

**STIPULATED AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT AND  
THE STATE EMPLOYEE BARGAINING AGENT COALITION ("SEBAC")**

Whereas on June 27, 2018, the United States Supreme Court issued a decision known as *Janus v. AFSCME*, which holds that state laws or collective bargaining agreements requiring the payment of fair share fees by non-union members violate the First Amendment to the United States Constitution; and

Whereas acting through SEBAC, all state employee bargaining units immediately upon issuance of the *Janus* decision informed the State that they would not accept or retain mandatory fair share fees from that day forward; and

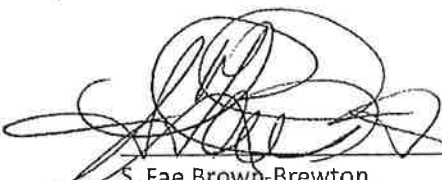
Whereas the State, acting through the Office of Policy and Management and the Office of the Attorney General immediately determined that it would not collect mandatory fair share fees from non-union members nor honor any statute or collective bargaining agreement requiring the payment of such fees; and

Whereas the State and SEBAC signed an agreement dated September 17, 2018 which set forth their agreement "memorializing the effect of the *Janus* decision upon the fair share provisions of their collective bargaining agreements is a matter appropriately done on a Coalition basis pursuant to §5-278(f)(3) of the General Statutes" but reserving their respective positions as to "whether or not the impact of the *Janus* decision requires interim bargaining"; and

Whereas the State and SEBAC have since agreed on language which will be offered to each participating bargaining unit of SEBAC the offering of which would resolve any interim bargaining obligation which language is set forth below, the parties agree as follows:

- (1) Each bargaining unit will forthwith be offered by the applicable state employer that opportunity to incorporate any or all of the sections in Attachment A into their applicable collective bargaining agreement.
- (2) By mutual agreement, the parties may incorporate alternate language reflecting particular local circumstances or history.
- (3) Interim bargaining obligations created by the *Janus* decision, if any, are hereby resolved.

FOR THE STATE:

 1/13/20  
S. Fae Brown-Brewton,  
Undersecretary for Labor  
Relations

FOR SEBAC:

  
Daniel E Livingston 1/13/2020



## ATTACHMENT A

### ARTICLE \_\_\_\_\_ UNION SECURITY AND PAYROLL DEDUCTION

**Section One.** Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

**Section Two.** The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues deduction changes including any "starts and stops." By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.<sup>1</sup>

**Section Three.** The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Below is the version of the agreement currently available and in use which bargaining unit members are to sign. Should this language change, the Union will provide the State with an updated version within ten (10) business days, and the State will update online and later-printed versions of this CBA accordingly.

*(Insert the revocation and maintenance of dues language from the applicable membership application)*

Should a bargaining unit member approach the State or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with to the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4.

**Section Four.** Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, an Agency may request a dues reconciliation not more than twice per contract year.

**Section Five.** The amount of dues deducted, under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee "as soon as available" or "as soon as practicable" (defer to current contract language) after the payroll period in which such deductions are made.

**Section Six.** In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with process outlined in Section Two above.

**Section Seven.** *Note: Maintain Status Quo language in current contracts unless negotiated otherwise during contract negotiations.*

*(NOTE: This language only modifies current language concerning the dues and agency fee*

<sup>1</sup> The parties agree to meet and discuss implementation of a system of providing Union enrollment information directly to the Comptroller rather than through the affected agencies when and if the Comptroller indicates the willingness and ability to perform that function.

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## ATTACHMENT A

*deduction process. It does not replace other existing language regarding dues deductions when an employee is out on workers compensation, appeal processes etc. We will negotiate where to amend the current language and substitute the above in each individual unit agreement.)*

### **Additional Provisions:**

**Section One: New Hires.** The State will provide notice to the Union of new members of the bargaining unit as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to {designate recipient} and shall include the new bargaining unit member's work location.

### **Section Two.**

Except as otherwise provided by the parties, all new members of the bargaining unit shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. If the Employer chooses, that orientation may be combined with a new hire orientation conducted by the Employer. In such case, the Employer will provide the Union with seven (7) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation.

If the Employer chooses not to schedule its orientation within 30 days of an employee's hire, or not to add the Union orientation to the Employer orientation, the Union shall schedule the orientation at its discretion but consistent with the Employer's operational needs.

The Union orientation will include the Union providing all new employees with a copy of this agreement.

J.B.  
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