

CHAIRPERSON: Senator Catherine A. Osten

SENATORS: Abrams, Formica, Kushner,
Lesser, Somers

REPRESENTATIVES: Abercrombie, Betts,
Candelaria, Case, Currey,
Dathan, Dauphinais,
Dillon, DiMassa, Felipe,
France, Gibson, Gilchrest,
Haddad, Hall, Horn,
Johnson, Lavielle,
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Nolan, Pavalock-D'Amato,
Petit, Porter, Rotella,
Ryan, Simanski, Simms,
Tercyak, Walker, Wilson,
Zupkus

SENATOR OSTEN (19TH): Good morning, everybody.
We're going to start the process of today's hearing.
So, we're going to start with the Office of Policy
and Management, Fae Brown-Brewton and Adam Garelick.
Go over. You can start when you're ready.

FAE BROWN-BREWTON: Good morning, distinguished
members of the Appropriations Committee. My name is
Fae Brown-Brewton. I'm the Undersecretary for Labor
Relations in the Office of Policy and Management.
The proposed resolutions represent the conclusion of
negotiations and an interest arbitration for an
initial contract between the State of Connecticut
and employees in the Department of Children and
Families with AFSCME Council 4, Local 3419. This
initial contract covers approximately 100 former

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managers in the job classification of program supervisor. On June 6, 2017, the Union filed a petition with the Connecticut State Labor Board seeking to organize all program supervisors in DCF. The Labor Board certified the bargaining unit on August 10, 2017, less than two weeks after the Legislature had approved the 2017 SEBAC agreement. The State and the Union commenced negotiations thereafter. The parties reached tentative agreement on many subjects but could not reach an agreement on several economic issues including wages. Despite attempts at mediation, the parties declared impasse, and the interest arbitration ensued.

The arbitration focused on wages, the right to earn compensatory time and whether employees in the new bargaining unit would retain the vacation benefits they had enjoyed prior to organizing. Following 4 days of hearing, the arbitrator issued an award which is the subject of these proceedings. Because this unit organized in the midst of the 2017 SEBAC discussions, the prior administration extended the SEBAC economic framework to this new unit. This included the 3.5 percent general wage increases for 2019 and 2020, a \$2000 dollar one-time lump-sum payment upon legislative approval, and three furlough days and job security through June 30, 2021. The only open question with respect to wages was whether the employees in the bargaining unit would receive an annual increment in addition to the general wage increases.

A summary of the last best offers that were submitted and awarded is set forth in the written testimony you've been provided. The arbitrator awarded the Union's last best offer of 2 percent annual increments in each of the last two years of

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the contract over the State's last best offer of 1.5 percent. The arbitrator noted that many of the program supervisors earn less than their subordinates who are eligible for overtime. The arbitrator also found that the cost of differential of two proposals was only \$50,000 dollars each year which, according to the arbitrator, represented a small portion of the overall compensation package. Finally, the arbitrator concluded that a 2 percent annual increment for the program supervisors was more consistent with the increments offered to 16 other bargaining units under SEBAC 2017. The arbitrator awarded the State's last best offer that required program supervisors to work more than 50 hours per week in order to be eligible for compensatory time off. The Union had proposed compensatory time for all hours worked in excess of 40 hours in a week. The arbitrator noted that this was a critical issue for the parties. She found that the employees with the level of responsibility and educational background of program supervisors are often required to work outside of regular working hours in order to meet the needs of clients. Moreover, the arbitrator concluded that the Union's last best offer requiring comp time after 40 hours would have an unpredictable effect on the Department of Children and Families operations. Finally, the arbitrator selected the Union's last best offer allowing program supervisors to retain vacation leave benefits that they had received as managers. Specifically, the State had proposed eliminating the statutorily provided additional vacation days that managers received between 11 and 15 years of seniority. This would have brought program supervisors in line with the majority of the other bargaining units. The State also proposed capping

the program supervisors' maximum vacation accrual at 480 hours or at an individual's accrued level if higher than the 480 at the time of legislative approval of this agreement. Instead, the arbitrator selected the Union's last best offer which maintains the accrual limit at 960 hours for current program supervisors but reduces the limit to 480 hours for employees who entered the unit after legislative approval. The arbitrator concluded that in light of the long hours and stresses of their job, program supervisors should retain the vacation benefits they enjoyed prior to organizing. Moreover, the arbitrator noted that the Union's last best offer was identical to the State's and that it will limit all new program supervisors to a maximum vacation accrual of 480 hours.

This agreement reflects the end of contracts that are driven by the 2017 SEBAC wage pattern. While the result from State's perspective is not optimum, I urge you to approve the award. A rejection of the award statutorily returns the matter to the parties for further arbitration. Any award resulting from that subsequent arbitration is deemed automatically approved even if it is less favorable than what is presented here today. We believe this is a fair agreement that prioritizes DCF's critical operational interest which acknowledging the important role that the program supervisors have in protecting Connecticut's children and serving their families.

Adam Garelick and I are here to respond to any questions that you may have concerning the negotiations and the arbitration award.

SENATOR OSTEN (19TH): Thank you very much. Are there any comments or questions? Representative Lavielle.

REP. LAVIELLE (143RD): Thank you very much, Madam Chair. Good morning, and thank you both for being here. I have one question on your testimony and then a few others regarding matters from the contract and the award. Somethings jumped out at me when you were just speaking on the second page of your testimony. We know that one of the conditions that the arbitrators consider is whether what's being awarded is consistent with what other employees in other units are getting. Right?

FAE BROWN-BREWTON: Yes.

REP. LAVIELLE (143RD): And I just wonder if I'm off base here. In the first paragraph on your second page, it talks about the arbitrator concluded that a 2 percent annual increment for program supervisors was more consistent with those offered to 16 other bargaining units. Okay, good, right. That's consistent with what we hear. And then down in paragraph three, it says that when you go on to the vacation thing, your testimony specifically mentions that the State's proposal to eliminate the statutorily provided additional vacation days that managers get beyond 11 and 15 years -- that would have brought them in line with most other bargaining units, but instead the arbitrators decided not to accept that and to go with the Union's proposal. So, why was it important to have one aspect, one issue consistent with other units and another not?

ADAM GARELICK: Good morning. I would note that --

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SENATOR OSTEN (19TH): And Adam, if you could just identify yourself for the record, please. Thank you.

ADAM GARELICK: Sure. My name is Adam Garelick, and I'm a principal labor relations specialist with the Office of Labor Relations and Chief Negotiator for this contract. I would note that there actually are -- there is one contract where former managers did maintain their managerial vacation accruals, and that was in the Attorney General's unit -- both the department heads and the Assistant Attorney Generals -- so there was precedent for that. In terms of the arbitrator's reason, she stated that these employees based on the testimony had a substantially high case load. They worked many hours, some of them 50-60 hours per week with no additional compensation, and she found that if the State had deemed it appropriate to award vacation accruals at the level they had as managers when they were managers that would be appropriate for them considering they'd be doing the same job even when they're in the bargaining unit.

REP. LAVIELLE (143RD): Do they get compensated more highly for it because they get comp time, whereas they didn't used to get it as managers? How does that work?

ADAM GARELICK: The compensatory time will be effective after a program supervisor works more than 50 hours in a given week. So, they won't be paid for that. It will just be an accrual of time. It has to be preapproved by a supervisor in writing, and then at a later date with approval, the program supervisor can use that bank of time, that compensatory time.

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REP. LAVIELLE (143RD): Can use it as off time or --

ADAM GARELICK: Correct.

REP. LAVIELLE (143RD): Okay, well thank you. I have another line of questioning on a particular concern here which is the -- will start with, if you could explain to us the process by which state employees can be certified as a collective bargaining unit. Because we had some people here who had one title and they've gone to another; so, I just a couple of questions about that because I think it's important.

ADAM GARELICK: Are you referring to the program managers going to program supervisors?

REP. LAVIELLE (143RD): Yes. So the first thing is what is the actual process by which -- that they have to go through to be certified as a collective bargaining unit.

ADAM GARELICK: Sure. So the process begins with a Union filing a petition with the Connecticut State Board of Labor Relations. At that point, there's a process whereby the Union needs to demonstrate a showing of interest on behalf of the petition for employees. The State has an opportunity at the Labor Board to demonstrate whether the individuals are managers or confidential employees, in which case, they would be excluded, or they would not be permitted to organize based on statute. Once a determination has been made that a unit is appropriate and can go forward and organize, the Labor Board certifies the unit, and then at that point, it is incumbent on the Union to file a demand to bargain with the State to determine what the

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benefits and terms and conditions of employment will be for that unit.

REP. LAVIELLE (143RD): So, these particular employees, the 99 or 100, whatever the right number is. What is the right number, by the way?

ADAM GARELICK: At the time of certification, it was about 104 or 105. Right now, it's about 100.

REP. LAVIELLE (143RD): Okay, thank you. The OFA thought it was 99 yesterday; that's why I ask; it's not too important. So, these employees were all managers, right? And managers as we understand it -- am I correct? -- are not eligible for collective bargaining?

ADAM GARELICK: That's correct.

REP. LAVIELLE (143RD): So, there was a process that they had to go through to get classified in another way, as I believe it's program supervisors. So, program supervisors who, in turn, oversee other supervisors who, in turn, manage other staff. I believe they're social workers and so on. So, what is the authority by which the State can simply unilaterally reclassify a group of employees to become classified as people who can collectively bargain?

ADAM GARELICK: The authority would come from the State Labor Board which issues a certification recognizing that unit as a bargaining unit which the State is required to negotiate with.

REP. LAVIELLE (143RD): And who does the -- forgive me for not knowing this -- but to whom does the State Labor Board answer?

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ADAM GARELICK: The State --

SENATOR OSTEN (19TH): Excuse me, Adam. I just want to make sure that we're using the right titles of all these boards because this is going to get confusing.

REP. LAVIELLE (143RD): I agree with you.

SENATOR OSTEN (19TH): I've been through this, so I want to make sure that we're all doing this correctly. The State Labor Relations Board is different than the Office of Labor Relations. The State Labor Relations Board makes the certification of a potential bargaining unit having the ability to bargain collectively. There is a state statute that they go by which defines what a manager is, and while the title was manager, the State Labor Relations Board found that this bargaining unit did not meet that statute. So, I think you many want to ask what is the reference of that statute so that that would be the initial -- I'm telling you what questions to ask, Representative, but I don't want to get this to be more confusing than what it is.

REP. LAVIELLE (143RD): I appreciate that.

SENATOR OSTEN (19TH): So, if you wouldn't mind, just saying how does the State Labor Relations Board make their determination, what do they base that on.

REP. LAVIELLE (143RD): Absolutely. Well, I will ask that question. Thank you. On what does the State Labor Relations Board base its determination that a group of individuals is eligible for collective bargaining?

ADAM GARELICK: Sure. So the definition of a manager is set forth in Connecticut General Statute

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5-270(g). There are four criteria of which the State must demonstrate that an employee satisfies at least two of them. I can tell you that a definition of a managerial employee, that the first criteria is responsibility for direction of a unit or subunit of a facility or a major division of an agency or assignment to an agency head staff. The second criteria, development, implementation, and evaluation of goals and objectives consistent with agency mission and policy. The third is participation in the formulation of the agency policy, and the fourth is a major role in the administration of collective bargaining agreements or major personnel decisions or both including staffing, hiring, firing, evaluation, promotion, and training of employees. So, that's what the Labor Board considers when assessing whether an individual employee is a manager or not.

REP. LAVIELLE (143RD): So, if I understand properly -- okay, so they have to meet two of those criteria, but before we go into that, if you're a manager, and you're not eligible for collective bargaining. I mean if you're just a manager sitting there, you, nevertheless, to be a manager, must have a major role in collective bargaining?

ADAM GARELICK: Under the statute, yes; however, that is obviously subject to a petition in which it's up to the State to demonstrate that that is, in fact, true.

