

COLLECTIVE BARGAINING AGREEMENT

between

STATE OF CONNECTICUT JUDICIAL BRANCH

and

THE UNION OF PROFESSIONAL JUDICIAL EMPLOYEES
AFT/AFT-CT, AFL-CIO

JULY 1, 2002 - JUNE 30, 2006

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ARTICLE I.
Preamble

The State of Connecticut, acting by and through the Chief Court Administrator of the Connecticut Judicial Branch, hereinafter called "the Judicial Branch" or "the Employer," and the Union of Professional Judicial Employees, AFT/AFT-CT, AFL-CIO, hereinafter called "the Union,"

Witnesseth:

Whereas the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

Whereas the parties to this Agreement consider themselves mutually responsible to improve the public service through increased morale, efficiency and productivity: Now, therefore, the parties mutually agree as follows.

ARTICLE II.
Recognition

Section 1. The Judicial Branch of the State of Connecticut herein recognizes the Union of Professional Judicial Employees, AFT/AFT-CT, AFL-CIO, as the exclusive representative of the employees in permanent positions regularly working 20 or more hours per week whose job titles were placed within the professional bargaining unit of Judicial employees by the Connecticut State Board of Labor Relations in Cases No. SE-5972, SE-12,968 and SE-5980 with the exception of employees in the following job titles: assistant chief bail commissioner and social work supervisor. Employees in the following newly created positions are also excluded from the professional bargaining unit: assistant to the chief bail commissioner and supervisor of bail commissioners.

Accordingly, this Agreement shall pertain only to those employees whose job titles fall within the certifications above cited and shall not apply to employees who are paid on the temporary payroll. Persons otherwise eligible serving a working test period are included.

Section 2. Accretions. Coverage of newly created or acquired job classifications by this Agreement (so-called "accretions") shall be determined as follows:

(a) The Employer shall notify the Union in writing of the new classification, the contemplated pay group (if any), and the Employer's position concerning inclusion or exclusion.

(b) Within thirty (30) calendar days after receipt of the above notification, the Union may request a meeting to discuss coverage and/or pay group issues.

(c) In determining coverage, controlling weight shall be given to conforming the placement of the new classification to the contours of the existing unit.

(d) Disputes concerning how to achieve such conformity shall be referred to the Connecticut State Board of Labor Relations for the exercise of its jurisdiction to determine appropriate units.

(e) The Employer shall notify the Union in writing of any Supreme Court action(s) that substantially change any unit job classification.

(f) Upon request by the Union, (within thirty (30) calendar days after receipt of notification), a joint Labor-Management Committee shall evaluate the newly created or substantially changed unit job classification(s), to determine the accuracy of the Branch's pay group placement. If agreement cannot be reached through the Labor-Management Committee process, a mutually agreed upon arbitrator familiar with the Willis System, shall make a final decision. Any pay group deviation arrived at either through the Labor-Management Committee process or through the arbitration process shall be retroactive to the date the Branch created or substantially changed the job classification.

Section 3. Stability of the Bargaining Unit. The Employer agrees not to take any action to erode the bargaining unit by breaking down vacant permanent full-time positions into temporary positions not covered by the Agreement. This provision will not be construed to prevent or restrict the Employer's right to continue its practice of utilizing temporary help to provide supplemental services.

ARTICLE III. **Union Non-Discrimination**

Section 1. Neither party shall discriminate against an employee on the basis of membership or nonmembership in, or lawful activity in behalf of, the exclusive bargaining agent.

Section 2. In connection with Section 1 above:

(a) An employee, the Union, or the Union on behalf of an employee alleging conduct or action inconsistent with the obligation to avoid such discrimination shall promptly report any alleged threats or coercive conduct to an appropriate official with supervisory authority over the person alleged to have engaged in such conduct. Reasonable efforts shall be made to resolve the situation prior to resort to grievance-arbitration.

(b) If the requirements of paragraph (a) have been met, and there has been no reasonable offer to disavow or otherwise cure any perceived discrimination, a grievance may be filed at an appropriate step.

(c) In any arbitration proceeding alleging a violation of Section 1, the Arbitrator shall determine whether the grievant has shown by a preponderance of the evidence, including, where appropriate, the surrounding circumstances, that the official responsible for the adverse action was motivated by discriminatory considerations but for which the action would not have been taken.

Section 3. Disputes involving alleged discrimination shall not be arbitrable if any one of the following applies:

(a) The jurisdiction of any federal or state court or agency has been invoked with respect to a claim of discrimination;

(b) The obligations of Sections 2 (a) and 2 (b) have not been met.

Section 4. The provisions of Section 3 shall not be deemed to prohibit arbitration in discipline cases as defined in ARTICLE XIV, Section 1 (a).

Section 5. In the event that the EEOC renders a ruling affecting these provisions, either party may request a reopener to negotiate new provisions.

ARTICLE IV.

No Strikes - No Lockouts

Section 1. (a) The exclusive representative shall not engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slow-down, concerted withholding, interruption or disruption of services, sick-out, or any interference with the mission of the Judicial Branch. This Article shall be deemed to prohibit the concerted boycott or refusal of overtime work.

(b) Similarly, employees shall not engage in, induce, support, or encourage such activities.

Section 2. The Union shall exert its best efforts to prevent or terminate any violation of Section 1 of this Article.

Section 3. The Employer agrees that during the life of this Agreement there shall be no lockout.

ARTICLE V.

Entire Agreement

Section 1. This Agreement, upon ratification, constitutes the complete and entire Agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified, and executed by the parties.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Judicial Branch and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- (1) any subjects or matters referred to or covered in this Agreement, or
- (2) any subjects or matters not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE VI. **Management Rights**

The parties recognize the central role of the Connecticut Judicial Branch, as an independent branch of state government, in assuring compliance with the laws, the Constitution of the State of Connecticut, and the United States Constitution. The parties also recognize that the users of the Branch's services, including the general public, demand the prompt and efficient adjudication of complaints and disputes, and insist upon the fullest protection of statutory, civil, and constitutional rights.

Unless an express, specific provision of this Agreement provides otherwise, the Connecticut Judicial Branch, acting through the Justices of the Supreme Court, the Chief Court Administrator, (and, where appropriate, the Public Defender Services Commission), and such other judges and officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent, to manage and control the Branch.

Such rights include but are not limited to establishing standards of productivity and performance of its employees, including establishing qualifications for ability to perform work in classes and/or ratings; determining its budget, its mission, and the methods, means, and personnel necessary to fulfill that mission, including the contracting out, or the discontinuation of, services, positions, or programs in whole or in part; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other disciplinary action against its employees; the layoff of its employees because of lack of work or other legitimate reasons as stated in Article XV (Reduction in Force); to determine the hours, days when, and locations where the courts will be in operation; to enforce existing rules and regulations for the governance of the Branch and to add to, eliminate, or modify such rules or regulations as it deems appropriate; and to take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

ARTICLE VII.

Union Security and Payroll Deductions

Section 1. During the life of this Agreement an employee retains the freedom of choice whether or not to become or remain a member of the Union which has been designated as the exclusive bargaining agent.

Section 2. Union dues shall be deducted by the Employer biweekly from the paycheck of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee 30 days in advance.

Section 3. An employee who within 30 days after his initial employment in the bargaining unit covered by this Agreement fails to become a member of the Union which is the exclusive bargaining agent for his unit or an employee whose membership is terminated for nonpayment of dues or who resigns from membership shall be required to pay an agency service fee under Section 4 as a condition of continued employment.

Section 4. The Employer shall deduct an agency service fee or Union dues biweekly from the paycheck of each employee who is covered by this Agreement, provided, however, no such payment shall be required by employees whose membership in the Union is terminated for reasons other than non-payment of Union dues.

The Union shall promptly notify the Employer in writing of any termination of Union membership for reasons other than nonpayment of Union dues.

The amount of agency service fee shall not exceed the regular dues, fees and assessments payable to the exclusive bargaining agent. Any changes in the amount of Union dues or agency fees to be deducted shall be effective as soon as practicable, but in no event sooner than 28 days after receipt of written notice of such changes by the Office of the Chief Court Administrator.

