

P-3A BULLETIN

BESB . BRS . CSDE . DCS . DDS . OEC

December 19, 2013

**P-3A
President
Update and
January 2014
Member
Meetings**

As we bring 2013 to a close, I want to thank you, the P-3A membership, for your service and giving this year. With many new initiatives at CSDE and in our sister agencies, P-3A workers continue to offer recommendations to make our work environment more responsive to our constituents and CSEA SEIU Local 2001 State Employee Members.

Thank you for sharing your concerns and recommendations with your union steward and the P-3A Executive Committee. **The P-3A Executive Committee will be holding Member Meetings in January 2014:**

- **Thursday, January 9**, 12-1pm, BESB, 184 Windsor Ave, Windsor
- **Monday, January 13**, 12-1pm, Room 307A, CSDE, 165 Capitol Avenue, Hartford
- **Thursday, January 16**, 1-2pm, Room MCR3, CSDE, 25 Industrial Park Road, Middletown

Please review the updates below and hold the January meeting dates. The P-3A Executive Committee and I look forward to seeing you in January and wish you and your family a restful and warm holiday season.

In solidarity,
Agnes Quiñones
P-3A President

**Office of
Early
Childhood
and New
P-3A
Members**

Bob Rinker, CSEA/SEIU Local 2001 Executive Director, has made a demand to bargain over the impact of the transfers to the Office of Early Childhood for those P-3A and P-3B members who have already transferred to the new office.

The Office of Early Childhood was created by Executive Order of the Governor. The General Assembly appropriated funds for the new office, but there was a failure to pass legislation to create the new office. While management usually has the right to determine how it operates, in a unionized environment, the rights of employees are governed by collective bargaining agreements, and the obligation to bargain with the Union over the impact of management determinations. Bob is hopeful that legislation will be introduced in the next session of the General Assembly to codify the Governor's Executive Order.

The Office of Early Childhood (OEC) was added to the P-3A Bulletin banner above. **Welcome to the OEC employees joining the P-3A rank and file. Welcome also to the following new state agency employees who are joining the P-3A family:**

- **Alyce Alfano**, Special Education, CSDE
- **Pei-Hsuan Chiu**, Academic Office, CSDE
- **Pamela Lopa**, CTHSS, CSDE
- **Jennifer Webb**, Curriculum and Instruction, CSDE.

P-3A BULLETIN

BESB • BRS • CSDE • DCS • DDS • OEC

December 19, 2013

<p>Retiree Health Insurance Fund</p>	<p>From Bob Rinker, CSEA/SEIU Local 2001 Executive Director:</p> <p>CSEA, along with other State employee unions, are working through SEBAC to address the issue of members who belong to the Teacher Retirement System and are making contribution to both the Teacher Retirement System and State Employee Retiree Health Insurance Trust Fund. The issues include:</p> <ul style="list-style-type: none">• Contributions made by members hired after 2009.• Contributions made by members hired prior to July 1, 2009, but with less than five years of service as of July 1, 2010.• Contributions made by members hired prior to July 1, 2009, but had more than five years of service as of July 1, 2010 and began making contributions to the State Employee Retiree Health Insurance Trust Fund on July 1, 2013.• Contributions made in excess of 3% required by state employees. This situation occurred for employees hired after July 1, 2009, and those employees with less than five years that began making contributions on July 1, 2010. The problem of excess contributions was changed effective October 2011 as resulted of the Revised SEBAC 2011 Agreement.• Contributions that may be made after ten years of required state employment contributions because of the Teacher Retirement System requirement to pay 1.25% for your entire career.• Attributing the Teacher Retirement System contribution to the State Employee Retiree Health Insurance Trust Fund. <p>We are currently working with administration to address these issues and hope to have a resolution by the first of the year.</p>
<p>Health Enhancement Program (HEP) Compliance Update</p>	<p>December 4, 2013</p> <p>To: All CSEA SEIU Local 2001 State Employee Members</p> <p>From: Robert Rinker, Executive Director</p> <p>Re: Health Enhancement Program (HEP) Compliance Update</p> <p>As most of our members know, there have been ongoing issues with both the HEP website and access to its phones. While these problems are supposed to be corrected, the Health Care Cost Containment Committee (HCCCC) yesterday agreed as follows in order to respond to the imminent 12/31/13 compliance deadline:</p> <p>Based upon the continuing issues regarding the implementation of the Health Enhancement Program (HEP) due to internet capacity and confusion created by</p>