REP. LAVIELLE (143RD): Yes, I'm just -- it's appears to me strange or contradictory that someone who is not eligible for collective bargaining and doesn't participate in it, at least as someone who is part of a Union, must be a -- one of the criteria

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for deeming them someone who can't is that they do. Does that make sense?

FAE BROWN-BREWTON: Actually, the difference is, is the role in collective bargaining set forth in statute would be a role in negotiating contracts on behalf of management, and that level of participation versus being within the bargaining unit that is certified. It is, therefore, not meeting that particular criteria set forth in statute.

REP. LAVIELLE (143RD): Okay, so they would be participating on behalf of the State.

FAE BROWN-BREWTON: Yes.

REP. LAVIELLE (143RD): Okay, thank you. So, which of the -- what did the people concerned in this negotiation not meet in terms of those four criteria? Or did they meet two of them?

ADAM GARELICK: They did not meet the criteria, and the prior administration. This was a recognition agreement because they did not satisfy two of the four criteria, the State recognized this unit, at which time the Labor Board certified the unit.

REP. LAVIELLE (143RD): Which two did they not meet, or which -- yeah, which two, I guess three, did they not meet?

ADAM GARELICK: So, they did not meet two, three, and four. Some of them may have arguably had direction for a subunit, but none of them satisfied two of the four criteria.

REP. LAVIELLE (143RD): So, are the people who were deemed eligible, were they an entire group, or were

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there others who were at their level as manager who are not included?

ADAM GARELICK: Everyone who was classified as a program supervisor is deemed eligible in the unit.

REP. LAVIELLE (143RD): But, before that, they were managers. Let's say there were 100 of them; they were managers. Were there more than 100 who are not being reclassified?

ADAM GARELICK: No, no, there's only 100 in this classification who went from being manager to bargaining unit.

REP. LAVIELLE (143RD): Okay. So, then the process - - what you're telling me is that they were not properly classified to begin with.

SENATOR OSTEN (19TH): Excuse me, Representative. These two people, of whom Fae has been in this particular process of this, is on the bargaining side of this. The State Labor Relations Board cannot change those who have manager in their title unless there is a petition. So, many of these job classifications have been around for years. Many of the people that had a definition in their name or part of their job classification name that said manager never met the definition of managers overall. The State has never gone through to identify the job titles of the job classifications. That would be essentially a Department of Administrative Services and in many cases, a different organization that people can go to for reclassification of their particular titles.

So, I don't want to -- again, these questions that you're asking, albeit appropriate, may not be able to be answered by the two people in front of us,

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although they are well versed with this process, but there are -- many of the accretions that we did last year were accretions because those people didn't meet the standard of a manager. Other job classifications have looked at reclassification in a different methodology for the Employee Review Board, and that's generally handled under the Department of Administrative Services or at least through -- in the auspices of their building.

So, I just wanted to sort of get back to the point of this particular contract, and I understand -- I think I understand where you're going; I may not. But we may need to have a tutorial on all job classes to have this. There are other job classes that are looking to morph away from being considered managerial that do not meet the standard, or the ones that are trying. We did many last session, and I have a -- this is the contract that we did last year. If anybody is interested in getting a copy of that, I have copies for people. But I don't want to today, and I'll give you as much latitude as you need to come to consensus on this, but this particular hearing is about the contract in front of us, and they have nothing to do with what the State Labor Relations Board determines on a job classification or a unit, possible unit recognition. So, I don't want to sort of muddy the waters a little bit. You know what I mean? I'd like to know sort of where -- do you want to know all job classifications? Do you want to know all managers? How do you want this to play out? Do we need to get some more information for you sort of for the future? It's just a question.

REP. LAVIELLE (143RD): I appreciate your explanation. I certainly understand if the people

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who are speaking with us don't have the answer to something. I welcome your telling me you don't have the answer if that's the case, but if it is, then we need to also speak with people who do have the answers. But the reason that I'm asking these questions is because I don't recall in the 12 or 13 that we did last year that the question of people actually changing job titles in order to enter into a collective bargaining exercise that it came up to such an extent. So that's why I'm asking the questions.

What I'm also trying to find out is that what I am hearing is that well, in fact, this is a determination that without anyone trying to speak for the State Labor Relations Board, which I understand wouldn't be appropriate, but it seems to have been, from what I'm hearing, a determination that was made because were these people to have stayed with their existing classification, that would have actually been inappropriate because they didn't meet the criteria and that that is the reason that they're doing this. But I also see that clearly there are advantages to them in changing their job titles and classifications and receiving their conditions that they're receiving. So, I'm really just trying to get a handle on that, and I'm not going to talk all day because I want to give other people the chance to ask questions. I will probably have one at the end.

SENATOR OSTEN (19TH): So last year, just so you have the information, we did public defenders and supervising attorneys which were deemed as managers before they made a determination that they wanted to join in a bargaining unit. That was true of the people that accreted into the Judicial Professional

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Employees Union. The assistant attorneys general and department heads were deemed before this as employees that did not -- that were considered under the managerial statutes, the tax attorneys, and deputy wardens. So, many of the -- and then we also had judicial professional employees that accreted in for seven employees and fiscal administrative managers, who accreted in, 28 of them, and the plant facilities engineer nine. So, last year maybe people didn't hear it, but it was the same situation that we had where people had been prior to their wishing to have a discussion about perhaps organizing, they were considered to be -- they were considered to be, for lack of a better term, managerial employees. So, we did many of this last year.

REP. LAVIELLE (143RD): Well, again I remember that there were managers, and this may be my memory that's going awry, but I don't remember that they had been inappropriately classified, for whatever reason, at the level where they were classified before they changed. So, I'm just trying to get a handle on that and what that means. Ans, I'll ask one final technical question that maybe, Senator, you want to answer or our guests today. To whom does is the State Labor Relations Board accountable? Under whose oversight is it?

SENATOR OSTEN (19TH): It falls under the auspices of the Department of Labor.

REP. LAVIELLE (143RD): Okay, thank you. I appreciate that; that is clear. I may have a question at the end, if that's all right, but I want to let other people have a change to ask questions.

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SENATOR OSTEN (19TH): Yes, and do you want a copy of -- would you like copies of the last year's collective bargaining agreements? (I have them all). I don't know if everybody has one. Does everybody want -- I have made copies so that we can --

REP. LAVIELLE (143RD): Well, sure, why not. Thank you.

SENATOR OSTEN (19TH): Yeah, just take one pass it down. Next up is Representative Case.

REP. CASE (63RD): Thank you, Madam Chair. Thank you, Madam Chair. Good morning. In Appropriations, I believe in the past couple years, this is an agency that we really worked hard to bring down the overtime and the huge expenditures that the previous administration had within this department. Looking through this agreement, I have a few questions. So, basically, with the other agreements that we passed out last year, the time off still consists of the 45 days. Is that correct? Through you, Madam Chair.

FAC BROWN-BREWTON: The bargaining units statutorily already have those days off. Those are provided by statute. So, the 12 holidays, the 15 vacation days until after you've gone beyond 15 years -- those are all provided by statute. And three personal leave days, and there's more; 15 sick days a year. So those were already vested before we even get to the bargaining table, and it's difficult to take something away once the employees already enjoy it.

REP. CASE (63RD): So, through you, Madam Chair. Instead of taking away, we've given more because if you look at what we tried to do was cut down on overtime. So instead of overtime, somebody who's -- this is a question. If somebody, a salary employee,

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is working more than 50 hours a week, they're eligible for comp time which is still paid time off which is still paid time off, is that correct?

FAE BROWN-BREWTON: Comp time is paid time off, but.

REP. CASE (63RD): So you are adding to the nine-and-a-half weeks of paid time off?

SENATOR OSTEN (19TH): So, she has an answer to it. I just want her to answer your first question, Jay.

FAE BROWN-BREWTON: The comp time is paid time off, and the arbitrator awarded the State's last best offer which made it possible that that not be credited until after they worked 50 hours as opposed to the 40 which the Union had proposed.

REP. CASE (63RD): So, through you, Madam Chair. How do you get to the 50 hours, and you explained before that you had to get supervisor approval before that, but if you're out on a case and you're going over the 50 hours, you can't get previous approval for over 50 hours. Is that correct?

ADAM GARELICK: I just want to clarify when these employees were managers, they did have -- they were eligible for compensatory time. So that hasn't changed. There was some testimony at the arbitration that these employees were not aware that they were eligible for overtime, but, in fact, they were. So what this did, what the contract does is it sets it explicitly in contract that they are entitled to is at 50 hours. So, I wouldn't say that they have something now that they didn't have other than a contractual right to it.

REP CASE (63RD): So with the Appropriations' hat on here, we have worked very hard in subcommittee of

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Appropriations to cut down on the "overtime" in this agency, and now, in fact, with this comp time that's been figured into this new contract, we're adding back in to that and making that number big again. Am I correct in saying that?

FAE BROWN-BREWTON: I would say that the individuals have worked to the excess hours.

REP. CASE (63RD): I'm not asking that. I'm saying are we adding back in to the "overtime" costs to the agency by this act of this contract that we tried to alleviate with this new commissioner, which has done a great job with that, to try to lower the overtime costs, and now we're doing it in a different name in comp time, which is still adding to the budget of DCF. Am I correct by stating that?

FAE BROWN-BREWTON: I don't know that I necessarily agree that the overtime cost, which is compensation at time and a half, is the same as compensatory time off which is time banked at straight time rate. I wouldn't know that I'd agree with that.

REP. CASE (63RD): Okay, so you're getting paid a salary, you're taking comp time, and you're getting paid for that comp time. Is that correct?

FAE BROWN-BREWTON: That's correct.

REP. CASE (63RD): So that's above and beyond what we have in the budget for salaries. Is that correct?

FAE BROWN-BREWTON: No, because I'm not familiar with the particulars of the budget. I just feel ill-equipped to respond.

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REP. CASE (63RD): So, if you have a line item that's salaries, and somebody gets comp time, does that money come out of the salary account or does that money come out of comp time account?

FAE BROWN-BREWTON: Because I'm not familiar with the budget, I would guess it's salary, but I do not know.

REP. CASE (63RD): Okay, well there is a line item that goes for overtime, and that was totally exorbitant and huge within this agency, and this commissioner at this time has done a great job to eliminate and bring down that number because it was a little bit getting out of hand. So, we'll move on, we'll move on with this.

FAE BROWN-BREWTON: Excuse me. I do have Greg Messner from the Budget Division who prepared the cost estimate, who is very equipped to respond to that specific concern.

REP. CASE (63RD): I would love to hear it from him, if that's okay, Madam Chair.

SENATOR OSTEN (19TH): Thanks. Thank you, Representative Case, for allowing me to call up Greg. Thank you. Please go.

GREG MESSNER: Greg Messner from OPM of the Budget Division. So, no there's not an increasing cost as a result of those working comp time. Those people certainly are paid for those hours that they're -- for the used comp time. That's in recognition of hours that they weren't paid for. So there was sort of comp time earned which is hours that they're paid for, and then there is comp time used which is those same hours which they get paid for at their normal salary. So, there's no increase in overtime. These

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people are paid the same amount, you know, every two weeks.

REP. CASE (63RD): So, by moving to anybody over 50 hours getting comp time, we're not going to see any increase in the budget. Is that correct? We will not see any increase in the budget?

GREG MESSNER: Absolutely.

REP. CASE (63RD): Thank you. Well we'll move on to other questions. So what is the turnaround time within this contract for somebody who's worked over 50 hours? Say there're at the 50 hours, but they're out on a case working which DCF does often. You spoke before that you need prior approval to work over 50 hours. How do you get prior approval if you're out in the field? You don't know what cases are coming up, but you're stuck out on a case. And I understand that these are -- this is a very difficult job, and you never know when you're going to get called out at 12 midnight or whatever. But how do you get prior approval, as was stated earlier?

ADAM GARELICK: So, if the program supervisor's schedule permits them to say in advance, "I'm at 49 hours. I know I have to work three hours tomorrow." You can send an email to your supervisor. Whatever way they can accomplish it to get preapproval in writing. If they can't get it, they don't get the compensatory time.