Section 5. No payroll deduction of dues or agency service fee shall be made from workers' compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be retroactive.

Section 6. Payroll deductions of Union dues shall be discontinued for other employee organizations not a party to this Agreement.

Section 7. The Employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues or agency service fees, provided any such payroll deduction has been approved by the Employer in advance.

Section 8. The Union shall indemnify the Judicial Branch for any liability or damages incurred by the Employer, excluding attorneys' fees, in compliance with this Article.

ARTICLE VIII. **Union Rights**

Section 1. Within 90 days of the execution of this Agreement, the Union will furnish the Employer with a complete list of stewards designated to represent any segment or segments of the employees covered by this Agreement, specifying the jurisdiction and location of each steward or group of stewards, provided that the jurisdiction of each steward shall be limited to such geographical boundaries as are mutually agreed.

Section 2. Except as otherwise provided, Employer representatives shall deal with Union-designated stewards or representatives exclusively in the processing of grievances or any other aspect of contract administration.

Section 3. Access to Premises. Union staff representatives shall be permitted to enter the work premises of the Employer at any reasonable time for the purpose of discussing, processing, or investigating filed or potential grievances or otherwise performing Union business, provided that (1) they give reasonable notice in advance to the supervisor in charge of their intent to enter the work premises, (2) they give notice of their presence immediately upon arrival to the highest level supervisor in charge, or his/her designee and (3) they do not interfere with the performance of duties. Within thirty days of execution of this Agreement, the Union will furnish the Employer with a current list of its staff personnel and their jurisdiction and shall maintain the currency of said list.

Section 4. Role of Steward in Processing Grievances. The stewards will obtain permission from their immediate supervisors to leave their work assignments in order to carry out their duties, properly and expeditiously, in connection with this Agreement. Permission from supervisors, based upon the work situation, will not be unreasonably withheld.

Before contacting an employee, the steward will first report to and obtain permission to see the employee from the employee's supervisor. If the supervisor is not available, the steward will obtain permission from the person left in charge. Permission from supervisors, based upon the work situation, will not be unreasonably withheld. Notifications by stewards to their supervisors and the employees' supervisors to meet with employees and employees' notifications to meet with stewards will state the name of the employee involved, his/her location, the general nature of the Union business to be discussed, and the approximate time that will be needed. Stewards thus engaged will report back to their supervisors on completion of such duties and return to their job and will suffer no loss of pay or other benefits as a result thereof. The

sufficiency of steward coverage shall be a subject of continuing consultation between the Employer and the Union. The Union will cooperate in preventing abuse of this Section.

Section 5. Bulletin Board. The Employer shall furnish reasonable bulletin board space, where presently available, in each location which the Union may utilize for its announcements. In any location presently leased by the Employer where there is currently no bulletin board, the Employer agrees that the Union may make arrangements with the lessor to provide and to install at the Union's expense a bulletin board in an area and position to be agreed upon by the Employer.

Bulletin board space shall not be used for material that is of a partisan political nature, or is inflammatory or derogatory to the Employer. The Union shall limit its posting of notices and bulletins to such bulletin board space.

Section 6. Access to Information. The Employer agrees to provide the Union, upon request and adequate notice, access to materials and information which are necessary for the Union to fulfill its responsibility to administer this Agreement. The Union shall reimburse the Judicial Branch for the expense and time spent for photocopying information.

The Union shall not have access to information which the Employer reasonably determines is privileged or confidential, unless and until such information constitutes the basis, in whole or in part, for disciplinary action as defined in this Agreement, or constitutes the basis for a decision not to select an employee for a promotion as defined in this Agreement.

In denying the Union access to information, the Employer shall state in reasonable detail the basis of the denial.

Section 7. (a) There is hereby established in the professional bargaining unit a bank of 1.0 hours per employee of leave per contract year for use by the Union to conduct its business. For purposes of computation, the size of the bargaining unit will be defined by the total employee count reflected on the Dues/Fees Transmittal for the pay period closest to the expiration of the contract year. Adjustments, if any, to the size of the bank will then take effect on July 1st of the subsequent contract year. For purposes of this Article "contract year" is defined as the period from July 1, (a) through June 30, inclusive, or (b) until the contract expires, whichever occurs first. Time used for processing or investigating grievances, Labor Management Advisory Committee meetings or Steward training shall not be charged to this bank of hours. The Union shall give reasonable advance notice to the Chief Court Administrator or his designee ordinarily five days in advance, specifying the date of release, the names of the employees to be released and their work locations. The Union shall follow up any orally communicated advance notice in writing within a reasonable time. Time off under this section shall be granted subject to operational needs, for periods of not less than one hour and shall be measured to the nearest half-hour.

(b) One Judicial Branch employee serving as an officer of the Union of Professional Judicial Employees shall be eligible for full-time leave of absence for the purpose of conducting Union business. The employee taking such leave shall receive wages and benefits as if he/she were a full-time permanent employee of the Judicial Branch subject to cash reimbursement by the Union to the State of one hundred percent of the cost of all wages and all benefits of said employee. Unless otherwise

agreed, the reimbursements shall be paid on a quarterly basis. Upon cessation of this leave, the Branch shall offer said employee a position within the Division from which he/she came equal to the former position in pay, benefits and duties at the rate in force at time of return from such leave.

Such position shall be within reasonable commuting distance of the employee's home. If no vacancy exists, one may be obtained by invoking Article XV (Reduction in Force) of the collective bargaining agreement.

(c) If this contract is extended pursuant to Article XXXIII (Duration), the provisions of subsection (a) and (b) of this section shall continue in full force and effect until a successor agreement takes effect. Time charged to the bank of hours shall be charged to the bank of hours, if any, provided for in the successor contract.

Section 8. Orientation and Training. The Employer will provide each new employee with a copy of the collective bargaining agreement then in force and will furnish such employee with the name(s) of his/her steward(s). The Judicial Branch shall provide the Union with a list of new employees within a reasonable period of time after they are hired. The Employer will cooperate in permitting a common meal period for the steward and any newly hired employee within five (5) work days.

Section 9. Steward Training. The Judicial Branch and the Union agree that in order to promote the precepts as incorporated in the Preamble of this Agreement and for the expeditious and reasonable processing of disputes under this Agreement, steward training shall be a valuable asset in promoting these goals. To that end, the Judicial Branch agrees to allow each steward up to one day of training, without loss of pay or benefits, provided that no more than twenty-four (24) days shall be available for steward training and further provided that not more than twenty-four (24) stewards are granted time off on the same day. Stewards shall be granted time off for training and representational duties subject to the provisions of Section 7 (c) of this Article.

ARTICLE IX.

Statewide Labor Management Advisory Committee

Section 1. The parties agree that in order to provide a method for promotion of those goals described in the Preamble and for the purpose of addressing future considerations which may affect the continuing climate of harmony and mutual responsibility, there shall be a Statewide Labor Management Advisory Committee, consisting of the authorized representative(s) of the Chief Court Administrator and not more than five (5) designees from professional unit employees represented by the Union. In addition, the Union shall have the right to have a staff representative present as an observer. The parties will cooperate in multi-unit meetings within the Judicial Branch to discuss matters of overlapping concern.

Section 2. Said Committee shall meet no less than semiannually, and possibly more frequently, by mutual agreement, to discuss problems that could lead to system wide or institutional grievances, application, clarification and aberrant manifestations of the terms and conditions of this Agreement, as well as improvement of the parties relationships, and efficiency and increased productivity; the Committee

may, by mutual agreement, discuss additional matters, mutually agreed upon in Committee, which were not within the contemplation of the parties to this Agreement but deserve immediate attention or redress. These meetings shall not be bargaining sessions.

In addition, matters of local concern involving divisions within the Branch may be addressed by mutual agreement. In such instances each party retains the right to substitute, on an ad hoc basis, appropriate personnel familiar with the matters to be addressed.

Section 3. Committee meetings shall be held during normal business hours without loss of pay or benefits provided that no compensatory time or overtime shall be granted for hours outside the employees' normal work schedule.