<p>Health Enhancement Program (HEP) Compliance Update</p>	<p>the newness of the program, the parties have agreed to extend the deadline for completion of the preventative care requirements, as well as the chronic care requirements and attestation. <u>The new deadline is February 28, 2014.</u></p> <p>This agreement will be included in a letter to all HEP members along with information about how to comply and a self-addressed stamped envelope for people in the chronic disease program to submit their attestation. There will also be emails from the Comptroller's office to members with this information.</p> <p>If you have any questions on the HEP program or other compliance issues, please contact CSEA SEIU Local 2001 Headquarters at 800-894-9479.</p>
<p>Attorney General Jepsen Withdraws Supreme Court Petition</p>	<p>http://seiu2001.org/2013/12/17/attorney-general-jepsen-withdraws-supreme-court-petition/</p> <p>It has been announced that Attorney General George Jepsen will withdraw his petition to the Supreme Court challenging the ruling of the Second District Court that former Governor John Rowland violated the rights of unionized state employees in 2003. The member unions of SEBAC will now meet with the State of Connecticut to attempt to negotiate an appropriate settlement. In his press release announcing the petition's withdrawal, Jepsen said:</p> <p><i>"The decision to suspend our request for Supreme Court review in order to engage in settlement discussions is not one made lightly, but is made with the best interest of Connecticut taxpayers squarely in mind. I have conferred with Governor Malloy, and he fully supports this step and agrees that it is in the best interests of the state."</i></p> <p>The Jepsen petition challenged the ruling of the Second Circuit Appeals Court's decision, that former Governor John Rowland's targeted layoffs of union members in 2003 violated State Employee's first amendment right to freedom of association. The 2nd Circuit Court's decision was a huge victory for state employees, ruling that by singling out union members, instead of including managers and other unrepresented employees to achieve desired savings, the Rowland Administration punished employees for exercising their fundamental right of free association, a right protected by the First Amendment to the United States Constitution. Effectively, the 2nd Circuit Court held that when a governor punishes people because of the group to which they belong – whether it's a union or a political party, or a religion – he or she violates our Constitution's most cherished provisions protecting free speech.</p> <p>In pulling his petition, Jepsen left the door open to file a future petition to the Supreme Court should settlement negotiations prove difficult.</p>

**Attorney
General
Jepsen
Withdraws
Supreme
Court
Petition**

“In withdrawing the petition without prejudice at this time, the state reserves the right to file our petition again should those negotiations not bear fruit. To be clear: We can and will file a petition for certiorari at a later stage if necessary, raising the same issues – and perhaps others – with equal force.”

“Withdrawal of the petition is a necessary condition for meaningful negotiations to take place. As a practical matter, given the complexity of this case and the other pending related cases, these discussions simply cannot be completed in the time before the Supreme Court would rule upon our petition. At the same time, any such decision by the court on the petition before negotiations are completed would dramatically alter the parties’ bargaining positions and impede productive discussions by removing the uncertainty that hangs over both parties today.”

“Justified or not, these layoffs undeniably burdened thousands of families, all of whom have been living without resolution for more than a decade. Continued uncertainty benefits no one, and both the unions and the state acknowledge the very real potential of many more years of expensive litigation if the case does not settle. My hope is that these circumstances – and mutual uncertainties – will be uniquely conducive to productive discussions. I caution, however, that the unions’ settlement expectations must be reasonable and must take into account the fiscal pressures under which the state continues to struggle.”

Former Governor Rowland and Secretary Ryan filed a separate petition by an outside attorney paid for by taxpayer dollars to the Supreme Court asking:

- Are a governor’s subjective motives for exercising a state’s inherent power and contractual right to reduce the size of its unionized workforce legally relevant when a court is asked to determine the constitutionality of that legislative act?
- Did the Second Circuit err in requiring strict scrutiny of a governor’s decision to reduce the size of a state’s unionized workforce by falsely analogizing that decision to firing state employees based on their political party affiliation?