REP. CASE (63RD): So, if you're out working a case and you're at 49 hours, and you don't have preapproval, you go home?

ADAM GARELICK: That's not the case. It just means you don't earn compensatory time.

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REP. CASE (63RD): Okay, okay. I guess I'm a little bit as we are with previous contracts -- I'm a little bit difference of opinion that this is actually going to cost. When we got the cost estimates in the fiscal note -- are you able to answer questions on the fiscal note?

FAE BROWN-BREWTON: No.

REP. CASE (63RD): You're not?

FAE BROWN-BREWTON: No, we're not. Greg Messner certainly can.

SENATOR OSTEN (19TH): Just for clarification, Representative Case, are you asking for the fiscal note from the Office of Fiscal Analysis or --

REP. CASE (63RD): The fiscal note that we're attached that we got.

SENATOR OSTEN (19TH): From the Office of Fiscal Analysis?

REP. CASE (63RD): Yes.

SENATOR OSTEN (19TH): So the person from the Office of Fiscal Analysis will come up to answer those questions. Mr. Chaffee.

DON CHAFFEE: Good morning. Don Chaffee, OFA.

REP. CASE (63RD): Good morning.

SENATOR OSTEN (19TH): Move forward with your questions.

REP. CASE (63RD): Sure. Within the fiscal note, I have a few questions. So, in lieu of annual agreement, employees at a maximum salary will see

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the lump sum of \$74,057 in 2020 and \$85,666 in 21.
Can you explain that \$11,000 jump?

DON CHAFFEE: Yes. Thirty-four individuals are at max and will receive lump sums in fiscal 20, and there's an additional four, to make that 38 employees in fiscal 21.

REP. CASE (63RD): So there'll be how many people getting a lump sum \$11,000? Is that what the lump sum is?

DON CHAFFEE: The lump sum is 2 percent of what their annual is at the max step.

REP. CASE (63RD): Okay, and then--

DON CHAFFEE: If they were making \$100,000 dollars, it would be a \$2000 dollar lump sum payment, as an example.

REP. CASE (63RD): But also members will receive a \$2000 dollar one-time payment in fiscal year 20 at a cost of \$198,000 dollars.

DON CHAFFEE: That is correct, sir.

REP. CASE (63RD): So, that's on top of the step increase that we talked about. Okay, so I understand this comes out of the RSA, and that comes out of the RSA just for the next two years, and then it's a budgetary fixed item after that. Is that fair to say?

DON CHAFFEE: Well, the RSA account is kind of utilized as a last resort, like within fiscal 20 here, if DCF has enough money that might be lapsing in their personal services account, they would not ask for as much from OPM out of the RSA. So, OPM would only disperse what is necessary looking at all

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the components of available funds within the agency first. And then RSA would pick up the remainder.

REP. CASE (63RD): So, if we approve a budget last year for a dollar amount for the payout of employees, and now we're doing a bargaining unit here with a vote that will go to the floor. We voted on their operation expenses and their personal expenses last year. If they've increased, they have the ability to use leftover monies, not the RSA first.

DON CHAFFEE: Yes.

REP. CASE (63RD): So, we gave them a budget for a certain amount of employees, so now they can move around money if they have extra to take care of this Union contract. It doesn't come out of the RSA -- if OFA can answer this, please.

DON CHAFFEE: The agency is appropriated for personal services, and then through natural turnover and when people come and people leave. You know, we do projections every month in the office, and there may be dollars in personal services that might lapse this year. The agency would utilize those dollars -- it's in the same account -- as opposed to it being transferred from the RSA.

REP. CASE (63RD): So, I was just trying to understand this. So, the personnel account is one account, overtime is another account. It's all one -

DON CHAFFEE: It's all funded out of personal services.

REP. CASE (63RD): Even overtime and comp time?

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DON CHAFFEE: Comp time is not a budgeted item. Overtime is.

REP. CASE (63RD): How is comp time paid for through this?

DON CHAFFEE: Comp time is earned, and then the individuals who earned it are allowed to take it. They're not getting -- it's like taking a vacation day. Vacation days are not really in the personal services budget. We have a certain amount in there for accrued payouts when they leave, just normally what RSA has.

REP. CASE (63RD): Okay, but when you take comp time, if there's a lot of cases going on, you need somebody to fill that position while that person's out on comp.

DON CHAFFEE: That could conceivably come out of -- if the employee's eligible for overtime, then that would come out of their personal services budget.

REP. CASE (63RD): Okay, so the agency -- so, if I'm understanding it from you correctly, the agency's obligation is to take care of as much as they can of this contract that we are looking at today, and then the RSA would kick in if they didn't have enough to cover it.

DON CHAFFEE: I think that's a fair statement.

REP. CASE (63RD): What's left in RSA?

DON CHAFFEE: We currently have \$68.8 million.

SENATOR OSTEN (19TH): So, I have copies of the RSA, too, if people would like to have copies of not just from Representative Case but --

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REP. CASE (63RD): Okay. Thank you, OFA. I appreciate it. And the bottom line is, you know, as it was stated in many Appropriations Hearings recently, by many members that we're in a very tight budget. And I know you guys did a lot of work on trying to get these through the arbitrations, and I'm sure there's more that's going to be coming to us. Am I fair to day that? Through you, Madam Chair.

FAE BROWN-BREWTON: There is an agreement coming out of UConn for the postdoctorate fellows. It's my understanding they're finalizing that agreement, and we are in the process in my office of finalizing an agreement for a group of 11 people, former managers, that accreted into the A&R bargaining unit.

REP. CASE (63RD): I thank you for your time, and I thank you for your work with working through these contracts. Unfortunately, I cannot support the approval of these. We have too many people of our most vulnerable that are not taken care of in the State of Connecticut, and that's where I will fight my fight, but I thank you for your time. Thank you, Madam Chair.

SENATOR OSTEN (19TH): Thank you very much.
Representative Dathan.

REP. DATHAN (142ND): Thank you very much, Madam Chair. Just a couple questions for OPM and if we can also get Fae back, that would be great. We talked, and I may have missed this because I stepped out of the room, but there are 99 in place that are covered by this arbitration award. Are all the employees of the program supervisor level?

FAE BROWN-BREWTON: Yes.

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REP. DATHAN (142ND): Okay, great. Are there any open positions, unfilled positions at this level that would be coming into this agreement later?

FAE BROWN-BREWTON: We'd have to contact the agency to find out if there are vacancies that have been approved to be refilled. I don't have an answer for that right now.

REP. DATHAN (142ND): Okay. Are we aware of any retirements of these individuals coming up in fiscal year 22, are any eligible?

FAE BROWN-BREWTON: No, we're not aware of any prospective retirements.

REP. DATHAN (142ND): The other thing that we didn't point out is just in regard to comp time. The agreement says that after 12 months, the comp time lapses. So, an employee can't keep building up. But is there a cap on the amount of comp time that employees -- I didn't see anything in the agreement about the amount of hours they're allowed to bank.

FAE BROWN-BREWTON: No, there is no cap.

REP. DATHAN (142ND): Okay. Because in looking at the overtime report, we have \$11,100,000 dollars in DCF. So, I'm just kind of curious how much of our historical overtime is relating to this bargaining agreement if we have to worry about having to get -- my more concern is like what some of the other representatives said is we have to get other resources in play to be able to service, you know, the children and the families that are covered by these program supervisors.

FAE BROWN-BREWTON: There is -- this group is not part of that \$11 million that you referenced because

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they previously were not eligible for overtime or comp time.

REP. DATHAN (142ND): Got it. So they didn't get anything. So this is a whole new amount that we would have, but it's not extra because it's banked time. It's time in lieu of pay, is what we should probably say.

FAE BROWN-BREWTON: Correct.

REP. DATHAN (142ND): Does that make sense?

FAE BROWN-BREWTON: That's correct.

REP. DATHAN (142ND): Okay. Sorry if I'm misunderstanding some things. The last question I had was really for OFA and their analysis of the lump sum at maximum step. I don't know Don, thank you. Just as a comment, it would be great -- I don't know if you circulated. I just got this fiscal note at 10 o'clock this morning where I got the agreement earlier this week, so I was able to look at the agreement, but I wasn't able to look at your analysis. So, if we are having things that are financial in nature that we're expected to vote on, it would be great if we can get those in advance so that we can ask questions. I don't know if that was -- just fell through the cracks this time but --

DON CHAFFEE: We finished the note up yesterday.

REP. DATHAN (142ND): Got it. Okay, thank you very much. Could you please explain the lump sum at maximum step because I was under the understanding that that wasn't going to be a continued payment. I thought that was just a one-time, a one-off sort of payment similar to the \$2000 dollars, and it looks like it's in the fiscal year 21 annualized amount.

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DON CHAFFEE: So the lump sum at max when an employee has reached the top of their range, they would no longer get an annual increment. Annual increments in this proposal are 2 percent. If you're at your max, in lieu of the annual increment, you'll get one payment, one a year, for 2 percent of your salary. That is different than the \$2000 dollar one-time payment. That was kind of following the pattern of the SEBAC agreement in 2017.

REP. DATHAN (142ND): So when was the last time that these employees got a pay increase? Does anyone know?

SENATOR OSTEN (19TH): I actually do.

DON CHAFFEE: Yes, I believe it was 2014, yes.

REP. DATHAN (142ND): That's it for my questions for now. I might have more later. Apologies for taking so much time.

SENATOR OSTEN (19TH): You can take time.
Representative Mastrofrancesco.

REP. MASTROFRANCESCO (80TH): Thank you, Madam Chair. Thank you for your testimony. I just have a few questions for clarification. And you were just talking about the one-time lump-sum payment for \$2000 dollars. Can you tell me what is the purpose of that?

FAE BROWN-BREWTON: That was following the SEBAC 2017 pattern, and since 16 of the bargaining units received that -- that had been offered under the prior administration, the SEBAC pattern. So, that was the purpose of it was to make it consistent with what everybody else at that point in time had received.

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REP. MASTROFRANCESCO (80TH): Right. So, I'm just curious as to why. Would you know why, why are they deserving of a one-time lump-sum payment of \$2000 dollars? I mean, is there a purpose for that.

FAE BROWN-BREWTON: The purpose under the SEBAC agreement was because employees had accepted what we call a hard zero for two years. That's no annual increment, no general wage increase, and the state was looking for a third year of a hard zero. So, in lieu of the third year hard zero, the parties agreed to the \$2000 one-time payment.

REP. MASTROFRANCESCO (80TH): Okay. And then how does that correlate with this particular contract?

FAE BROWN-BREWTON: The same way. In lieu of getting a third year wage increase and increment, it's the \$2000 dollar lump-sum payment because, as I said, these people hadn't enjoyed a wage increase longer than the other bargaining units. They had not received a wage increase since 2014.

REP. MASTROFRANCESCO (80TH): The management. The management team now. Right.

FAE BROWN-BREWTON: And so that was an acknowledgement of that, as well.

REP. MASTROFRANCESCO (80TH): Okay, so they did not. Okay. And I don't know if you can answer this question. Do you know what the cost-sharing percent is that the employees are paying for medical? The percent amount or a dollar amount; do we have that figure?

FAE BROWN-BREWTON: For managers, it's 18 percent. For a bargaining unit, I can't tell you what it is today sitting here without looking, but it's

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gradually increasing to 16 percent if we haven't gotten there already.

REP. MASTROFRANCESCO (80TH): Okay. So, are the current managers right now -- they're paying an 18 percent cost-sharing? Is that to be lowered to the bargaining unit at 16 percent? They're going to be paying less?

FAC BROWN-BREWTON: I've heard of no plans to lower that.

REP. MASTROFRANCESCO (80TH): Is that in the contract of what they're paying?

FAC BROWN-BREWTON: The state managers?

REP. MASTROFRANCESCO (80TH): Yes.

FAC BROWN-BREWTON: They don't have a contract.

REP. MASTROFRANCESCO (80TH): But you're doing a contract now, right. They're going into the bargaining, but I guess I'm a little confused.

