated transfer list to take effect on or about June first each subsequent year.

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Article 15 Grievance Procedure

Section Nine. Arbitration

13) In cases of dismissals, demotions or suspension in excess of five (5) days, either party may 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 services of a court reporter and shall notify the other party that such request will be made. The party requesting the court reporting services shall arrange for the Court reporter and pay the cost thereof. If both parties desire a copy of the transcript, they shall notify the reporting agency and shall equally share the cost of the reporting services, and the transcript, including a copy to be provided to the Arbitrator. If only the requesting party desires a copy of the transcript, that party shall be responsible for the full cost, including a copy for the Arbitrator. Either party may also make such a request in hearings pertaining to other matters.**

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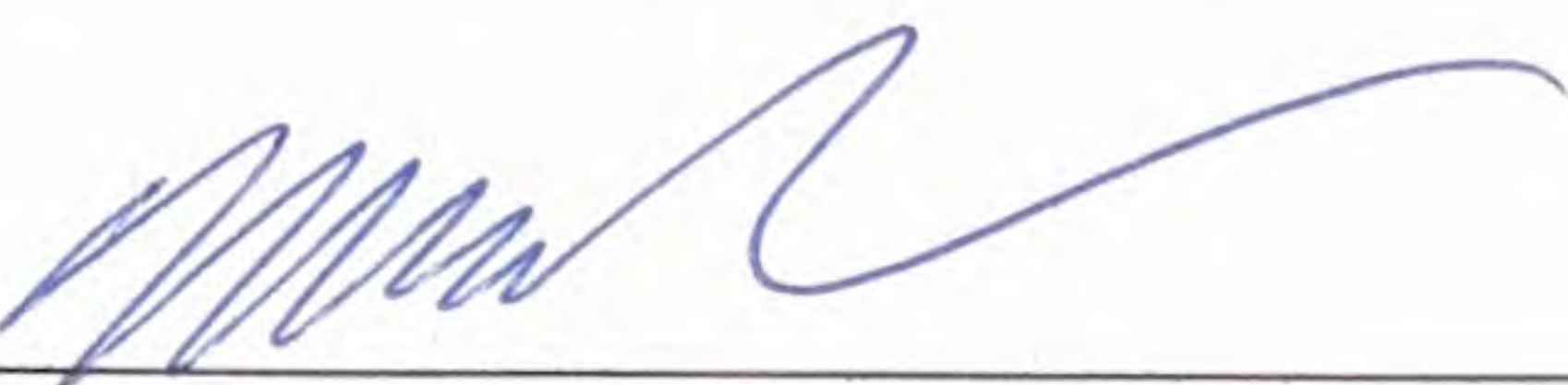
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ARTICLE 16

DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

Section Eight. An appointing authority may, pending an investigation of alleged action which constitutes ground for dismissal (including disposition of criminal charge against the employee), place the employee on leave of absence with pay not to exceed ~~sixty (60)~~ **ninety (90)** days. The employee shall be given written notice of the leave of absence with pay which shall state the effective date, the duration of such leave and the reasons why the action is being taken. A report of the leave, together with a copy of the notice to the employee shall be forwarded immediately to the Commissioner of Administrative Services. If the employee is not dismissed as a result of the investigation (or within the ~~sixty (60)~~ **ninety (90)** days), he/she shall be reinstated retroactive to the starting date of the leave, *unless the State can identify an on-going threat to the wellbeing of the staff, the public, or State property, in which case leave may be extended.* Such reinstatement, however, shall not preclude other disciplinary action under appropriate regulations. If dismissal results, notice shall be given as provided above.

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ARTICLE 18 OVERTIME

Section Three. Pursuant to C.G.S. section 5-245(b)(1), the employees in the following classification are deemed exempt from overtime payment requirements within this collective bargaining agreement:

Employment Security Appeals Referee

Employment Security Associate Appeals Referee

Employment Security Principal Appeals Referee

~~HRO Assistant Commission Counsel 1 (except as provided otherwise by the separate agreement for those functioning as HRO Investigators)~~

~~HRO Assistant Commission Counsel 2~~

Labor Department Operations Coordinator

Protection & Advocacy Program Director Youth Wilderness School Assistant Director Youth Wilderness School Director

Said exempt employees shall be allowed to accumulate compensatory time during a four (4) month period of either July through October, November through February or March through June. The employee should schedule and use his/her accumulated compensatory time within the three (3) month period following the accumulation period. In the event the employee fails to schedule the compensatory time, the agency shall schedule such time within the designated three (3) month period.