When the State Employees Bargaining Agent Coalition (SEBAC) filed its initial lawsuit, the case forced public officials to show that they laid off employees to achieve specific economic ends. It was found instead that many of the terminated state employees’ positions were funded entirely by the federal government or regulated industries, meaning that those terminations saved no money for the state and were implemented to punish union members during contentious negotiations. What is fascinating is that Rowland/Ryan doesn’t seem to dispute that the layoffs were not about cost cutting for the state. Instead, they basically ask the Supreme Court to affirm that the former Governor, regardless of his motives, had the right to enact revenge on SEBAC unions for not bowing to his demands on the basis that labor unions are not the same as political parties and

<p>Attorney General Jepsen Withdraws Supreme Court Petition</p>	<p>don't have protections connected with their association; a position which is of course incorrect and abhorrent.</p> <p>As the Supreme Court decides which cases it wants to hear, parties who are not satisfied with the decision of a lower court must petition the U.S. Supreme Court to hear their case. The Court usually is not under any obligation to hear these cases, and it usually only does so if the case could have national significance, might harmonize conflicting decisions in the federal Circuit courts, and/or could have precedential value. In fact, the Supreme Court only accepts 100-150 of the more than 7,000 cases that it is asked to review each year. Under the Supreme Court's rules, four of the nine Justices must vote to accept a case.</p> <p>We anticipate the Supreme Court deciding whether to hear Rowland's case sometime during its current term (October 2013 through June 2014). If the Supreme Court agrees to hear the case, it would be decided sometime the following term. CSEA will keep members informed of the progress on the settlement negotiations with the state.</p>
<p>Office of Policy and Management Issues Directive to Review Contracts</p>	<p>http://seiu2001.org/2013/11/27/office-of-policy-and-management-issues-directive-to-review-contracts/</p> <p>OPM Secretary Ben Barnes wrote to agency commissioners in October, stating: <i>"The State Contracting standards board has recently had a number of new appointments to the Board. As this Board begins its term, and in an effort to assist the Board as it continues the work begun by the prior Board members, it is appropriate to take this opportunity to clarify the expectations for reviewing your current agency contracts.</i></p> <p><i>The State, through its agencies, currently contracts for a variety of professional and contractual services as those terms are defined in sections 4e-1 of the general statutes. Professional and contractual services include, but are not limited to information technology services, property management, construction, repair and maintenance services, printing, advertising, temporary labor, and other services.</i></p> <p><i>Significant efforts have been undertaken statewide to streamline the operations of state government, identify efficiencies and find savings. Agencies have previously been requested to review contracts held by their agency as part of that effort. If an agency has not undertaken that review recently as part of this effort, you are requested to evaluate your agency's current professional and contractual services contracts to determine if continuing to contract for such services is the most cost effective method of delivering those services. We want to be able to track agency outcomes and will be providing a reporting format in the near future.</i></p>

P-3A BULLETIN

BESB . BRS . CSDE . DCS . DDS . OEC

December 19, 2013

<p>Office of Policy and Management Issues Directive to Review Contracts</p>	<p><i>Additionally, prior to soliciting or entering into any contract for professional or contractual services, agencies are hereby reminded that they must perform a cost-benefit analysis, in accordance with the requirements of C.G.S. 4e-16, if:</i></p> <ul style="list-style-type: none">▪ <i>The specific service to be performed under the contract were not preformed, in whole or in part, by a non-state entity, prior to January 1, 2010; and</i>▪ <i>The types of service to be performed under the contract are currently being performed, in whole or part, directly by the agency.</i> <p><i>This directive to conduct cost-benefit analysis prior to entering into privatization contracts does not apply to contracts with non-profit agencies (in effect on January 1, 2009 and services have continued to be provided by a non-profit agency) nor does it apply to emergency procurements as defined in section 4e-1(16) of the general statutes.”</i></p> <p>CSEA will be monitoring state agencies for compliance with secretary Barnes’s directive. An employee through his or her union can seek redress if such analysis was not done through the State Contracting Standards Board.</p>
--	---

Marcus E. Rivera
P-3A Secretary