FAC BROWN-BREWTON: Okay, this group will be lowered if it hasn't already to the bargaining unit cost-share of 16%.

SENATOR OSTEN (19TH): So, this is not -- just to be really clear, Representative, the health and pension costs are through SEBAC. They're not done on an individual basis by contract. And when they were determined to be employees at the level of collective bargaining, when the decision was made by the State Labor Relations Board, that's when they automatically went under the SEBAC agreement for them. So, that's been in process for a number of years now.

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REP. MASTROFRANCESCO (80TH): So, just for clarification and understanding, this is a new group. Correct. They were paying 18 percent, whatever it was, for their medical. When is it determined that that cost-sharing would go down?

SENATOR OSTEN (19TH): When the decision was made by the State Labor Relations Board.

FAE BROWN-BREWTON: When they were certified as a bargaining unit.

SENATOR OSTEN (19TH): Exactly.

REP. MASTROFRANCESCO (80TH): Okay, so that happened prior to the legislature approving it or any of this process. It's actually automatic?

SENATOR OSTEN (19TH): Because we have already approved the SEBAC agreement, and the SEBAC agreement on pension and health care is different than the Union contract that they have for working conditions and wages.

REP. MASTROFRANCESCO (80TH): Okay, it's just a little confusing because this contract wasn't approved.

SENATOR OSTEN (19TH): Yes, but this is about working conditions and wages; it is not about health care and pensions; that is done through a different mechanism.

REP. MASTROFRANCESCO (80TH): Okay. Thank you for the clarification on that. And I notice in here on their contract, they have travel reimbursements. Can you give me a little history on that?

ADAM GARELICK: As managers, they had entitlements to reimbursements from the Department of

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Administrative Services when they traveled. What this contract provision does is it simply makes it - - it puts it in writing in the contract so it will continue. They will continue to be reimbursed as they were prior to organization.

REP. MASTROFRANCESCO (80TH): Right. And do we know what that is, the details of that, what is the travel reimbursement? I know it's probably federal whatever they get per mile, but is there anything else included in that, and do we know how much the travel reimbursement dollar-wise has been over the year-to-year?

FAE BROWN-BREWTON: No, we would have to go to the agency to find out because if they have to travel out of state, for example, on an interstate compact to take a child to a new placement, they would be reimbursed their expenses, or the State would provide those expenditures up-front.

REP. MASTROFRANCESCO (80TH): Okay. Thank you. I know Representative Case covered this, so I just wanted to clarify, on the vacation, sick time, and so forth, that begins -- am I correct I'm reading -- with six months of service, a new employee coming in, at the six months of service, these are the benefits that are offered to them for vacation and sick time and so forth. Is that correct?

FAE BROWN-BREWTON: A new employee, once they've achieved permanent status, which is after six months of employment typically, they are entitled to those vacation, sick leave, personal leave entitlements.

REP. MASTROFRANCESCO (80TH): Okay. So, and just to clarify with the rest of them, I think you said the vacation was 15 days, sick days were 15, holidays

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were 12, personal time is three. Am I right? And that's a total of 45 days which totals nine weeks per year off? Is that right? Because it's five days a week.

FAE BROWN-BREWTON: For someone who has worked for the State for 15 years, that's correct.

REP. MASTROFRANCESCO (80TH): So they get nine weeks off a year, and then every year they add on a day. Did I read that --

FAE BROWN-BREWTON: That's correct in vacation.

REP. MASTROFRANCESCO (80TH): So, it's nine weeks, okay. And then I know there was some conversation on comp time, and I understand it. They're just taking a day off. There's no additional fee to that. But the concern on the comp time is that when somebody is not there, somebody has to pick up the slack for them, right? And it can create a lot of overtime.

FAE BROWN-BREWTON: Well, it would probably be a person in the same classification, which is another program supervisor. So, no, there would not be that individual being paid overtime.

REP. MASTROFRANCESCO (80TH): Okay, so somebody's taking comp time in this particular case because it's management. It has to be another person within the same level, management, filling in.

FAE BROWN-BREWTON: Yes, or someone above, but they wouldn't go down to a bargaining unit that's eligible for overtime.

REP. MASTROFRANCESCO (80TH): Because they're not? The management if not.

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F AE BROWN-BREWTON: That is correct. The program supervisors are not. That is correct.

ADAM GARELICK: I'm sorry. I'd also like to just point out that the language that's in the contract says requests to use compensatory time will be approved based on the operational needs of the agency. So, if the supervisor believes that the absence of a program supervisor is not feasible, then that request will be denied.

REP. MASTROFRANCESCO (80TH): Okay, and is that comp time accumulated over how long?

ADAM GARELICK: It's accumulated, but if program supervisors don't use it within 12 months, then it is no longer, you can't use it, it expires.

REP. MASTROFRANCESCO (80TH): So, it's basically a use it or lose it type of thing? They don't get paid out for it.

F AE BROWN-BREWTON: That is correct.

REP. MASTROFRANCESCO (80TH): Okay. Oh, and then I know we talked about this with the contracts from last year. Is there anything written in the contract based on the Janus decision? I think we talked about that last time. There was some writing that had to be put in there based on that. I don't see that in here. Is that --

F AE BROWN-BREWTON: Well, I'll go ahead and defer to Adam, but the Janus decision effectively nullified the statutory provisions regarding the payment of fees, and, so, there wouldn't be that language in the contract because this is post-Janus, and, so, where we had to remove it from other agreements regarding the payment of fees as opposed to dues, it

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wouldn't be in this agreement because we knew legally and constitutionally we couldn't allow the Union to seek fees.

ADAM GARELICK: The Union security provision in this contract you'll see, whereas prior to Janus, contracts said that it was a requirement that employees join the Union. And you'll see the language in the Union security provision in this contract makes it permissible but not mandatory.

REP. MASTROFRANCESCO (80TH): Okay, okay, thank you. And then just one more comment. I just kind of wanted to go back to the comp time because it just strikes me as is that you know in the private sector, you don't get that privilege. You're a salaried employee. Sometimes you work 40 hours a week, sometimes you're working 50 hours a week, and that's your pay. It's just -- it's a privilege. It doesn't happen. It's not normal. In a regular working business, they don't offer that. And how much comp time is somebody able to accumulate within a year?

SENATOR OSTEN (19TH): Is that a rhetorical question?

REP. MASTROFRANCESCO (80TH): Oh, no, no, no. I'm just curious; how much can -- what is the max that you can accumulate? What would be an example of comp time?

SENATOR OSTEN (19TH): It would be for those people who -- excuse me -- who work over 50 hours. So, first they'd have to meet that 50-hour requirement, and it would depend on the needs of the agency, and as the historical perspective on this particular benefit hasn't been -- hasn't had the time to get

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the data there. I worked for private companies that have provided compensatory time. So, I don't think that that's necessarily something that can be said across the board that private companies don't offer any compensatory time. Often private companies will say, "Hey, listen, take next week off because you've been working on a large project," and, so I mean, that happens. So, that is compensatory time. So, you know, I don't think it's fair yet to have -- and we have after this discussion with the Labor Relations folks, we do have people coming from the bargaining unit to speak to us. You may ask that question through them that they would have the historical perspective of their particular bargaining unit.

REP. MASTROFRANCESCO (80TH): Okay, thanks. And so we have no data on this particular group of employees of how many have worked over 50 hours within a year. So we would have some sort of an idea of how much comp time could be accumulated or used going forward.

ADAM GARELICK: That's correct. It varies. Based on the testimony at the arbitration, it varies widely, and that was one of the reasons why the arbitrator selected the State's last best offer on compensatory time.

REP. MASTROFRANCESCO (80TH): Is that from information we were able to get.

ADAM GARELICK: Well, now that compensatory time is allowed through the contract, there will be -- that information will be collected.

FAE BROWN-BREWTON: And that is one of the things the arbitrator noted was that by allowing this we

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would be able to document and determine the utilization, recognizing that this contract would be reopening shortly.

REP. MASTROFRANCESCO (80TH): Right, and just to clarify, so they're not getting paid any overtime, which I understand.

FAE BROWN-BREWTON: Correct.

REP. MASTROFRANCESCO (80TH): So, it's not like they can take a comp day and then get paid overtime.

FAE BROWN-BREWTON: Right.

REP. MASTROFRANCESCO (80TH): Okay. Thank you very much for clarifying this. I appreciate your testimony. This is something I just think is a lavish contract for people. You know my mindset is always looking at the private sector, which I think they can manage their businesses far better than we can manage the State of Connecticut. So, my mindset is always there. So, certainly based on that, this is definitely something I could not support. But I appreciate you giving me the information and clarifying. Thank you very much.

SENATOR OSTEN (19TH): Thank you very much, Representative. Next up is Senator Formica. I just want to say that on the pay scales of State employees, they are very much for -- private sector folks that do the same job are actually making more, and if you look at the last two SEBAC agreements, the benefit package is significantly less for new employees. So, I just want to put that on the record that people doing this kind of job, if they were in the private sector, are being paid more. Always the case with the State employees was the benefit package, and now the benefit package is far

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less. So, next up is Senator Formica followed by Representative Zupkus.

SENATOR FORMICA (20TH): Thank you, Madam Chair. Good morning. Good morning to you both. Thank you and welcome. I have a question on the contract on Section 1 and Section 2. So, Section One (c) calls for a 3.5 percent increase. Correct?

ADAM GARELICK: Yes, there's a general wage increase of 3.5 percent.

SENATOR FORMICA (20TH): Yes, thank you. And Section Two (a) talks about a retroactive to January 1 of 1.5 percent increase. Is that in addition to the 3.5 percent, or am I misreading?

ADAM GARELICK: I'm sorry. Where are you referencing in the --

SENATOR FORMICA (20TH): It's on page six, Section One, General Wage Increase is (c). I believe you just answered that question. And then Section Two, right after that (a) talks about a 1.5 percent retroactive payment to January 1. So, am I reading that to be a 3.5 plus a 1.5 to be a five percent increase?

ADAM GARELICK: That's correct. That was the State's proposal.

SENATOR FORMICA (20TH): Okay, thank you. And is that --

FAE BROWN-BREWTON: But that was not what was awarded.

ADAM GARELICK: That was what the State proposed at arbitration.

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SENATOR FORMICA (20TH): Okay, so this contract -- this is not the final -- this is not the final document?

FAE BROWN-BREWTON: This is the arbitration --

SENATOR FORMICA (20TH): Because it doesn't reflect the arbitrator's award?

FAE BROWN-BREWTON: This is the arbitration award, but what the arbitrator did was summarize each party's respective positions, and, so, what you were looking at was the State's last best offer, and the arbitrator awarded the Union's last best offer which was the two percent and not the 1.5 percent increment.

SENATOR FORMICA (20TH): All right. So, this document that I have is not correct?

FAE BROWN-BREWTON: No, the document you have is correct.

SENATOR FORMICA (20TH): But it doesn't reflect the arbiter's decision?

FAE BROWN-BREWTON: Yes, it does.

SENATOR FORMICA (20TH): So, it's a bit confusing if -- are you saying the arbiter's decision is somewhere later in the contract?

FAE BROWN-BREWTON: On page 9, she wrote Issue 1: The last best offer of the Union on Issue 1 is more reasonable based upon the statutory factors to be considered and is awarded. Issue 2: The last best offer of the Union on Issue 2 is more reasonable based upon the statutory factors to be considered and is awarded.

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SENATOR FORMICA (20TH): Okay. It's my mistake. I was expecting to have a document that going to be complete with the final terms all laid out instead of going back and forth to that. But that's all right. That's my mistake. So, then it's not a 5 percent increase; it's 5.5 percent increase?

ADAM GARELICK: Correct.

SENATOR FORMICA (20TH): And is that for each successive year until --

ADAM GARELICK: That's for 2019 to '20 and 2020 to '21. So, it's the last two years of the contract.

SENATOR FORMICA (20TH): Okay. So ten percent over two years.

ADAM GARELICK: It's going to be 11 percent.

FAE BROWN-BREWTON: But it's a four-year contract.