ARTICLE X. **Grievance Procedure**

Section 1. Definitions; Purpose.

- (a) A grievance is defined as a dispute concerning the interpretation or application of a specific provision of this Agreement.
- (b) Effective upon approval by the General Assembly a grievance is also defined as a written complaint involving the allegation of a pattern of unfair treatment of an employee by the Employer, subject to the following:
 - (1) unfair treatment grievances may be processed only through Step III of the procedure outlined below and shall not be subject to arbitration;
 - (2) the employee shall have the burden of establishing that there is a pattern of unfair treatment;
 - (3) the addition of a "pattern of unfair treatment" as a grievable matter is intended to provide an outlet for employees to grieve problems in interpersonal relationships with supervisors which develop over a period of time. Said addition is not intended as an indirect means of enforcing alleged past practices not expressly incorporated into the Agreement; and
 - (4) upon expiration of this collective bargaining Agreement allegations of a pattern of unfair treatment shall not be grievable unless affirmatively negotiated and agreed to, in writing, by the parties.
- (c) Except as otherwise provided in this Agreement, it is understood and agreed that the grievance procedure is designed as the exclusive procedure for the resolution of disputes which constitute grievances.
- (d) Only one grievance may be filed by the grievant for a particular dispute. This subsection shall not be deemed to preclude the grievant from alleging the violation of more than one contract

provision in a grievance.

- (e) All disputes arising between the parties and their predecessors before the effective date of this Agreement are deemed resolved upon the execution of this Agreement, except as otherwise specifically and expressly set forth herein or in a separate, executed memorandum of agreement. Grievances which are not deemed resolved which arose under the parties' 1999-2002 collective bargaining agreement, and which were filed and processed in a timely fashion, shall be grievable and arbitrable in accordance with, and to the extent provided by, the terms and conditions of the 1999-2002 collective bargaining agreement.

Section 2. Format. Grievances shall be filed on mutually agreed upon forms and shall specify in reasonable detail: (a) the facts; (b) the issue; (c) the date of the violation alleged; (d) the controlling contract provision; (e) the remedy or relief sought. A copy of every grievance filed shall be forwarded to the Manager of Labor Relations simultaneously with its filing at any step.

In the event a form is unclear or incomplete and not in compliance with this Section, the Employer shall make his best efforts to handle the grievance as he understands it.

A grievance may be expanded at or before its submission to Step III, but not after.

Section 3. Grievant. A Union representative, with or without the aggrieved employee(s), may submit a grievance on his/her (their) behalf (a "general" grievance), and the Union may in appropriate cases submit a grievance in its own behalf, with respect to rights of the Union (an "institutional" grievance).

An individual employee at any time may present a grievance to his/her Employer and have the grievance adjusted, without intervention of an employee organization, provided that the adjustment shall not be inconsistent with the terms of the collective bargaining agreement then in effect. The employee organization designated as the exclusive representative shall be given prior notice of the grievance and shall be informed of the terms of the settlement. The steward shall be entitled to receive from the Employer all documents pertinent to the disposition of the grievance and to file statements of position.

Section 4. A grievance shall be deemed waived unless submitted at Step I:

- (a) either within 30 days from the act or omission from which the grievance arises; or
- (b) within 30 days from the date the grievant or any Union representative or steward through reasonable diligence should have known of the act or omission, whichever is later.

Except where the grievant's delay is prejudicial to the other party, a grievance may be filed and processed to arbitration where the grievance involves a repetition of an act or omission in the nature of a continuing violation.

Section 5. Attempts to resolve disputes informally without resort to the grievance procedure outlined in Section 6 are encouraged. The parties may, by mutual agreement, extend any/all time limits to effectuate efforts at informal resolution.

Section 6. Step I. Supervisor. A grievance may be submitted within the 30 day period specified in Section 4 to the employee's first supervisor in the chain of command who is outside the bargaining unit, as such supervisor may be designated by the Chief Court Administrator or his designee after consultation with the Union. Such supervisor shall meet with the Union representative, or the grievant, or both, and issue a written response within 7 days after such meeting but not later than 14 days after the submission of the grievance.

Step II. Executive Director or designee; Chief Public Defender or designee. When an answer does not resolve the grievance at Step I, such grievance shall then be submitted to the Executive Director or designee, or the Chief Public Defender or designee as appropriate. The employee or the Union shall present the grievance within fourteen (14) days to such designee who shall issue a written response to the grievance within fourteen (14) days.

Step III. Chief Court Administrator. When the answer at Step II does not resolve the grievance, the grievance shall be submitted by the Union representative, or the grievant, or both, to the Chief Court Administrator or his designee within fourteen (14) days of the response at Step II. Within fourteen (14) days after receipt of the grievance, a meeting shall ordinarily be held with the employee, or the Union, or both, and a written response shall be issued within thirty (30) days after receipt of the grievance.

Step IV. Arbitration. Within 14 days after the appropriate response at Step III, or if no response is forthcoming, after the expiration of the time limit, the Union may submit an unresolved grievance to arbitration, but no individual employee may submit a grievance to arbitration.

Section 7. For the purpose of the time limits hereunder, "days" shall mean working days, unless otherwise specified. However, such "days" shall not include periods of time, including full days, where the Judicial Branch is closed as a result of inclement weather or legal holiday. The parties to the grievance procedure may, by mutual agreement, extend time limits. The Chief Court Administrator or his designee, and the Union, may, by mutual agreement, waive any or all of the Steps hereinbefore cited.

Section 8. In the event that the Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits therefore shall apply as if the Employer's answer had been timely filed on that last day.

The grievant assents to the last attempted resolution by failing timely to appeal said decision, or by accepting said decision in writing.

Section 9. Settlements of Grievances. Settlements of grievances under Section 6 of this Article shall be reduced to writing, signed, and a copy thereof shall be

forwarded to the Chief Court Administrator. No settlement at Step I or Step II shall constitute a precedent for future grievances or arbitration, unless the parties to this Agreement agree to the contrary; accordingly, except by mutual agreement, such settlements shall not be admissible as evidence in any arbitration proceeding. Settlements at Step III of the grievance procedure shall be deemed precedential unless the parties expressly state to the contrary in the settlement agreement.

Section 10. Consolidation. The parties may, by mutual agreement, consolidate for hearing by a single arbitrator two or more grievances arising out of similar factual situations, or involving similar issues of contract interpretation, or both.

Section 11. Arbitration.

(a) (1) Submission to arbitration by the Union shall be by letter, with the grievance attached, to the Chief Court Administrator or his designee. If the Employer invokes the provisions of this Section, submission to arbitration shall be by letter, with the grievance attached, to the Executive Steward of the Union.

(2) Selection. The parties shall continue to utilize a panel of five (5) mutually agreed upon arbitrators. Unless the parties agree to the contrary for a particular case, the following procedures will apply:

- (i) The arbitrator shall be selected by rotation in alphabetical order from the panel of arbitrators.
- (ii) If the arbitrator is not available to schedule a hearing within sixty (60) days of the receipt of the submission, the next arbitrator in rotation who is available shall be selected.

(iii) A letter containing each of the following elements shall be sent to each of the potential designees to the arbitration panel:

“You have been named to the arbitration panel for the Judicial Professional Unit. In accordance with your request, we shall honor your fee schedule and will likewise honor travel reimbursement requests as presented.

The following uniform conditions apply to all members of the closed arbitration panel. Please advise us if you are unable to accept appointment based upon the following conditions:

1. There shall be no cancellation fee if notice is given at least fourteen (14) calendar days in advance of hearing.
2. Extensions of time, whether requested by either party or by the arbitrator, shall be approved by the parties in writing or by Fax to be valid.
3. If the arbitrator fails to render an award within the time period set forth by the contract or by agreement of the parties, said failure shall render the award voidable unless the parties jointly agree that the award shall be issued.

4. In any matter wherein the parties do not agree to accept a late award, or where such award is vacated (based solely upon timeliness) by order of an appropriate Court, said arbitrator shall be removed from the panel and no billings (except for travel reimbursement) shall issue thereon.”