In the event the employee is not allowed to use this compensatory time within the parameters of arranged schedules, the agency, upon request from the employee or the union, shall seek permission from the Office of Policy and Management (OPM) for payment of such compensatory time within the fourth (4th) month following the accumulation period. The employee will receive either compensatory time off or straight time payment for such time.

Notwithstanding the above, when the appointing authority determines that the granting of compensatory time off would create a hardship on the agency, payment of straight time may be granted with the advanced approval of the Secretary of OPM or designee.

The above provisions for compensatory time will not apply to any employees in the above classifications who are determined by the US Department of Labor to be non-exempt and therefore entitled to overtime pay under the provisions of the Fair Labor Standards Act

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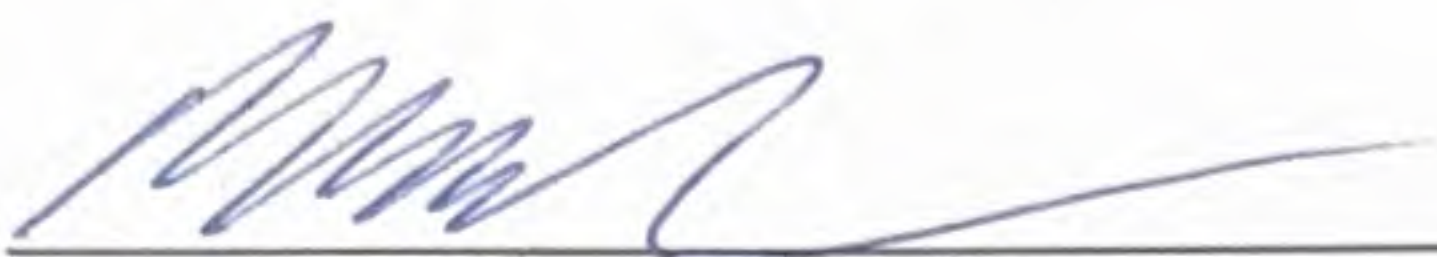
FOR THE UNION: [Signature] DATE 3/17/2026

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ARTICLE 27 HOLIDAYS

Section One. Full-time employees shall receive ~~twelve (12)~~ **thirteen (13)** paid holidays as follows: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, **Juneteenth**, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, or a day designated by the State to be observed as a holiday in lieu thereof.

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ARTICLE 28

VACATIONS

Section Two. ~~Employees who were on the State payroll as of June 30, 1977 shall accrue one and one quarter (1-1/4) vacation days per month except that employees who have completed twenty (20) years of service shall earn paid vacation credits at the rate of one and two thirds (1-2/3) work days for each completed calendar month of service. For employees hired on or after July 1, 1977.~~ **Employees shall accrue vacation time at the following rates:** the following vacation leave shall apply: zero to five (0-5) years, one (1) day per month; over five (5) and under twenty (20), one and one-quarter (1-1/4) days per month; over twenty (20), one and two-thirds (1-2/3) days per month. Vacation leave shall not accrue for any calendar month in which the employee is on leave of absence without pay an aggregate of more than five (5) working days.

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ARTICLE 28

VACATIONS

Section Six. Recognizing that some Agencies experience a lower volume of work during the winter holiday season, Agencies shall, subject to operating needs, employ reasonable measures to grant the maximum number of employees time off on the following days:

Friday after Thanksgiving

Christmas Eve

Day after Christmas

New Year's Eve

Day after New Year's Day

Requests for time off on these dates shall be submitted at least one month prior to the date and shall be granted based on seniority in state service. Department of Social Services employees shall submit requests for time off on these dates in accordance with the Memorandum of Understanding for DSS Vacation Scheduling. Alleged violations of this section shall not be subject to the grievance process.

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ARTICLE 29

SICK LEAVE

Section Three. An eligible employee shall be granted sick leave:

(a) for medical, dental, or eye examination or treatment for which arrangement cannot be made outside of working hours;

(b) in the event of death in the immediate family as much as ~~three (3)~~ **five (5)** working days leave with pay shall be granted. Immediate family means spouse, father, mother, sister, brother, or child, **mother-in law, father-in law, step-child** and also any relative who is domiciled in the employee's household.