ADAM GARELICK: Yeah, it's a four-year contract, so --

SENATOR FORMICA (20TH): But it goes back to '17-'18 --

FAE BROWN-BREWTON: Yes.

ADAM GARELICK: Correct.

SENATOR FORMICA (20TH): But none of these raises are going back to '17 or '18; they're going back to '19-'20 and then '20-'21.

ADAM GARELICK: That's correct.

SENATOR FORMICA (20TH): So, 11 percent there. Is that 11 percent inclusive of the cash \$2000 dollar award.

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ADAM GARELICK: No.

SENATOR FORMICA (20TH): So when we factor that \$2000 dollar award in, what would be the percentage increase? Or when are they getting that \$2000 dollar cash in?

ADAM GARELICK: Upon legislative approval of --

SENATOR FORMICA (20TH): Upon approval. So that would be within the two-year 11 percent. Right? So would that skew the number of 11 percent a little higher because of that extra value?

FAE BROWN-BREWTON: It would be little higher.

SENATOR FORMICA (20TH): Would we know what that percent number would rise to as a result of that?

SENATOR OSTEN (19TH): Don Chaffee, can you -- do you have any idea what that percentage is?

SENATOR FORMICA (20TH): Don knows everything.

SENATOR OSTEN (19TH): I'm not certain, but you have to -- don't yell it out, Don. Come up to the table. [Laughter] Please don't yell it out because it won't recorded.

DON CHAFFEE: Here's a crowd pleaser -- No.

[Laughter] So I just need to go find out the base, and as they alluded to, the \$2000 dollars is on top of the 3.5 and the two percent. So it is going to be a little bit higher than 11. So, I need to get the base in here and then just the adjustments. I'll be able to do that [Crosstalk]

SENATOR FORMICA (20TH): So if the base \$50,000 or \$60,000 thousand or whatever the number is, it would

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be divided by \$2000 dollars to get the percent added to 11. Is that a rough way to figure it?

DON CHAFFEE: Yes, sure.

SENATOR FORMICA (20TH): Okay, all right. But it's fair to say it would be 11 percent plus over two years as a percentage increase.

FAE BROWN-BREWTON: I'm going to ask Greg Messner from Budget to respond.

GREG MESSNER: Yeah, and I'm going to make it actually a little more complicated. So, the increase in fiscal year 20, which includes that extra \$2000 dollars, we calculated is about 6.25 percent, so that's the 3.5 percent general wage increase, the two percent either annual increment or lump sum. You know, folks are at the top step and they don't get an annual increment, it's a lump sum. Plus that \$2000 dollar and minus the three furlough days that they have to accept. It's about 6.25 percent. The increase for fiscal year 21 over fiscal year 20 is only about four percent, and the reason that that's less is both because they don't get that \$2000 dollars in fiscal year 21, and a number of the folks are already at top step, and, so, they don't get that extra two percent increase; they only get the 3.5 percent general wage increase. So, by our math, the increase is about 6.25 percent in fiscal year 20 and about four percent in fiscal year 21.

SENATOR FORMICA (20TH): Okay. So, it still resembles a 10.25 to 11 percent increase when you count the people that are at the top step will get another payment of some kind. Right?

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GREG MESSNER: Yeah, on average, a little over ten percent.

SENATOR FORMICA (20TH): They'll get -- the people that have not achieved the top step in year one who achieve the top step in year two also get a one-time payment for being at the top step. Right?

GREG MESSNER: Right. So, in the first year you reach that top of the range, you do get the two percent lump sum. So, you still get a two percent increase that year, but in subsequent years, you don't get an additional two percent. So --

SENATOR FORMICA (20TH): What do you get?

GREG MESSNER: You don't get anything.

SENATOR FORMICA (20TH): You don't get --

GREG MESSNER: You just get whatever the general wage increase is, and you continue to get a two percent increase, but it's the same two percent increase you got the year before.

SENATOR FORMICA (20TH): Okay.

GREG MESSNER: Does that make --

SENATOR FORMICA (20TH): It does. Thank you for clarifying it; I appreciate that very much. And I know Don knew that; he just wanted to give you a chance to talk about it; I think that. But thank you very much for that. That was my question, Madam Chair. Thank you very much, and thank you for your answers.

SENATOR OSTEN (19TH): And just for clarification, fiscal year 15, 16, 17, 18, and 19 are no increases in pay for this bargaining group. So, there were --

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we can't just count the last two years. The first two years of the contract, it's also the three prior years before that that there were no increases. So, it's not 11 percent of ten percent of six percent increase over two years. What it is, is it's over the last number of years. So, when you look at it, it's not just as simple as saying that these people got a raise this year, and it's six percent. They haven't gotten a raise in a very long time.

SENATOR FORMICA (20TH): Pardon me. If I just ask you a question of that while you're talking. So, the Union contract began in 18; they became eligible to be Union members in 18. And you quoted 15, 16, 17; is that -- what I'm just asking is what --

SENATOR OSTEN (19TH): I'm talking about their pay whether they were bargaining members or not, that they have not gotten a pay increase --

SENATOR FORMICA (20TH): I agree with that.

SENATOR OSTEN (19TH): That's all I'm saying.

SENATOR FORMICA (20TH): My question was when they began to be bargaining units in that period of time that you were talking about.

SENATOR OSTEN (19TH): '17.

SENATOR FORMICA (20TH): So they had all the benefits and treatment of managers prior to that, which didn't include pay increases, which is why they decided to enter a Union so that they could get the benefits of pay increase.

SENATOR OSTEN (19TH): In '17.

SENATOR FORMICA (20TH): In '17.

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SENATOR OSTEN (19TH): Correct. That's when they went to the State Labor Relations Board.

SENATOR FORMICA (20TH): All right. And this contract begins in '18 --

SENATOR OSTEN (19TH): Which may be why we should consider paying our managers at levels that they should get paid at.

GREG MESSNER: And just to clarify, the contract --

SENATOR OSTEN (19TH): Go ahead.

GREG MESSNER: The contract begins in August of 2017.

SENATOR OSTEN (19TH): Yes.

SENATOR FORMICA (20TH): Thank you. Thank you for that clarification.

SENATOR OSTEN (19TH): So next up is Representative Zupkus followed by Representative Betts, and I do have Representative Dathan down, but she is for a second time, so I wanted to make sure everybody who gets it, gets a first time. So, Representative Zupkus, you're up next, followed by Representative Betts.

REP. ZUPKUS (89TH): Thank you, Madam Chair. Good morning. This is confusing to me, so I'm trying to understand it. So, if one of -- what is overtime? Over 40 hours? When do you get overtime?

FABIAN BROWN-BREWTON: For a person who is overtime-exempt, which these people are because of the Fair Labor Standards Act, they're not eligible for overtime pay, but what we've negotiated is after 50 hours they are eligible for compensatory time.

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REP. ZUPKUS (89TH): So, between the 40 and 50 hours, that 10 hours, there is no overtime.

FAE BROWN-BREWTON: Correct.

REP. ZUPKUS (89TH): And they just get comp time.

FAE BROWN-BREWTON: After the 50.

REP. ZUPKUS (89TH): After the 50, okay. Thank you for clarifying. I just find it amazing because it doesn't -- I've heard other people say it doesn't work this way in the private sector. So, I'm just trying to understand these good benefits that are being talked about here. And I do have to agree with Representative Case. For me, we have many people in the State of Connecticut that need help in all different ways -- DMHAS, DSS, the intellectual and disabilities -- I have a difficult time with this. Thank you.

FAE BROWN-BREWTON: And I understand and agree, and those are the arguments we make to the interest arbitrator that a dollar can only be spent once, and do we spend it on a needy child or do we spend it to give a reasonably compensated former manager additional pay. Those are the arguments that the State makes.

REP. ZUPKUS (89TH): Great. And you make those arguments for us?

FAE BROWN-BREWTON: Yes, we do.

REP. ZUPKUS (89TH): Thank you.

SENATOR OSTEN (19TH): And I can verify that she's tough, very tough. Are you all set, Representative? Thank you. Representative Betts.

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REP. BETTS (78TH): Thank you very much, Madam Chair, and thank you for your testimony and answering these questions. I have a question about the compensation process, and I came in a little bit late, but I want to see if my understanding is correct. After 50 hours, to get that comp time, do they not -- do the workers not need preapproval?

ADAM GARELICK: They do need preapproval.

REP. BETTS (78TH): And do you know whether people have been abiding by that system, or has that -- is there an audit on that system?

FAB BROWN-BREWTON: Because this is a new contract, it hasn't been implemented but it will be watched and tracked.

REP. BETTS (78TH): The reason why I ask that is there was an audit report back in -- if I can find it -- an audit report in '14-'15 on a review of 20 employees who earned comp time. These were from the State auditor. And in all 20 cases, the employee did not obtain advanced authorization for comp time. And furthermore, they said supervisors initials were not on 15 of the 20 time sheets. So, the reason for comp time was not noted on 17 of the 20. I guess my question is really directed more to the Committee than you necessarily, but if we're going to do audits and they make recommendations or note problems with the system, should we not as a Committee be made aware of this, and should we not be following up to see if these procedures are being followed because these are contracts, and the assumption is people are looking and reviewing to make sure that we're in compliance. And the auditors wrote a report, clearly we were not, and

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I'm wondering why we don't factor this in as we're starting to ask questions about this.

SENATOR OSTEN (19TH): So, Representative Betts, for the Committee, we all get copies of all the audits that happen. In 14 and 15, this unit was not -- and I'm not certain if those 20 people were out of the then-called program managers or not, but the fact is, is that the collective bargaining agreement takes into account your concern in requiring now preauthorization in writing, and also for them to take the time off, a supervisor or manager will have to sign off on that.

So, we have taken that auditor's comments into consideration so that that can be addressed, and we all get those copies of those audits, and we have taken many legislative initiatives as a result of auditor comments, and I'm certain there will be many more as we move forward through the process. So, I think -- I, at least I know I don't address every single auditor comment, but I do pay attention to them, and I know you do. And, so, I think that we're getting there by paying attention to the auditor's comments and in this bargaining agreement, which was not effective in 14 and 15, to make sure that that was watched and monitored, they put in here a requirement of preauthorization to accrue the compensatory time, and they also put in here a preauthorization for them to take any banked compensatory time. So neither -- on all of this will now be -- the data will be more easily garnered.

REP. BETTS (78TH): Well, thank you, Madam Chair, but my question is really directed to the State in terms of their representing taxpayers, and I'm

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interested to learn after they get these reports and recommendations whether they have done or put in place new internal controls to ensure that we're in compliance. So, it's really more of the State that I'm asking, not just on this contract but in general. And as far as the Committee's concerned, I've asked for a number of years to have the auditors come before all the committees on their respective agencies and have specific summaries and allow us to understand, has this been a pattern, or is this an isolated incident. I just want to return to the State and ask what has been your response since that recommendation was made, and do we have any further information since that time as to whether we're making progress or we're just not paying attention to it or it's no longer a problem.

FAE BROWN-BREWTON: Is that audit report arising out of the Department of Children and Families that you're referencing?

REP. BETTS (78TH): No, it's coming out of the State Auditors and given to DCF is my understanding.

SENATOR OSTEN (19TH): The answer to your question is an auditor's report on the Department of Children and Families. I don't know if it is for former program managers that -- I don't have it right in front of me, and I didn't commit that to memory, but that would be my question from the good representative. So --

FAE BROWN-BREWTON: I would have to defer to an individual from the Department of Children and Families because I'm not within that agency.

REP. BETTS (78TH): I understand that, but were you aware of those recommendations?

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FAE BROWN-BREWTON: No, I was not.

REP. BETTS (78TH): So, when you're going in -- not you personally -- but when the team's going in, I assume that there are certain strategies for goals that they want to reach as they enter into negotiations. This would never be incorporated or included in that?

FAE BROWN-BREWTON: Well, yes, there are discussions and strategies developed. I don't want to go too deep into the woods on that, but agencies come to us with their concerns. In fact, auditors come to our office when they discover things that seem to be at odds with or different from the negotiated language in the contract, and that gives us the red light. Do we need to strengthen the language? Do we need to do something different in that particular contract because apparently the agency isn't following it? Is it too hard for them to understand how to implement? Yes.