(3) Procedures; Costs; Attendance. The Arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his appointment. The expenses for the arbitrator's service and for the hearing shall be shared equally by the parties. Unless requested by a party, no verbatim record of the proceeding shall be made. Costs of making a record shall be borne by the requesting party. If a record is made pursuant to a mutual agreement, costs of making such record shall be shared equally.

The costs of a transcript shall be borne by the party requesting same. If the arbitrator requests that a record be made or that he be given a transcript, the costs of said record or transcript shall be shared equally.

The Employer shall grant reasonable time off to employees to attend an arbitration proceeding for the purpose of testifying. The Union shall provide reason-able notice, ordinarily three (3) or more days, of the employees it wishes to be excused for such attendance.

- (b) On grievances when the question of arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator, the arbitrator shall, at the request of either party, conduct a separate hearing on the issue of arbitrability and shall determine that issue before further proceedings are held. In determining such questions a rebuttable presumption of arbitrability shall be applied.
- (c) The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the pertinent provision of this Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was first submitted. Except as expressly provided by a specific provision of this Agreement, the exercise of rights under Article VI (Management Rights) as well as any other matter dealing with the administration of the Branch shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

The arbitrator shall render his decision in writing no later than 30 calendar days after the conclusion of the hearing or receipt of briefs, whichever is later, unless the parties agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes Sec. 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including a decision by a court of competent jurisdiction that the arbitrator's award: (1) contravenes the public interest, or (2) is arbitrary or capricious.

As to the specific, express provisions of this Agreement, the parties have bargained for the arbitrator's construction. Absent any of the above grounds for overturning an award, the courts shall not substitute their interpretation for that of the arbitrator.

Section 12. Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the arbitration procedure:

- (a) discipline of employees, except as provided in Article XIV;
- (b) dismissal of employees during a probationary period;
- (c) disputes over an employee's job classification (reclassification grievances);
- (d) the decision to lay off employees, subject to Article XV (The decision to lay off employees is generally not arbitrable, but is arbitrable if an employee claims a procedural violation under Article XV, Section 3);
- (e) classification and pay grade for newly created jobs, provided, however, this clause shall neither enlarge nor diminish the Union's right to negotiate on such pay grades;
- (f) compliance with health and safety standards and CONN OSHA;
- (g) any incident which occurred or failed to occur prior to the effective date of the pertinent provision of this Agreement, subject to subsection (e) of Section 1 of this Article.

Section 13. Reclassification Grievances. Disputes over an employee's job classification (reclassification grievances) shall be subject to the grievance procedure set forth in Article X, but shall not be arbitrable. The final step of appeal shall be to a three (3) person panel consisting of two members appointed by the Chief Court Administrator and one member appointed by the Union. Pay retroactively, if warranted, may not apply earlier than thirty (30) calendar days prior to the date of the filing of the grievance at the earliest step.

Section 14. Meetings pursuant to this Article shall be held during normal business hours without loss of pay or benefits provided that no compensatory time or overtime shall be granted for hours outside the employees' normal work schedule. All grievance and arbitration related meetings shall be closed to the press and public, unless the parties jointly agree to the contrary.

ARTICLE XI.
Probationary Period

Section 1. (a) The probationary period shall be deemed an extension of the hiring process, or, where applicable, the examination process. Accordingly, permanent status in a duly authorized full-time or part-time position will be attained by the employee after the conclusion of a satisfactory probationary period of nine (9) months of continuous employment, unless, prior to the conclusion of such period, the employee's appointing authority, Administrative Judge or Executive Director reports, in writing, to the Chief Court Administrator of the Judicial Branch that the employee is unable or unwilling to perform his duties so as to merit continuance in such position and is, consequently, to be terminated as of a specific date not later than the termination date of the applicable probationary period.

(b) The employee shall be rated on the criteria, inter alia, of the quality of his/her work, the quantity of his/her work, dependability, conduct, attendance, physical and mental capacity to perform the work assigned, judgment, ability to deal with people, and, if applicable, supervisory ability. Upon receipt of such written notification at any time within the nine (9) month period, the Chief Court Administrator or his designee shall remove the employee's name from the payroll effective on the date specified in the written notification, unless the employee is appointed to another position in the Judicial Branch for which he/she may be better suited.

(c) The Judicial Branch reserves the right to extend the probationary period for a period not to exceed three (3) months. If the Branch decides to invoke this extension provision, it must inform the probationary employee in writing prior to the expiration of the normal nine (9) month probationary term. It is the understanding of the parties that such extensions are to be considered rare exceptions to the normal nine (9) month probationary period.

(d) Employees re-hired into the same classification within thirty-six (36) months shall not be required to serve a new probationary period so long as permanent status had been previously been achieved in the class.

(e) A Judicial Branch decision that a probationary employee is unable or unwilling to perform his/her duties and consequently is terminated prior to the attainment of permanent status shall not be grievable or arbitrable.

Section 2. (a) The attainment of permanent status by an employee shall not be construed to prohibit or restrict the discharge or suspension of the employee.

Section 3. Employees promoted to a higher position shall serve a six (6) month probationary period in that position, subject to the pertinent provisions of Section 1 (a) and 1 (b) of this Article. Upon receipt of written notification of unsatisfactory performance, the employee shall be offered a position similar to that from which he/she was promoted. Neither the offer nor the acceptance of such a position shall be deemed a demotion.

ARTICLE XII.
Performance Appraisal

Section 1. (a) The annual performance appraisal shall be completed approximately three (3) but no less than two (2) months prior to the employee's annual increase date. The performance appraisal will be conducted by a management designee who is familiar with the employee's work. When an employee is rated "unsatisfactory," the rating supervisor shall state reasons and, if practicable, suggestions for improvement. All performance appraisals of "unsatisfactory" must be discussed with the employee at an informal meeting to be scheduled by the rating supervisor, normally within seven days after the employee has seen the report and prior to its submission to the Executive Director. Late performance appraisals shall be voidable at the option of the employee.

(b) There shall be two overall ratings: "satisfactory" or "unsatisfactory." An employee receiving an "unsatisfactory" evaluation shall not receive an annual increment. Each employee shall receive a copy of his/her performance appraisal and shall sign same indicating receipt but not necessarily agreement.

(c) It is the understanding of the parties that the performance appraisal system is intended to inform employees of their strengths and weaknesses and should not be used as a substitute for appropriate disciplinary procedures.

Section 2. (a) Disputes concerning compliance with this Article may be subject to the grievance, but not the arbitration, procedure. Disputes concerning procedural requirements of this Article shall be promptly aired by the employee so that timely correction can be sought. Where appropriate, reasonable efforts shall be made to correct or mitigate alleged procedural defects.

(b) Notwithstanding paragraph (a) of this Section, disputes concerning the grounds for an "unsatisfactory" rating, and thus the denial of an increment, may be subject to arbitration, but the increment may only be restored if the evaluator's decision, in light of all the credible evidence, is clearly shown to be arbitrary and capricious. The arbitrator shall not substitute his/her judgment for the judgment of the evaluator in applying and weighing evaluation standards.

Section 3. All performance appraisals shall be conducted on forms which are standardized either by job classification or by division.

ARTICLE XIII.
Personnel Files

Section 1. Definitions. An employee's "personnel file" is defined as:

(a) the personnel record maintained at the Office of the Chief Court Administrator; and

(b) the personnel file, if any, maintained by an Executive Director, a primary purpose of which is the collection of information concerning an employee's performance or conduct.

The reference above to records in the Office of the Chief Court Administrator shall be deemed, as to employees of the Public Defender Services Commission, to mean records contained in the Office of the Chief Public Defender.

Section 2. An employee on his request, or a Union representative upon written authorization, shall be permitted to examine and copy during normal business hours and at his/her expense, (\$.15 per page), all materials placed in his/her personnel file other than any pre-employment material or any other material that is confidential or privileged.

The Judicial Branch reserves the right to require its designee to be present while such file is being inspected or copied. The Union may have access to any employee records upon presentation of written authorization by the appropriate employee.