(c) in the event of illness or injury to a member of the immediate family provided that not more than ten (10) days of sick leave per calendar year shall be granted therefor;

(d) for going to, attending, and returning from funerals of persons other than members of the immediate family, if permission is requested and approved in advance by the appointing authority and provided that not more than ~~three~~ **four (4)** days of sick leave per calendar year shall be granted therefor.

(e) Sick Leave utilized in a, b, c and d above shall not count as an occasion.

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:

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.

Sick leave taken in the event of death in the immediate family shall not be considered an occasion of sick leave **and shall not be used as a basis for progressive discipline.**

An occasion of absence shall not in and of itself carry any stigma or 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 in (a) above.

Section Seven. Miscellaneous. (a) A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave. When a full day off is granted by the act of the Governor, an employee on sick leave shall not be charged as being on sick leave.

(b) An employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to State service on a permanent basis.

(c) An employee who has resigned from State service in good standing and who is reemployed within one (1) year from the effective date of his/her resignation shall retain sick leave accrued to his/her credit as of the effective date of his/her resignation.

(d) Following exhaustion of sick leave, an employee may request an unpaid medical leave of absence. Such request shall not be unreasonably denied in cases of leave of absence of up to thirty (30) days. Extension of the leave of absence beyond thirty (30) days shall be at the sole discretion of the Employer. An employee who is granted a medical leave of absence, including such a leave for maternity disability, shall

not be required to exhaust accumulated vacation or personal leave prior to beginning the leave of absence without pay.

(e) From time to time, on an as needed basis, P-2 bargaining unit members may donate their accrued vacation, personal leave and/or sick leave to a member of the bargaining unit who is suffering from long term terminal illness or disability. Such donation may occur between different employing agencies. No employee may donate more than five (5) days of sick leave in a calendar year. **If a request for a leave donation from a union officer or steward is received by the Department of Administrative Services or designee before the relevant employee returns to work, the request shall be honored.**

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ARTICLE 31

COMPENSATION

Section One. ~~Effective and retroactive to July 1, 2021, and upon legislative approval, full-time employees shall receive a \$2,500 (two thousand five hundred dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. The special lump sum payment shall be paid upon legislative approval for those who were an active employee, who are in the bargaining unit as of March 31, 2022.~~

Effective and retroactive to July 1, **2025** ~~2021~~, and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for those who are active employees and in the bargaining unit **on the date of legislative ratification**, ~~employees who left in good standing with ten (10) years or more of state service or~~ **and for** employees who retired after July 1, **2025**.~~2021~~.

Effective July 1, **2026**, ~~2022~~, the base annual salary for all employees shall be increased by two and one-half percent (2.5%) for those who are active employees and in the bargaining unit. This will be paid in the payroll that includes this date.

~~Effective July 1, 2022, full-time employees who are active and in the bargaining unit shall receive a \$1,000 (one thousand dollars) special lump sum payment. This special lump sum payment shall be pro-rated for part-time unit employees. This will be paid in the payroll that includes this date.~~

Effective July 1, **2027**, ~~2023~~, the base annual salary for all employees shall be increased by two and one-half percent (2.5%) for those who are active employees and in the bargaining unit. This will be paid in the payroll that includes this date.

Wage Reopener for **2028-2029 (for effective date of July 1, 2028)** ~~2024-2025 (for effective date July 1, 2024)~~. Either party, by a notice in writing no sooner than January 1, **2028** ~~2024~~, may reopen Article 31 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. During any "opener" contemplated under this provision, only sections one and two of Article 31 (Compensation), shall be open and all other provisions shall remain in full force and effect.

Section Two. Retroactive to July 1, **2025** ~~2021~~ and upon legislative approval, the annual increment shall be paid for those who are active employees and in the bargaining unit **on the date of legislative ratification and**, ~~employees who left in good standing with ten (10) years or more of state service or those employees who retired after July 1, 2025 who were otherwise eligible.~~~~2021~~.

Effective July 1, ~~2026~~2022, employees shall receive their annual increments and/or lump sum payments on time for active employees who are in the bargaining unit.

Effective July 1, ~~2027~~ 2023, employees shall receive their annual increments and/or lump sum payments on time for active employees who are in the bargaining unit.