REP. BETTS (78TH): So, very simply, was that ever discussed or part of this contract at all?

FAE BROWN-BREWTON: I'll defer to Adam; he was the chief negotiator.

ADAM GARELICK: Well, anytime there's any sort of benefit that's being extended, that's always a consideration, and that's why the language in this provision is tightly worded to ensure that there's preauthorization prior to earning compensatory time, prior to use, and that it expires after 12 months.

REP. BETTS (78TH): Okay, and I'm not trying to pin you down; I'm trying to understand the process. So, before you go into that, do you have discussions with the agency in terms of things that they've

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either accomplished, need to accomplish, or be in better position to be able to meet some of the recommendations? Do you ever have that with any?

ADAM GARELICK: Yes, as preparation for negotiations and as preparation for the interest arbitration.

REP. BETTS (78TH): So, does this contract reflect a specific response to what was raised in 2014-2015, and is it an expectation that this specific issue of comp time and getting preauthorization is going to be reviewed again.

ADAM GARELICK: So, until today I'm unaware of that 2014 report, but obviously with anything like comp time, there's stringent oversight, and, so, that's a discussion with the agency, and that took place here, as well.

REP. BETTS (78TH): Okay, thank you very much, Madam Chair. Thank you for your answers.

SENATOR OSTEN (19TH): Thank you, and, Adam, when you sit at the table, are you there by yourself?

ADAM GARELICK: There are other representatives from the Office of Labor Relations, as well as individuals from the agency.

SENATOR OSTEN (19TH): So you have access to the individuals from the agency right at the table with you when you're negotiating a contract.

ADAM GARELICK: That's correct.

SENATOR OSTEN (19TH): And those other people that you meet, do you -- in our terms -- caucus with them to discuss the individual contract items that are coming up for the historical perspective? So, you put in this contract at the request of the agency

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and other people in Labor Relations a prerequisite for compensatory time to both accrue and to use said compensatory time? Would that be true?

ADAM GARELICK: That's true. The Office of Labor Relations represents the agencies, and we work and depend on them for that information.

SENATOR OSTEN (19TH): And while they may not have said the '14-'15 audit was a problem, what they said to you was there needs to be some tightened controls about both the accrual of compensatory time and the use of compensatory time. While they may not have told you that it was as a result of a '14-'15 audit, what they were saying to you was we need to have a way to both track the accrual of compensatory time and the use of compensatory time.

ADAM GARELICK: Absolutely.

SENATOR OSTEN (19TH): And how many people come from the agency; were there two, three, one?

ADAM GARELICK: We've a team of at times as many as four or five in order to discuss the specific issues that arose.

SENATOR OSTEN (19TH): Thank you. Up next is Representative Hall.

REP. HALL (59TH): Thank you, Madam Chair. I apologize if this question has been asked. I stepped out for a few moments. This is on the same lines as the comp time. So, my question is, is the comp time hour-for-hour, and the reason I ask that is I know in a lot of the local municipal contracts that're negotiated for management positions, the comp time isn't an hour-for-hour. So, let's say an employee works, you know, an extra ten hours. They

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may be comped for four or five hours or a percentage of that over the 50-hour mark. And, you know, I appreciate the fact that the comp time doesn't kick until that 50-hour mark. I applaud you for that. Bu my question is, is it hour-for-hour? And if it is hour-for-hour, was there any other position put forth from the State with the smaller reimbursement for the comp time hours? Thank you, Madam Chair.

ADAM GARELICK: It is hour-for-hour. I can tell you that during the negotiations we didn't extend any compensatory time as a proposal. However, at interest arbitration, an arbitrator is bound to select either the Union's last best offer or the State's, and so there's a risk that if we had made compensatory time effective at 60 hours, that instead, the Union's last best offer would have been selected, and they would have gotten selected, and they would have gotten compensatory time at 40 hours. So, that's what generated our proposal -- our last best offer.

REP. HALL (59TH): So, thank you, Madam Chair. One more quick question. So, I guess my question is in negotiations -- and I don't want to get into, you know, private negotiations that are confidential -- but are those kind of items on the table when you discuss negotiating some of these different benefits? Is the State's position that maybe it makes sense to put, you know, a smaller version of what they're looking for as far as comp time or something like that, knowing that you may end up in arbitration, and they're going to realize that one-for-one in the end. So, thank you, Madam Chair. That'll be my last question.

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ADAM GARELICK: So, I think that speaks to one of the reasons why this negotiation went on for as long as it did, because we were not willing to extend the requests and the proposals that the Union had made. Ultimately, we went to interest arbitration, and there the framework changes a bit, where the arbitrator has to select one of the two. So, that's really how we ended up with compensatory time at all.

REP. HALL (59TH): Thank you for those answers. I appreciate it. Thank you, Madam Chair.

SENATOR OSTEN (19TH): Are there any other questions for the first time? Representative McCarty followed by Representative Tercyak.

REP. MCCARTY (38TH): Thank you, Madam Chair, welcome today and thank you for your answers. Could you just talk a little bit about how the State arrived at -- I know one of the issues was the vacation time, and if you could just speak to how that worked and how you decided how many days it would be and just give us an outline of that process, and what the State's final decision was regarding vacation time.

ADAM GARELICK: Sure. So, many of the bargaining units -- well, the State proposed at arbitration to actually diminish the vacation benefits of the program supervisors to bring it in line with some of the other bargaining units. And, so, that was, you know, to try to retain the distinction between managers who receive the extra days and bargaining units which, by and large, do not. As the arbitrator noted, she did not find that there was any reason to diminish the vacation days for these employees, particularly since the State had, as

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managers, determined that they should be awarded these additional vacation days, and given that they're working 60 hours with no additional compensation, she found that that was a compelling reason that they maintain the same level of vacation benefits that they had prior to organizing.

REP. MCCARTY (38TH): And, if I may, could you just comment so -- what would be the maximum at the seniority level of here at a 20-year, for instance. What is that maximum amount of days that you can take for vacation, and how does that carry over?

ADAM GARELICK: So, the bargaining unit for program supervisors who are currently in the bargaining unit, their maximum vacation accruals is 960 hours; however, for any new program supervisor that joins the bargaining unit after legislative ratification, if that occurs, will be 480 hours. So, there's a grandfathering that will reduce the vacation accruals in the future for new employees.

REP. MCCARTY (38TH): Thank you. Are you all set, Representative? I'm sorry. Representative Tercyak.

REP. TERCYAK (26TH): Thank you very much, Madam Chair. Thank you, folks. I remain confused about many things, but I'm trying to ask about just one here. Between 40 hours worked, the next 50 hours worked, they don't get comp time, which is straight time for straight time.

FAE BROWN-BREWTON: That is correct.

REP. TERCYAK (26TH): They don't get time-and-a-half overtime.

FAE BROWN-BREWTON: That is correct.

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REP. TERCYAK (26TH): They get what?

FAE BROWN-BREWTON: Nothing.

REP. TERCYAK (26TH): Zero?

FAE BROWN-BREWTON: They get zero. They work the extra --

REP. TERCYAK (26TH): Are you winning awards from the private sector?

FAE BROWN-BREWTON: Pardon me?

REP. TERCYAK (26TH): Are you guys winning awards from the private sector? Is anyplace else allowed to require by contract their employees to work for zero hours -- zero pay for ten hours?

FAE BROWN-BREWTON: Well, as managers they worked --

REP. TERCYAK (26TH): As managers, but as bargaining unit members.

FAE BROWN-BREWTON: Then they were certified as bargaining unit members, and the last best offer process of this arbitration --

REP. TERCYAK (26TH): Oh, I'm aware of how this horrible thing happened.

FAE BROWN-BREWTON: Resulted in the --

REP. TERCYAK (26TH): I'm not sure it is legal to happen in the private sector. I don't believe that we have any other bargaining units that have signed contracts that require them to go to work for nothing. For any amount of hours at any time. This is huge, and I'm going to vote for this contract even though I don't like this part of it. I think it's dangerous. I think it's bad for employees and

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society, but I do have to, in recognition of the major part of your job, say congratulations. This is stunning. Every time we're talking about comp time, before there's that discussion, people have put in ten hours for free.

FAE BROWN-BREWTON: That is correct.

REP. TERCYAK (26TH): What is the standard workweek for these people?

FAE BROWN-BREWTON: I don't know that there is a standard workweek at this level.

REP. TERCYAK (26TH): Oh, actually, I didn't mean what do they actually work, what the assignment is, whether they were 45 or 40 hour.

FAE BROWN-BREWTON: Forty hours.

REP. TERCYAK (26TH): Forty hour, okay. Thank you very much. Thank you very much, Madam Chair. I'll just sit here and be flummoxed.

SENATOR OSTEN (19TH): Anybody else for the first time? Seeing none. Representative Dathan for the second time.

REP. DATHAN (142ND): Thank you very much for letting me jump in again. Just first I wanted to make a comment before my question. I worked in public accounting for a long time, and it's standard practice to pay, they called it, toil -- time off in lieu -- every hour after 40 hours. So, my feeling is if it works for CPAs, I think it works for this agreement. You know, I understand not every sector is like that, but especially when you are working in a sector that has a variable amount of hours, and sometimes you have to jump in and help out in a time

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crunch which this Union definitely has to deal with people who are very time-sensitive manner. So, you know, you're asking your employees to jump through hoops. So, I'm very comfortable with that and just wanted to state that for the record.

My question was more about the miles reimbursement. I just wanted to double-check that that is an actual reimbursement and not an increase in income so, therefore, wouldn't be affecting pension cost.

FAE BROWN-BREWTON: It's an actual reimbursement.

REP. DATHAN (142ND): Okay, great. And then the second question I had is within the retirement, are all of these employees going into Tier IV?

FAE BROWN-BREWTON: No, they're not new employees.

REP. DATHAN (142ND): Okay, so they're -- basically, they're --

FAE BROWN-BREWTON: Wherever they came from.

REP. DATHAN (142ND): Wherever they came from. Do you have a breakout of which tiers that people are in?

FAE BROWN-BREWTON: No, unfortunately, I do not.

ADAM GARELICK: We can provide that if you'd like.

REP. DATHAN (142ND): Yeah, I'd like to have that out of curiosity. Okay, thank you very much for answering those questions, and apologies for not getting them the first time, but thank you.

SENATOR OSTEN (19TH): Thank you. Representative Lavielle for the second time.

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REP. LAVIELLE (143RD): Thank you for the second time. Thank you for your patience and your time with us. It's valuable to have your input. For clarification, seriously just for clarification, we got an organizational chart from DCF. And there are -- some people know the chart may be inaccurate; it may be outdated, and I recognize that, but I'm just asking to figure this out. There are some people called child and family program directors who would be part of the collective bargaining unit based on documents from the State Labor Relations Board. This may be inaccurate, but that's why I'm asking. So, would program directors also be part of the group, and is there a difference between program supervisor and program director?

ADAM GARELICK: They are not part of this bargaining unit, so the only individuals in the bargaining unit are those in the classification of program supervisor. Program director is a position above that.

REP. LAVIELLE (143RD): And are there program supervisors -- it's all so confusing. I think that we have things from the SLRB and from DCF that are not quite in sync. Maybe they're different years; I'm not sure, it's very hard to tell. There seem to be program supervisors who actually don't show up on the list of people who would be part of the Union. Are there any who would not, or are they all in that class?

ADAM GARELICK: Any employee at DCF who holds the classification of program supervisor is in this bargaining unit.

REP. LAVIELLE (143RD): Okay. All righty. So that's -- we probably have a chart that's expired or

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something like that. Are you at all concerned actually with regard to some of the questions about the comp time? Are you at all concerned about any possible legal challenge, given the difference between the 40 and the 50 hours of comp time?