Section 3. Upon execution of this Agreement, no new material derogatory to an employee shall be placed in his/her personnel file until he/she receives a concurrent copy of such material. The employee shall sign said copy indicating receipt but not necessarily agreement.

At any time, an employee may file a written rebuttal to such material. Such material, including rebuttal if any, not subsequently incorporated into a service rating shall, upon request of the employee, be expunged after one (1) year.

An employee may file a grievance objecting to any derogatory material placed in his/her file, provided, however, no such grievance shall be arbitrable, unless and until it is used as grounds, in whole or in part, for disciplinary action, or it constitutes the basis of a decision not to select an employee for a promotion as defined in this Agreement.

In any arbitration proceeding alleging that derogatory material constituted the basis of a decision not to select an employee for a promotion, the remedy shall be limited to the removal of such material from the employee's personnel record. Accordingly, no remedy affecting the selection for a promotion shall be available.

Section 4. This Article shall not be deemed to prohibit supervisors from maintaining written notes or records on an employee's performance or conduct for the purpose of preparing performance appraisals and other appropriate purposes.

Such notes or records shall not be admissible in any appeal unless merged into a service rating or personnel record within one year of the date on which such notes or records were prepared.

An employee on his/her request shall be permitted to examine and copy, during normal business hours and at his/her expense, all notes or records placed in his/her supervisor's file. Said notes or records not subsequently incorporated into a service rating shall, upon request of the employee, be expunged after one (1) year.

ARTICLE XIV. **Discipline**

Section 1. Types of Discipline.

- (a) No employee who has attained permanent status shall be discharged, demoted, suspended without pay or reprimanded except for just cause.

- (b) The employer shall not have the authority to transfer any employee due to misconduct. Accordingly, transfers shown to be based on misconduct, shall be voidable without regard to whether such misconduct occurred.
- (c) Preventive discipline shall be defined as suspension with pay.

Section 2. Authority to Discipline.

Discipline may be imposed by any designee of the Chief Court Administrator who is not a member of the bargaining unit. Any discipline that is recommended by an individual who is not a state employee or state official, but rather is someone performing managerial or supervisory responsibilities under a contract with the Judicial Branch, must be approved by a Judicial Branch management employee designated by the Executive Director of the bargaining unit employee's division.

Section 3. Procedures for Imposition of Discipline. Appeal Procedures.

- (a) The employer shall inform the employee in writing of the discharge, demotion, suspension without pay or reprimand, the effective date of such action and the reasons for such action. The employer shall set forth supporting facts in reasonable detail.
- (b) Within fifteen (15) days of the discharge, demotion or suspension without pay, an employee may file a Step III grievance. In cases involving written reprimands the filing deadline remains at thirty (30) days.
- (c) Within fourteen (14) days after the appropriate response at Step III, or if no response is forthcoming after the expiration of the time limit set forth in Article X (Grievance Procedure), the Union may invoke arbitration subject to the provisions of subsection (d) of this section.
- (d) Written reprimands and performance appraisal references thereto, if any, shall be removed from the employee's personnel file one (1) year from the date of issuance provided that no other disciplinary incident occurs during that period of time. Notwithstanding the above, written reprimands shall continue to be grievable but shall not be arbitrable unless and until used as grounds, in whole or in part, for other disciplinary action, or constitute the basis of a decision not to select an employee for a promotion as defined in this Agreement. In any arbitration proceedings alleging that a reprimand constituted the basis of a decision not to select an employee for a promotion, the remedy shall be limited to the removal of the reprimand from the employee's personnel record. Accordingly, no remedy affecting the selection for a promotion shall be available.

Section 4. Preventive Discipline.

- (1) Suspensions with pay shall not be grievable or arbitrable.
- (2) If, as a result of an investigation of allegations of facts leading to a suspension with pay, no action is taken, the record of the suspension shall be removed from the employee's personnel file.

Section 5. Notwithstanding the above provisions of this Article, the Employer may impose any type of disciplinary action on employees who have not attained permanent status; such action shall not be grievable or arbitrable.

Section 6. (a) Employees who engage in a strike, sympathy strike, work stoppage, slow-down, concerted withholding, interruption or disruption of service, sickout, or any interference with the mission of the Judicial Branch may, at the exclusive option of the Employer, be discharged or disciplined.

(b) In taking action under paragraph (a), above, the Employer may also consider whether the employee induced, supported, or encouraged other employees to engage in activities prohibited by Article IV (No Strikes — No Lockout).

Section 7. Disciplinary Interviews. (a) A union steward may attend a disciplinary interview as a witness for, and consultant to, an employee when all of the following circumstances apply:

(1) The employee is being interviewed as a part of an investigation of misconduct by a supervisor, official, or other representative of the Connecticut Judicial Branch.

(2) Such discipline is considered likely at the time of the interview, but no final decision has been reached.

(3) The employee requests the presence of a steward.

(4) A steward is available within a reasonable time, ordinarily not to exceed twenty-four (24) hours.

(5) No emergency work situation involving the employee or the steward exists.

(6) Only one steward may attend an interview or series of interviews.

(b) The rights conferred in this Section constitute the full extent to which the parties intend the Weingarten case to be applied under C.G.S. Section 5-271 (a).

(c) Ordinarily, violations of paragraph (a) shall not be grounds for altering disciplinary action. However, the arbitrator reviewing such action may order other relief appropriate to the nature and circumstances of the case.

ARTICLE XV. **Reduction in Force**

Section 1. Definition. A layoff is defined as the involuntary nondisciplinary separation of an employee due to a reduction in the work force.

Section 2. Reasons for Layoff.

(a) Employees may be laid off because of lack of work, economy, insufficient appropriation, a change in departmental organization, abolition of position or any other cause.

(b) Displacement by Volunteers. Any increased use of volunteers shall not form the basis for a layoff of any unit employee.

Section 3. Procedures for Reduction in Force.

(a) Any necessary cutback in the number of employees shall be accomplished as far as practicable by normal attrition. If cutbacks of bargaining unit employees become necessary, the Judicial Branch and the Union, at the request of the Union, will discuss possible alternatives.

(b) Layoffs within the bargaining unit may be instituted on a department-wide basis or may be limited to one or more position classifications. The employer shall select the classification(s) involved in the layoff.

(c) In the event a layoff is necessary, employees serving a probationary period in that classification shall be laid off first; thereafter permanent employees shall be laid off in inverse order of seniority.

(d) Seniority as used in this Article is defined as current continuous service as a full-time or part-time (pro-rated) employee in the employee's current classification. Current continuous service of full-time Adult Probation Commission employees as of December 31, 1978, shall be deemed service in the Adult Probation series.

The term "current classification" includes:

(1) for supervisory employees both the job title held and non-supervisory job titles in the classification series, e.g. a Chief Probation Officer's service as a Probation Officer I, Probation Officer II, etc., constitutes service in the "current classification"; and

(2) for non-supervisory employees all non-supervisory job titles in the classification series, e.g. a Probation Officer II's service as a Probation Officer I, Trainee, etc., constitutes service in the "current classification."

(3) for non-supervisory employees, immediately prior permanent service in a professional bargaining unit classification that has been eliminated.

(e) Bumping. Within seven days after the notice specified in Section 5, the employee shall provide written notice to the Director of Human Resource Management whether he/she elects to exercise bumping rights, and, if so, the classification he/she has selected. This election shall be binding on the employee and his/her failure to elect shall constitute a waiver of bumping rights.

An employee in a permanent professional bargaining unit position may bump any temporary employee in his/her current classification within the same division and within the same judicial district. Also, an employee in a permanent professional bargaining unit position may bump into the professional bargaining unit classification he/she held immediately prior to the current classification, if he/she had held a permanent position in that classification. The bumper shall be deemed to have only the seniority previously gained in the permanent position in the formerly held classification or classification series and in the bumper's present classification or classification series and shall bump the employee with the lowest seniority in the previous classification statewide with less seniority than the bumper.

The bumped employee shall receive not less than fourteen (14) days notice of layoff and may be allowed in lieu of layoff, if he/she is in a permanent position, to bump any temporary employee in his/her current classification. When an employee bumps into a classification with a lower salary range in order to avoid layoff, his/her rate of pay in the lower classification shall be at the closest, or, if possible, the same rate in the lower salary range but not more than he/she was receiving at the time of bumping.