Effective and retroactive to July 1, 2025, the top step bonus shall increase to \$1,000. This amount shall not be subject to the 2028-2029 wage reopener.

~~There shall be no increase in the amount of the lump sum payment over the life of this contract.~~

Wage Reopener for ~~2028-2029~~ 2024-2025 (for effective date July 1, ~~2028~~ 2024). Either party, by a notice in writing no sooner than January 1, ~~2028~~ 2024, may reopen Article 31 (Compensation), Section 1, (General Wage Increase) and Section 2, (Increment and Lump Sum) only. During any "opener" contemplated under this provision, only sections one and two of Article 31 (Compensation), shall be open and all other provisions shall remain in full force and effect.

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MEMORANDUM OF UNDERSTANDING

During the life of the contract, the state will complete a review for the evaluations of the following five bargaining unit classifications in the social work class series, which are under the statutory authority of the Office of Policy and Management:

Social Work Case Aide, Social Worker Trainee, Social Worker, Children's Services Consultant and Social Work Supervisor.

If the Social Work Case Aide is the subject of previously completed Objective Job Evaluation, the class shall not be evaluated a second time.

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ARTICLE 45

TUITION REIMBURSEMENT

Section One. Any employee who has completed six months of service and is continuing his/her education in a job related area, or in an area that will assist the employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of eighteen (18) credits or the equivalent per year. **Employees must be aware that receipt and amount of reimbursement is not guaranteed and depends on availability of funds.**

Section Two. There shall be a fund for the purpose of tuition reimbursement. The State shall allocate to this fund **\$350,000** ~~\$300,000~~ effective upon legislative approval and retroactive to July 1, ~~2025~~ **2024**. **Effective July 1, 2026, the allocation shall increase to \$400,000** annually thereafter for each year of this agreement.

The funds that are unexpended in one contract year shall carry over into the next contract year provided, however, that the tuition reimbursement fund will expire on the expiration of this Agreement. The previous sentence notwithstanding, applications for tuition reimbursement that are submitted and approved within the final six (6) months of the Agreement may be paid, with any remaining available funds, up to three (3) months following expiration of this Agreement.

Section Three. An employee applying for tuition reimbursement must submit the appropriate forms not less than two (2) weeks prior to the start of the course. After approval has been received, if the employee decides not to take the course(s) or to drop a course(s), he/she shall notify the Employer so that funds may be utilized for another employee. Upon presentation of evidence of payment and successful completion of the course(s), the employee shall receive tuition reimbursement as follows:

- (a) Effective July 1, 2017, maximum reimbursement shall be equal to **75% of** the applicable University of Connecticut resident credit hour rate, but at no point shall it be less than \$150.00 per credit hour for undergraduate classes or \$250 for graduate.
- (b) For other courses or programs, reimbursement shall be available at 50% of the above rate.

Section Four. Tuition reimbursement for external degree programs and for courses offered at non-accredited institutions or non-credit courses shall be subject to prior approval by the Department of Administrative Services Human Resources professional Development.

Non-credit courses will be converted to an equivalent number of credits for the purpose of computing reimbursement. For example, six to fifteen hours of non-credit classroom time will be considered the equivalent of one credit.

For external degree programs, the enrollment fee and the examination fee for up to six examinations per year shall be covered by tuition reimbursement. **Charter Oak State College** shall not be considered "external" for the purposes of this article.

Section Five: The processing and payment of tuition reimbursement funds shall be paid out on a "first come, first served" rolling basis as referenced in the Memorandum of Understanding between the parties dated August 6, 2024, which memorialized the one time tuition reimbursement fund contribution of P-2 Locals 269, 714 and 2663 of \$760,394.80 and is incorporated here within.

Section Six: The parties agree to meet no earlier than January 2028 to evaluate usage of the tuition fund. If after reviewing the data the parties determine that different percentage reimbursement rate would benefit more P-2 employees, the parties may agree in writing to increase or decrease the current reimbursement rate of 75%. Any change shall not be applied retroactively and shall expire at the end of the contract. If the parties do not come to a mutual agreement, the rate shall remain the same.

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ARTICLE 49

DURATION OF AGREEMENT

This Agreement covers the period ~~July 1, 2021 to June 30, 2025~~ **July 1, 2025 to June 30, 2029**.
P-2 is party to separate agreements with the State, through SEBAC 2017, regarding telework and AWS.

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