FAE BROWN-BREWTON: No, because they are overtime-exempt by law. They are not eligible for overtime, time-and-a-half pay or compensatory time since they're in the public sector. So, no, we're not concerned about any legal challenge because there is no statutory, be it State or Federal, responsibility to compensate them beyond.

REP. LAVIELLE (143RD): Okay, so the Unions can't have any possible problem with that.

FAE BROWN-BREWTON: Oh, the Unions have problems with all kinds of -- [Laughter], but very probably, they wouldn't have them with this.

REP. LAVIELLE (143RD): Well, and you would know. All right. And I also -- we have some information from OFA. I just want to find out if this -- and OFA can corroborate if that's all right.

SENATOR OSTEN (19TH): You would like OFA to come up again?

REP. LAVIELLE (143RD): Quite possibly

SENATOR OSTEN (19TH): Mr Chaffee?

REP. LAVIELLE (143RD): Thank you. That the Union dues per employee under this agreement would be \$550.16 dollars per year; I guess that's 21.16 dollars per pay period.

FAE BROWN-BREWTON: I would have to defer to AFSCME on what the dues rate is. I do not know.

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SENATOR OSTEN (19TH): So, AFSCME will be coming up next.

REP. LAVIELLE (143RD): Okay. Does OFA have any comment on that because that's where the information came from?

DON CHAFFEE: I actually received that information from them. When asked the inquiry, I spoke with Greg, and he got me the answer very quickly.

REP. LAVIELLE (143RD): Thank you. So, I'll leave that for the next person to come before us. All right. Well, that's all that I have for the moment, and I thank you very much for all of your testimony and your answers.

FAE BROWN-BREWTON: Thank you.

SENATOR OSTEN (19TH): Representative Case for the second time. And then just so everybody knows, we still have more people to come, and then we are also going to be having a DECD meeting which I am certain that some of you people will be a part of. That starts in 15 minutes.

REP. CASE (63RD): Thank you, Madam Chair, for the second time. So, to get clarification, because there's been a lot things going back and forth. So, just a scenario -- if an employee is reaching that 50-hour mark, and they're called out at 10 o'clock at night. How do they get preauthorization?

FAE BROWN-BREWTON: They could make a call.

REP. CASE (63RD): So, but, what if the person on the other end doesn't answer, a manager. That preauthorization is no longer. Correct?

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FAB BROWN-BREWTON: They have not obtained preauthorization; that is correct.

REP. CASE (63RD): So, would that preauthorization have to be in writing in an email in order to move forward so we can audit it?

ADAM GARELICK: Yes, it has to be preauthorized in writing, and if they don't get it, they're still going to go do whatever task they're obligated to do; they just won't earn compensatory time for that.

REP. CASE (63RD): Okay, so you had also stated they're exempt employees, so they're required to do the ten hours of "regular work" before they can get to 50, but they don't necessarily have to. Is that correct? If they don't want to go for the comp time, but because they're salaried employees and they're exempt, I know in my job, I have to do 60-70 hours sometimes, and I'm exempt, and I don't get any more pay for that. But these have to do those ten hours in order to be available for comp time. Is that correct? But from what I understand, in this agency, it's such a delicate agency because you never know when you're getting called out. I know in past years, we've asked to go flex time because a lot of these cases happen after hours, and that's where a lot of our overtime was coming. How do we address that? I guess it's a two-part question. They have to do the ten hours in order to get the comp time.

FAB BROWN-BREWTON: They have to do the work that the job dictates first. So, if it's ten hours, yet; if it's 15 hours, yes, they have to do it.

REP. CASE (63RD): So, I think that we might have some questions that like I said, if they're out

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there in the middle of the night and they're at 50 hours, they can't get somebody on the phone or an email to give them permission to do comp time. Correct? So, they're --

FAE BROWN-BREWTON: They're still obligated to perform the work.

REP. CASE (63RD): Okay. So, they're not eligible for the comp time?

FAE BROWN-BREWTON: Correct.

REP. CASE (63RD): And then there've been questions on travel time. Don't most of these people have -- drive into State cars?

ADAM GARELICK: No, no. I don't know whether some of them do, but there're 100 of them, and most do not have a State vehicle.

REP. CASE (63RD): Don't most of them go to the office and pick up a State vehicle? I know we're in the process of buying 60 more for this agency.

ADAM GARELICK: So, I think we can get that information, but they're not taking State vehicles on a regular basis, and I would also just point out, some of the program supervisors actually work in Central Office; they are working on programmatic issues, and, so, they're not necessarily in the field.

I know it was mentioned that somebody would get mileage if they had to go out of state on something, but wouldn't they take a State car to go to something that's out of state? What other expenses are paid through that -- through the contract? Is it meals, is it --

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FAE BROWN-BREWTON: I was thinking when I was asked the question about travel reimbursement, I was thinking more in terms of airfare as opposed to traveling by vehicle, but if an individual has to take their personal vehicle when going about the State's business, then, yes, they would be entitled to the mileage reimbursement for the use of that personal vehicle.

REP. CASE (63RD): Where are we going in the airfare?

FAE BROWN-BREWTON: From state to state. Sometimes they have to deliver children, pick up children.

REP. CASE (63RD): Okay. I think we'll have a lot more questions with our next speaker that comes up., but once again, I thank you for the second time, Madam Chair.

SENATOR OSTEN (19TH): Thank you. Representative McCarty for the second time.

REP. MCCARTY (38TH): Yes, and very quickly. So, I know that this arbitration award deal is for full-time employees, but I just have a very, for my curiosity -- so we have any part-time program supervisors at this point?

ADAM GARELICK: No, we do not.

REP. MCCARTY (38TH): Okay, thank you very much.

SENATOR OSTEN (19TH): Any other comments or questions? Seeing none. Thank you very much. Please stay in case we have further questions for you. Up next are Chris Gardner and Neal Cunningham. Unless I've said your name completely wrong; I

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apologize. And you are representing AFSCME Local 3419. And once you're ready, you can start.

CHRIS GARDNER: Good morning, Chairmen Osten, Walker, Ranking Members Formica and Lavielle, and members of the Appropriations Committee. My name is Christopher Gardner. I work as a program supervisor for the Department of Children and Families. I've worked there for over 28 years. I'm also the president of AFSCME Local 3419 which represents over 100 DCF program supervisors. Program supervisors make the most difficult, heart-wrenching, and challenging decisions in all of DCF. We have to decide under what circumstances to allow children to remain safely and successfully in the home. When that's not possible, we have to make decisions whether a child needs to be removed from the home and when things have been resolved enough that they can be returned home safely.

I am here to speak in favor of H.R. 3 and S.R. 4. More than three years ago, our staff voted overwhelmingly to unionize and join AFSCME Council 4. We subsequently engaged in negotiations for our first collective bargaining agreement. After reaching impasse, both sides agreed to binding arbitration. This arbitrated award is before you today. This award balances the needs of all stakeholders. It is in-line with other state employee agreements, and it matches the SEBAC pattern of wages and benefits but does nothing to recover the raises our members missed before organizing. I should note that between the years 2010 and 2017, program supervisors had six years of zero percent wage increases while most State employee Unions had only four years of zeroes. As a result of this wage compression, some of our social

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work supervisors and social workers we oversee make more in base salary than some of our program supervisors. And many more do so with overtime which we do not receive and will not receive.

There are no unusual or exceptional provisions in this arbitrated award. DCF program supervisors gain no exceptional benefits. Sitting beside me is AFSCME Council 4 staff representative, Neal Cunningham, who served as our chief spokesman and advocated during contract negotiations. My colleagues and I are proud of the work that we do every day to protect the welfare of children in the State of Connecticut who are abused and neglected, and the welfare of those children and families whose interest might be best served by offering the families necessary services and helping to keep them together while ensuring the safety of the children. We urge you to approve H.R. 3 and S.R. 4. I thank you for your time today, and Neal and I are happy to answer any questions you might have.

SENATOR OSTEN (19TH): First, thank you very much for coming up today. You've heard many of the questions that happened before you were here. You'll hear those questions. I just wanted to thank you for the job you do for the State of Connecticut in ensuring the safety of children across this state, who find themselves in untenable positions. I think what you do is, simply put, God's work because without you, many children would not make it to adulthood, and I just want to personally thank you for that work. It's truly heartwarming to see people willing to do that.

CHRIS GARDNER: Thank you.

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SENATOR OSTEN (19TH): So, we have up first is Senator Formica.

SENATOR FORMICA (20TH): Thank you, Madam Chair, and I certainly concur with the words of the good Senator about your work, and thank you. I have a question with regard to scheduling, I don't know if you call them the managers or the supervisors, I guess. Is the proper term the supervisors?

NEAL CUNNINGHAM: Program supervisors.

SENATOR FORMICA (20TH): Program supervisors. Thank you very much. Do they work off a set schedule every day, or does someone put a schedule together for them and say, Monday you're going to go here, Tuesday you're going to go there?

CHRIS GARDNER: We have a set schedule; however, depending on the nature of the work and emergencies, that schedule can change day to day.

SENATOR FORMICA (20TH): But does somebody tell you where that is, or does everybody just goes in Monday at 9 o'clock, or whatever time, and -- I'm just trying to understand if there's a written schedule that asks you where to go each day when you go to work.

NEAL CUNNINGHAM: So, the program supervisors all perform various -- they don't all perform the same task for the Department of Children and Families. But they all have a standard schedule that they would work, and then there are requirements because of the nature of the job that we've described, to work hours in addition to that schedule. So, you're going to have set hours, and then you're going to have additional hours, and those schedules will vary

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depending on the function that the particular program supervisor performs for DCF.

SENATOR FORMICA (20TH): And they set their own schedule?

NEAL CUNNINGHAM: No, DCF sets the schedule.

SENATOR FORMICA (20TH): So, they write it down somewhere, and it says the extra hours that you spoke of may be scheduled in this location or this town or doing this job.

NEAL CUNNINGHAM: So, it's difficult to respond to that particular question because most of these folks are assigned a location. So, it's easy to think of DCF as one thing, but there are different levels of employees who perform different functions. So, much of the questioning we heard earlier, and I think a little bit of this, would be more appropriate with regard to what a social worker does than what a program supervisor does. So, the program supervisors are primarily in either the regional offices managing groups of social work supervisors who, in turn, supervise social workers who are the staff who are actually going out into the field and making the home visits and doing the face-to-face evaluations out of the offices most of the time, and then as Attorney Garelick accurately stated, there are also program supervisors who perform programmatic duties in the Central Office.

SENATOR FORMICA (20TH): Perfect, thank you very much. Just one final question. Do the program supervisors create a schedule for the social workers and ask them where to go?

NEAL CUNNINGHAM: The program supervisors generally assign cases to the social workers. The schedule for

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the social workers is generally set by the agency at a higher level than a program supervisor.

SENATOR FORMICA (20TH): Perfect, thank you so much for you answers to my questions. Thank you, Madam Chair.

SENATOR OSTEN (19TH): Thank you. Representative Walker followed by Representative Lavielle.

REP. WALKER (93RD): Thank you, and I thank you both for your testimony. I just want to go a little deeper into what Senator Formica was asking. As a supervisor, they're required to monitor the activities of the social workers out on the field. Correct?

NEAL CUNNINGHAM: It's actually one level more than that. So, if they actually have the correct number of staff assigned to them, a program supervisor in a DCF Regional Office should have five social work supervisors reporting to them, who would each have five social workers reporting to them. So, they would have a group of 25 social workers plus five social work supervisors which represents a very large number of cases and a very large amount of work. In many cases, there are more social work supervisors and more social workers assigned than what I just described as ideal.

REP. WALKER (93RD): So, some of the people that they're overseeing are responsible for things like picking up children from homes in debate or domestic issues or taking children to the hospitals or things like that, and if the social worker cannot fulfill that because of other obligations of emergency, then it will drill all the way up to someone in there, and it could be the program supervisors who would be

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responsible to go to the emergency room or some of those places to help fill in when there's a problem with a case. Is that true?

NEAL CUNNINGHAM: That's possible, but relatively uncommon.

REP. WALKER (93RD): It is uncommon?