The Employer shall give the Union not less than four (4) weeks notice of layoffs.

Section 4. Impact of Contracting Out. (a) During the life of this Agreement no full-time permanent employee will be laid off as a direct consequence of the exercise by the Employer of its right to contract out.

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

Section 5. Notice of Layoff. The Employer shall give employees not less than four (4) weeks notice of layoffs.

Section 6. Seniority. An employee who has been laid off shall retain his/her seniority for twenty-four (24) months but he/she shall not continue to accrue seniority while laid off.

Section 7. Recall. Employees who have been laid off shall be recalled, in order of seniority within their current classification as defined in Section 3 (d), above, provided that if an employee refuses to accept a position within thirty (30) miles of the employee's home, then the Employer's obligation to said employee shall be fully discharged and the employee shall have no further rights to be recalled. Notwithstanding the above, the Employer's obligation to recall an employee shall be discharged twenty-four (24) months following the employee's layoff.

Section 8. Seniority Tiebreaker. When employees are deemed to have equivalent seniority in class, the following shall be the method by which "ties" are broken:

(1) The employee with greater "total service" in the Judicial Branch shall be deemed more senior, and if that does not break the tie, then;

(2) The employee with greater total state service, as calculated for longevity purposes, shall be deemed more senior, and if that does not break the tie, then;

(3) The determination shall be resolved by drawing the name(s) of the person(s) to be deemed more senior by lot.

Section 9. Expedited Arbitration. Where there is a dispute concerning the employer's determination of relative seniority for the purpose of layoff, expedited arbitration shall be available.

Expedited arbitration shall be accessed by the filing of a grievance within ten (10) work days of the receipt of the layoff notice. The grievance must identify the employee or employees who should have been laid off other than the grievant or grievants. The grievance shall be deemed waived unless submitted at Step 3: (a) either within 10 work days of the receipt of the notice of layoff; or (b) within 30 days from

the date the grievant or any Union representative or steward through reasonable diligence should have known of the act or omission, whichever is later.

Within three (3) work days thereof, the Director of Human Resource Management or his/her designee shall hold a conference with the Grievant and the Union. If the matter is not resolved at that conference, the parties shall arrange for arbitration within twenty-one (21) calendar days thereafter.

In any arbitration hereunder, the parties shall be obligated to present all information at the hearing. There shall be no subsequent briefing and the record shall close at the end of the hearing. The arbitrator shall be obligated to render a bench decision but, at the request of either party, shall commit his/her decision to writing within thirty (30) days thereafter. The statutory period for appeal of said award shall run from the date of receipt of said written award, if any.

Section 10. There shall not be any additional layoffs of permanent employees during the remainder of this contract except for layoffs due to Branch consolidations, closings and/or programmatic reductions enacted by the Legislature. This provision shall not apply to grant-funded or federally funded positions upon the expiration of those funds. This provision shall expire June 30, 2006.

ARTICLE XVI. **Safety**

The Employer is receptive to all recommendations regarding improvement of apparently unsafe or unhealthy conditions. Once the Employer determines that an unsafe or unhealthy condition exists, it will (1) attempt to alleviate or otherwise remedy the condition, or (2) exert a good faith effort with appropriate third parties to alleviate or otherwise remedy the condition. In the event there is a disagreement regarding whether an unsafe or unhealthy condition exists, the Union and the Employer will attempt to resolve it informally.

If an employee is required to perform some duty or task under an unsafe condition which in fact presents a clear, present, and substantial danger of physical harm, the employee may refuse to perform the duty or task pending the immediate and expedited communication of the unsafe condition through the chain of command.

Disputes over unsafe or unhealthy working conditions shall be processed through the Labor Department for compliance with CONN-OSHA or otherwise with the Statewide Labor Management Advisory Committee, but shall not be subject to the grievance procedure.

The appropriate applications of this Section, including disputes on operating unsafe vehicles or equipment, shall be discussed by the Statewide Labor Management Advisory Committee.

Within sixty (60) days of the approval of this agreement, a Committee on Health and Safety Issues, made up equally of labor and management representatives, shall convene for the purpose of examining and making recommendations concerning health and safety issues impacting the work place. Said committee shall meet not less than quarterly and shall communicate its findings to the appropriate Executive Director.

ARTICLE XVII.
Compensation

Section 1. Base Salary.

(a) Effective July 11, 2003, the base annual salary of all employees shall be increased by three percent (3.0%).

(b) Effective June 25, 2004, the base annual salary of all employees shall be increased by three percent (3.0%).

(c) Effective June 24, 2005, the base annual salary of all employees shall be increased by three percent (3.0%).

Section 2. Annual Increments. Employees will be eligible for and shall receive annual increments during the term of this agreement in accordance with historical July/January practice, except as specifically revised by this collective bargaining agreement. Effective December 26, 2003, employees at the maximum step of the salary plan who have ceased receiving annual increments shall be eligible for a lump sum payment of five hundred dollars (\$500). The payment shall be made as of the date the increment would have applied (e.g. January 1 or July 1) and may be denied for an overall "unsatisfactory" performance appraisal.

There shall be no payment of annual increments or the \$500 payments for the 2002-2003 contract year. The annual increments and the \$500 payments shall be delayed by six (6) months in the 2003-2004 and 2004-2005 contract years and paid accordingly in the pay periods which include January 1 (for those with July increments) or July 1 (for those with January increments).

Section 3. Longevity. Employees shall continue to be eligible for longevity payments for the life of the contract in accordance with existing practice.

Section 4. Travel Reimbursement. Effective January 1, 2004, an employee who is required to travel on official state business shall be reimbursed up to the following rates, subject to the conditions outlined in the Standard State Travel Regulations.

Breakfast	\$7.00
Lunch	\$9.00
Dinner	\$19.00
Miscellaneous (maximum)	\$6.00

Maximum Total =	\$41.00

An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position, may be reimbursed for lodging expenses in accordance with the Standard State Travel Regulations. Advance approval must be obtained from the Office of the Chief Court Administrator.

During the term of this Agreement, an employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed in accordance with the

Government Services Administration (GSA) rate adjusted to the first day of the month that follows the GSA rate change. Reasonable parking fees and tolls shall also be reimbursed when the request is accompanied by receipts.

Section 5. Tuition Reimbursement. The Employer shall allocate \$8,000 for contract year 2002-2003, \$10,000 for 2003-2004, \$11,000 for 2004-2005 and \$12,000 for 2005-2006 for the existing tuition reimbursement program. Unused amounts allocated for tuition reimbursement in one fiscal year shall be available in the next fiscal year.

Section 6. Conference Fund. (a) The Employer shall allocate \$24,000 for contract year 2002-2003, \$28,000 for 2003-2004, \$30,000 for 2004-2005 and \$32,000 for 2005-2006 to finance attendance at workshops, seminars or conferences by employees without loss of pay or benefits. Such workshops, seminars or conferences must be educational and beneficial to the employee and the Judicial Branch and shall not include steward training. A maximum of \$200.00 shall be allotted for any one attendance and no employee will attend more than two conferences, workshops or seminars per year of this Agreement. These funds shall be used for payment of fees and/or travel expenses, including such items as meals or lodging. These funds shall be allocated in equal amounts on a quarterly basis, funds not committed in one quarter shall carry over to the next quarter. Unused amounts allocated for conference fund reimbursement in one fiscal year shall be available in the next fiscal year.

(b) Every effort shall be made by the Employer to allow participation in said workshop, seminars or conferences. Selection of employees shall be made by the Employer.

(c) Upon approval of a request under this section by the Branch, such request shall be forwarded to the Director of Financial Services at least two (2) weeks in advance of the event. If an employee who has had a request approved does not attend the workshop, seminar or conference, prompt notice of cancellation shall be provided to the Branch.