NEAL CUNNINGHAM: The most common solution would be to find a different social worker.

REP. WALKER (93RD): Okay, because I have been at the hospital with supervisors in domestic violence cases.

NEAL CUNNINGHAM: And that would be the second most common solution would be it would trickle up to a social work supervisor if there was no social worker available.

REP. WALKER (93RD): Okay, okay. So the idea that these are nine-to-five jobs is kind of not actually describing what their requirements are. Is that correct?

NEAL CUNNINGHAM: Oh, no. There is definitely a set schedule and then additional requirements well beyond nine to five.

REP. WALKER (93RD): Right. That's what -- it's not a regular job; it's a very flexible job that you have to maintain in order to do the job. Correct.

NEAL CUNNINGHAM: Absolutely, yes.

REP. WALKER (93RD): Okay, thank you, and I thank you all for what you do, and I thank you for representing these people because of the fact that they are working with the most vulnerable people in

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the State, to protect the most vulnerable, and I thank you for representing them here today. Thank you.

SENATOR OSTEN (19TH): Representative Lavielle followed by Representative Dathan.

REP. LAVIELLE (143RD): Thank you. Good -- it's still morning, barely. Good morning and thank you for being here. Mr. Gardner, in your testimony you said that you're proud of the work you do, and you have every right to be. It's extremely difficult and emotional work, I would imagine. So, thank you very much for all that you folks do. This is not to challenge you on anything; I'm just curious. You are the president of your local chapter and a program supervisor, Mr. Gardner. So were you in -- is this your first time in the Union following this negotiation or were you already an AFSCME member and then these folks came with you?

CHRIS GARDNER: So, when I was a social worker and a supervisor, I was a part of a Union. When I stepped into the role of program supervisor, I stepped out of a union, originally.

REP. LAVIELLE (143RD): All right. So that was all done together. How did -- we spoke earlier in the morning right at the start about the State Labor Relations Board's identification of the lack of criteria for being managers that the managers have. How did that get discovered and pointed out? Was it reported itself, or was it something that you all brought up as part of your position?

NEAL CUNNINGHAM: Well, so, it's the criteria in the law, and the issue is based on job duties. So when you're making a determination as to whether someone

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is a manager or not, the title given them, the name -- you know a rose by any other name -- is completely irrelevant. What's relevant is what they actually do at work. So, certainly the Union argued and as a simple matter of fact. I mean, I again concur with Attorney Garelick that at none of the program supervisor's performed three of the four tasks, and very few of them, if any, performed the fourth. And in order to be exempt from organizing, you have to perform at least two of the four, so there's nobody in this group who did or does two of the four, and I would argue nobody who does any of the four.

REP. LAVIELLE (143RD): I thank you. I understood that, and I understand how the criteria works. I just wondered whether this was something that had been generally known because everyone was a manager for a long time and how it got brought up. How somebody referenced the statute and, you know, brought this to light.

NEAL CUNNINGHAM: So referencing the statute's a requirement when you bring forth a petition. Beyond that, I don't know how to answer the question.

REP. LAVIELLE (143RD): Okay, I just was curious how it sort of came up because, you know, when you are not in line with the statute, well you're not in line with the statute, so something was, you know, inappropriate. Not anyone's fault; it just was that way. There were things that were out of line for a number of years, I guess, and I was wondering how that became part of the conversation.

Anyway, another place I'm just looking for clarity, it's noted in Mr. Gardner's testimony and also in some of the other documents that we have, I think

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the award as well, that the program supervisor -- the current program supervisors who used to be managers had six years of zero percent increases while most unions had only four years of zero. Was the differential in the two years, did your six years start before those four years or were they two years after because you came later to party in organizing a union? Do you see what I'm saying?

NEAL CUNNINGHAM: Can I answer more broadly than that?

REP. LAVIELLE (143RD): Sure.

NEAL CUNNINGHAM: So, the six zeroes is six zeroes between 2010 and 2017. The second thing that's accurate is their last pay increase was 2014; so every year subsequent to 2014 is a zero percent general wage increase until we get to 2019 and this award, and then the first two years of this contract are also zeroes. So, one could say "late to the party," or what I would argue is that the State of Connecticut has made a policy decision virtually forcing anybody who's eligible to organize to organize in order receive any pay raises.

REP. LAVIELLE (143RD): So, I guess the reason for my question -- well, no, let me go back to the other unions. Could you remind me of when the last time they had a pay increase was?

NEAL CUNNINGHAM: 2019 -- well, so by other unions, let me speak for the majority, and there are some exceptions. So the majority are the groups that are generally a party to the SEBAC 2017 agreement. They received in 2018 a \$2000 lump sum, and then in July 2019, they received a 3.5 percent general wage increase, and then in January of 2020, they received

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generally a step or if the particular individual was at the maximum of their pay scale -- because most unions have a pay scale with some number of steps on it -- they received a lump sum in lieu of step, and, you know, it will roll forward from there.

REP. LAVIELLE (143RD): Well, you're using the year 2014 as the last time the program supervisors had an increase. So, the comparable year for the other unions with a few exceptions --

SENATOR OSTEN (19TH): So, Representative, we could find out which unions you're talking about because this is complicated, and I think that we could get copies of or maybe have the Office of Fiscal Analysis get that for us, but to expect someone who is representing one union to speak to the Union contracts of all the other ones which are incorporating UAW, CSEA, State Police -- they all have different contracts, and I think that if he says something that is inaccurate, we don't have those contracts in front of us to sort of say what they are. So, I think that that's not a --

REP. LAVIELLE (143RD): Madam Chair, I'm not challenging these gentlemen in any way. I was looking for clarity on the sentence which reads, "I should note that between the years of 2010 and 2017 program supervisors had six years of zero percent wage increases while most State Employees Unions had only four years." It's immaterial to me which unions those were because I do understand that there were exceptions. So, I'm asking whether -- I will tell you the reason for my question. If your zero years date back farther than the four years of these zero increases for most of the other unions, was there a reason that it was your decision process was

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longer in order to come to the point where we are now, discussing the arbitration award and your negotiations? Did you wait through six years of zero increases, and they waited through four, or was it something else? Did theirs come later? That's what I'm trying to get at.

NEAL CUNNINGHAM: I'm not sure I know how to answer the question, but existing unions were participating in negotiations for a very long time. So, there would have been contract negotiations in 2012 for most unions, in 2016 for most unions, and raises would result. I think where the program supervisors come in is when they chose to organize. In other words, how many times did they put up with the fact that the State of Connecticut made a policy choice not to give them a wage increase?

REP. LAVIELLE (143RD): Well, that's my question. Why did it become important when it became important?

CHRIS GARDNER: It's hard to say when you get to the point where enough is enough.

REP. LAVIELLE (143RD): Okay. All right. Thank you. One final question. I just wanted to check on what I mentioned before which was the figure that -- just confirming the figure that I believe OFA said that you all had given them, which was the union dues figure -- \$21.16 dollars a pay period for every employee which comes to \$550 roughly a year. So that the total Union dues per year would be about \$55,000. Is that a correct figure?

NEAL CUNNINGHAM: Assuming all the employees choose to join. Your math is --

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REP. LAVIELLE (143RD): Do we have 100 that have chosen to --

NEAL CUNNINGHAM: [Crosstalk] moving back to the previous question about Janus, people are not obligated to pay dues.

REP. LAVIELLE (143RD): That's correct.

NEAL CUNNINGHAM: So, what we're going to receive -- all of your math with regard the biweekly amount and the annual amount is correct, but the total amount to be received is unknown, depending on how many people choose to sign cards.

REP. LAVIELLE (143RD): Understood. Thank you very much. Do you have any insight on that, by the way, how many will choose?

NEAL CUNNINGHAM: I can't have -- not yet, I don't.

REP. LAVIELLE (143RD): Okay. Thank you very much.

SENATOR OSTEN (19TH): Thank you. Are there. Are there any other comments or questions?
Representative Dathan.

REP. DATHAN (142ND): Thank you very much, Madam Chair. And I just wanted to say thank you for all your work that you do. I can't even imagine what it would be like to be in this role and to see and witness the trauma and the things that you have to do in your everyday work experience. It's just -- I can't say thank you enough. So, thank you for that.

I wanted to ask generally speaking what is an average -- I know the contract says a 40-hour workweek, but with the sensitive situations that you deal with, what's the sort of average workweek for individuals?

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NEAL CUNNINGHAM: So, when you're talking about individuals, are you talking about individuals in this bargaining unit, right?

REP. DATHAN (142ND): Exactly. I'm sorry I wasn't clear on that. Yes, the people that are program managers.

NEAL CUNNINGHAM: All right. So, it varies based on their job duties. So, most of the programmatic program managers who work in -- or program supervisors -- who work in the Central Office are generally going to work only 40 hours a week. They're generally not going to exceed that, and the job fits in that. Those program supervisors who are responsible for overseeing certain functions in the area offices, generally they call it intake or investigations, those program supervisors are the ones who are going to have to work the most hours because the demands of that job -- it takes longer, and there are more emergencies. So, those folks might work as many as 55 or 60 hours a week.

REP. DATHAN (142ND): And how many individuals would be with that sort of job description?

NEAL CUNNINGHAM: That would be a question for DCF; I don't have that in my head.

REP. DATHAN (142ND): Okay. Thank you for that. One question that you might be familiar with is because of the nature of the job, especially the people that are going out and helping with the children in these trauma situations, are there any sort of mental health issues or any other sort of trauma or secondary trauma effects that maybe some people in your Union might have? I'm just worried

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about how hard it is to retain people that have had -- because of the stress of the job.

CHRIS GARDNER: Secondary trauma in this job is something that we're always talking about and concerned about. It's part of the job. We have trainings and supports and different things in place for people. Certainly the job is different today than it was when I started. We certainly recognize it more now today than we did before, and we want to keep our employees healthy and happy on the job and supported and continuing to come back day after day to do this job.

REP. DATHAN (142ND): Are there any vacancies open within the -- that would be coming into the bargaining unit that's on the way?

CHRIS GARDNER: Not that I'm aware of.

REP. DATHAN (142ND): And generally speaking, when you're trying to hire somebody for one of these tough positions, how long does it take and what kind of experiences are they bringing to the table when they come onboard?

NEAL CUNNINGHAM: This is not an entry level position. So, generally and almost universally amongst this bargaining unit, folks have worked a considerable amount of time, first as a social worker trainee, then as a social worker, then as a social work supervisor for the Department of Children and Families often in a broad array of areas, so they have quite a few years of service when they become a program supervisor, generally, and they have experience in multiple areas covered by the Department of Children and Families.

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REP. DATHAN (142ND): And would you say what some of those roles you would need to have more than just a bachelor's degree, you would need probably some more a degree in social work, a master's preference.

NEAL CUNNINGHAM: The vast majority do have advanced degree, yes.

REP. DATHAN (142ND): Okay, that's great to know. I mean, it's a lot to ask somebody to do that, and especially with all the levels of experience, I'm sure it's difficult. So thank you so much for your testimony today. Thank you, Madam Chair.

SENATOR OSTEN (19TH): All set, Representative?

REP. DATHAN (142ND): Yes, thank you, sorry.

SENATOR OSTEN (19TH): Thank you. Yes, Representative.

REP. PAVALOCK-D'AMATO (77th): Thank you, Madam Chair. The Representative just asked about degrees, and I know you said a majority have a specific degree or some type of social work degree. But what is the minimum requirement for this first supervisory position?

NEAL CUNNINGHAM: I don't know that off the top of my head, but I can tell you where you can find it easily. The Department of Administrative Services publishes job specifications for every title, which includes that information.

REP. PAVALOCK-D'AMATO (77TH): Thank you very much.

SENATOR OSTEN (19TH): All set, Representative? Thank you. Any further questions? Seeing none. This hearing is now closed. We will be going directly into a committee meeting, so if you could

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make an announcement that we will start the committee meeting in five minutes to give people an opportunity to get here. Remember, we will not be holding the votes open; so, please ensure that your colleagues get here now. We need to have every --