As soon as possible but not more than thirty (30) days following the event, the employee shall submit a claim for reimbursement on the appropriate form and required receipts to the Branch. If no claim for reimbursement has been submitted within ninety (90) days of the date a workshop, seminar or conference was scheduled, the funds committed for that activity shall be released and made available for others.

Funds committed for workshops, seminars or conferences in one fiscal year shall carry over to the next fiscal year in order to allow payment of prior year claims.

Employees who attend these activities may be requested by management to prepare reports and/or make a presentation on the events and information acquired.

Section 7. Automobile Availability Fee. Effective in contract year 2003-2004 and for each contract year thereafter, employees required to have a vehicle available for daily use, excluding employees who are assigned a state vehicle full-time, shall receive an automobile availability payment of three hundred dollars (\$300).

Section 8. On Call/Standby Pay. Employees required by managerial directive to standby, carry a response device or be available for immediate response during off-duty hours, shall be compensated at the rate of \$150.00 per month.

ARTICLE XVIII.
Temporary Service in a Higher Class

Section 1. An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first consecutive workday, be paid for such actual work retroactive to the first day of such work at the rate of the higher class as if promoted thereto.

Section 2. Such assignments may be made when there is a vacancy in a permanent position which management has decided to fill, or when an employee is on extended absence due to illness, leave of absence, or other reasons. Extended absence is one which is expected to last more than thirty (30) working days.

Eligibility for temporary assignments to a higher classification requires that the employee meet the minimum qualifications for the higher classification as defined in the official job specification.

Section 3. An Executive Director making a temporary assignment to a higher class shall issue the employee written notification of the assignment and shall immediately forward the appropriate form seeking written approval of the assignment from the Chief Court Administrator or his designee.

The Chief Court Administrator or his designee shall expedite requests for approval of assignments to temporary service in a higher class.

Section 4. If on or after the thirty-first consecutive working day of such service, the Chief Court Administrator or his designee has not approved the assignment, or in the event the Chief Court Administrator or his designee disapproves the requested assignment, the employee upon request shall be reassigned to his/her former position.

If the employee does not request reassignment to his/her former position, the employee shall continue working as assigned.

Section 5. Temporary assignments to a higher class for periods of thirty (30) working days or less shall not be utilized to defeat the basic contractual obligation herein.

ARTICLE XIX.
Hours of Work

Section 1. Regular Workweek.

(a) Full-time professional employees work a regular forty (40) hour week for the term of this agreement provided that hours of duty are based upon position

responsibility. Such employees shall work as needed or required, consistent with the provisions of Article XX (Compensatory Time Off).

Section 2. Scheduling of Hours.

(a) Full-time employees normally work Monday to Friday between the hours of 8:00 a.m. and 5:15 in accordance with one of the following schedules:

8:00 a.m. to 4:30 p.m.	8:00 a.m. to 4:45 p.m.	8:00 a.m. to 5:00 p.m.
8:15 a.m. to 4:45 p.m.	8:15 a.m. to 5:00 p.m.	8:15 a.m. to 5:15 p.m.
8:30 a.m. to 5:00 p.m.	8:30 a.m. to 5:15 p.m.	8:45 a.m. to 5:15 p.m.

(b) nothing in this article shall be deemed to prohibit the employer from assigning employees regular work hours outside the normal schedule so long as the Employer has met its responsibility to bargain over said changes of hours in accordance with the State Employees Relations Act (SERA).

Section 3. Meal Periods. Meal periods shall be one (1) hour, forty-five (45) minutes or thirty (30) minutes at the option of the employee during the term of this agreement.

Meal periods shall be scheduled close to the middle of a shift, subject to the operating needs of the jurisdiction as determined by officials in charge. Meal periods shall, except in unusual circumstances, be considered duty free. Meal periods shall not be counted as work time. The voluntary omission of a meal period in whole or in part shall not modify the starting or leaving time schedule.

Section 4. Rest Periods. (a) Employees shall be entitled to two (2) fifteen (15) minute rest periods during the working day, one (1) in each half shift (to be scheduled by the supervisor), except that operational needs may preclude such periods for courtroom personnel. A rest period commences when the employee ceases work at the duty station. The voluntary omission of a rest period in whole or in part shall not modify the starting or leaving schedule.

ARTICLE XX.
Compensatory Time Off

Section 1. Definition. For purposes of this Agreement, compensatory time off is defined as leave time related to the number of hours an employee has worked in excess of the standard workweek providing, however, that such additional hours worked have accrued in accordance with this Article.

Section 2. Accrual.

(a) No employee may earn compensatory time off unless:

(1) the employee is specifically directed and required, at the invitation of a judge, supervisor, or other authorized

official, to perform work in excess of their standard workweek; or

(2) the Executive Director, upon request of the employee, approves in writing compensatory time off for work already performed. It is further provided that compensatory time shall not accrue for work performed at an employee's place of residence.

(c) **Grace Period.** Compensatory time may not be claimed for consecutive worktime, otherwise claimable under this Article, of less than fifteen (15) minutes.

(d) **Measurement.** Compensatory time shall be measured to the nearest fifteen (15) minutes.

Section 3. Taking and Lapse of Compensatory Time. Compensatory time earned will lapse unless it is taken not later than during the third month next succeeding the month in which it has accrued. However, with the permission of an employee's first supervisor outside the bargaining unit, earned compensatory time may be carried over for an additional period not to exceed one (1) month, if all of the following conditions have been met:

(1) at least two (2) days in any month have been earned;

(2) continuing job responsibilities preclude the taking of such time; and

(3) the employee has requested such time off within two (2) weeks prior to the initial lapse date.

Requests for permission to carry over such time shall be made in a timely fashion and shall not be unreasonably withheld.

Section 4. Reporting. When compensatory time is earned or taken it must be reported on the attendance report submitted to the Office of the Chief Court Administrator.

ARTICLE XXI.

Vacation—Personal—Military Leave

Section 1. Eligibility for Vacation Leave. Each full-time or pro-rated part-time permanent employee in the bargaining unit who is included in the regular bi-weekly payroll and whose salary is allocated to a particular group and step, is eligible to accrue vacation time with pay.

The term "permanent employee" shall be construed to mean an employee in a permanent position as distinguished from an employee who is paid on the temporary payroll. It shall not be construed to mean an employee with "permanent status" as defined in Article XI (Probationary Period).

The Chief Court Administrator or his designee may establish regulations concerning the accrual, prorating, and granting of vacation time with pay for employees of the Judicial Branch who hold permanent part-time positions and who are included in the regular biweekly payroll.

Section 2. Accrual of Vacation Time.

- (a) (1) Eligible employees who are on the forty (40) hour per week payroll shall accrue ten (10) vacation hours per month for each completed month of continuous full-time service except that employees who have completed twenty (20) years of service shall accrue thirteen and one-third (13 1/3) vacation hours for each completed month of continuous full-time service.
(2) In computing the effective date of an employee's first month's accrual at the twenty (20) year rate, all service time accepted for purposes of computing longevity payments to such employee shall apply.
- (b) Vacation leave starts to accrue with the first working day of the first full calendar month after date of commencement of employment and is credited to the eligible employee on the completion of the calendar month.
- (c) No leave shall accrue for any calendar month in which an employee is on leave of absence without pay for more than an aggregate of three (3) working days.
- (d) Unused vacation hours may accumulate to a maximum of the equivalent of one hundred twenty (120) days. After an employee has attained this maximum accrual, vacation hours shall begin to reaccrue in the month when some of such leave is taken.

Section 3. Taking Vacation Time.

(a) An employee shall be allowed, subject to the approval of his Executive Director, to choose the time of his/her vacation. In the event of conflicting schedules of leave, length of service in the Branch shall prevail, provided the more senior employee has chosen the time of his/her vacation at least 60 days prior to the commencement date of the vacation. Seniority for purposes of this paragraph shall be defined as current, continuous service as a full-time employee in the Connecticut Judicial Branch.

(b) In no event shall an employee take more than the hourly equivalent of twenty-five (25) working days accrued vacation time in any one calendar year without first having obtained the approval of the Office of the Chief Court Administrator.

Section 4. Payment for Accrued Vacation Time on Termination of Employment.

(a) On termination of employment by retirement or resignation, each eligible employee, other than one whose compensation is fixed by statute, shall be granted a lump sum payment for vacation leave accrued and unused up to and including the last full calendar month of work. The amount paid shall be equal to the employee's hourly rate, which shall be based upon the employee's salary at the time of his/her resignation or retirement, times the number of unused vacation hours accrued to his/her credit at the time of his/her resignation or retirement.

(b) In the event an employee, other than one whose compensation is fixed by statute, dies, a lump sum payment shall be made for all vacation leave accrued to him/her and unused at the time of his/her death. The amount paid shall be equal to the salary the deceased employee would have received had he/she remained in the service of the Judicial Branch until the expiration of such vacation period. Such payment shall be made to the surviving beneficiary or beneficiaries lawfully designated by the

employee under the state employees retirement system or, if there is no such designated beneficiary or beneficiaries, to the estate of the deceased.

Section 5. Transfer of Vacation Accrual. The number of vacation hours accrued by a state employee up to the date he/she transfers into the Judicial Branch shall be accepted by the Branch and credited to him/her on the Branch's personnel records.

Section 6. Personal Leave Days.

(a) In addition to normal vacation accrual as set forth in these regulations, there shall be granted to each full-time or pro-rated part-time, permanent employee of the Branch three (3) days of personal leave of absence with pay in each calendar year. Accrual and use of personal leave time shall be measured in "hours" rather than "days."

(b) Personal leave of absence shall be taken for the purpose of conducting private affairs, including observance of religious holidays, and shall not be deducted from vacation or sick leave credits. Personal leave of absence time may be taken only when requested in advance by the employee and approved by his/her Executive Director. Personal leave days which are not taken in a calendar year shall not be accumulated but shall lapse.

(c) Full-time permanent employees of the Judicial Branch may not take personal leave time until after the conclusion of six (6) months continuous service as full-time employees of the State of Connecticut, during which period they have not been on a leave of absence without pay for more than ten (10) working days.

Section 7. Records. All vacation leave and personal leave shall be recorded in the attendance records in the Office of the Chief Court Administrator. Such records shall reflect for each eligible employee the current amount of vacation leave accrued, the amount and dates when such leave was taken, the current balance of such leave available, and the number of personal leave hours taken during the calendar year. The records will be subject to review by the Chief Court Administrator and the individual record of an employee in the Department shall be available to such employee upon written request.

Section 8. Military Leave. A full-time permanent employee of the Branch who is a member of the armed forces of the State or of any component of the armed forces of the United States and who is required to undergo field training therein shall, for a period not exceeding three (3) calendar weeks of such field training each year, be entitled to a leave of absence with pay, in addition to his/her annual vacation. Such military leave shall be granted upon submission to the Chief Court Administrator of acceptable and official military orders for such military training. Further military leave of absence with pay, up to a maximum of thirty (30) days in any calendar year, may be granted by the Chief Court Administrator for service due to emergencies proclaimed by the Governor or the President.

ARTICLE XXII.

Sick Leave—Leave Without Pay

Section 1. Eligibility for Sick Leave. Each full-time or pro-rated part-time, permanent employee in the bargaining unit who is included in the regular biweekly payroll and whose salary is allocated to a particular group and step is eligible to accrue sick leave starting with the first working day of the first full calendar month after date of commencement of employment in the Branch.

Section 2. Sick Leave Accrual.

(a) Sick leave accrues at the rate of ten (10) hours per completed calendar month of continuous full-time service for employees who work a scheduled eight (8) hour day. Sick leave continues to accrue during the period of time an employee is on an authorized leave of absence with pay.

(b) Sick leave continues to accrue in the month when some of such leave is taken.

(c) No sick leave hours shall accrue for any calendar month in which an employee is on leave of absence without pay for an aggregate of more than three (3) working days.

(d) Sick leave shall accrue for the first twelve (12) months in which a Judicial Branch employee eligible to receive workers' compensation and sick leave benefits is actually receiving workers' compensation benefits under the provisions of the General Statutes.

Section 3. Granting Sick Leave.

(a) Sick leave to the extent accumulated by the employee and credited to his/her account in the attendance and leave records maintained by the Chief Court Administrator shall be granted to an eligible employee upon satisfactory proof of illness or injury, including pregnancy, incapacitating such employee for duty, in order that such employee may recuperate from such illness or injury. During such leave the employee shall be compensated in full and retain his/her employment benefits.

(b) Sick leave to the extent accumulated by the employee and credited to her account in the attendance and leave records maintained by the Chief Court Administrator shall be granted to an employee during the period of time that she is disabled as the result of pregnancy. Disability may be presumed starting not more than four (4) weeks prior to the expected date of delivery as certified by the employee's physician and may be presumed ending not more than six (6) weeks following the actual date of birth.

(c) Sick leave to the extent accumulated by the employee and credited to his/her account in the attendance and leave records maintained by the Chief Court Administrator shall be granted to employees for the adoption or taking custody of a child up to a maximum of six (6) weeks immediately following the event subject to proper certification.

(d) The time an employee is sick while on annual vacation leave, other than terminal vacation leave, shall be charged against accrued sick leave if the employee files an acceptable medical certificate with the Chief Court Administrator attesting to the fact that the employee was sick and would have been unable to work on the day or days claimed sick.

(e) A holiday occurring when an employee is on sick leave will be counted as a holiday and not charged as sick leave. When special time off is granted, however, an

employee on sick leave shall be charged as prescribed by the Chief Court Administrator.

(f) If an employee is receiving workers' compensation or disability compensation, he/she may elect to draw upon his sick leave to the extent authorized by the General Statutes.

(g) Consistent with existing practice, upon exhaustion of accrued sick leave, other accrued paid leaves may be used by employees who are incapacitated or disabled as provided in and subject to the conditions of paragraphs (a) and (b), above.

Section 4. Special Leave of Absence with Pay Chargeable to Accrued Sick Leave. Any eligible employee may be granted special leave of absence with pay chargeable to accrued sick leave for the following reasons:

- (1) for medical or dental treatment for which arrangements cannot be made outside of working hours;
- (2) when his/her presence at duty will expose others to contagious disease;
- (3) in the event of death in the immediate family when as much as five (5) working days leave with pay may be granted. Immediate family means husband, wife, father, mother, sister, brother or child, and also any relative who is domiciled in the employee's household;
- (4) in the event of critical illness or severe injury in the immediate family creating an emergency requiring the attendance or aid of the employee, when as much as ten (10) days leave with pay in a calendar year may be granted;
- (5) going to, attending, and returning from funerals of persons other than members of the immediate family, if prior permission is requested of, and granted by, the employee's supervisor; and
- (6) in connection with the birth, adoption or taking custody of a child, or the prenatal or postnatal care of a spouse when as much as three days of leave with pay will be provided to a spouse. Vacation or personal leave may also be used for such purposes subject to the approval of the employee's Executive Director.

Section 5. Advanced Sick Leave.

(a) No sick leave with pay in excess of the sick leave hours accumulated to an eligible employee's credit shall be granted unless authorized in advance by the Executive Secretary with the approval of the Chief Court Administrator. Such authorizations shall be granted only in cases involving extended periods of illness or injury. No advance of sick leave shall be authorized unless the employee has first exhausted all accrual to his/her credit for sick leave and vacation leave, including current accruals. No advance of sick leave shall be granted until an employee has completed at least five (5) years of full-time employment in state service.

(b) The advanced sick leave which may be granted shall be on the basis of one (1) day at full pay for each completed year of full-time service. In no case shall advanced sick leave exceed thirty (30) days at full pay.

(c) Any such advanced sick leave as may be granted shall be repaid by an equal charge against such sick leave as the employee may subsequently accrue. No

repayment of advanced sick leave shall be required, however, until the employee has first accrued five (5) days of sick leave following his/her return to duty.

Section 6. Medical Certificate. For the following reasons an acceptable medical certificate, signed by a licensed physician or other practitioner whose method of healing is recognized by the State, may be required of an employee by the Office of the Chief Court Administrator or by an employee's Executive Director to substantiate a request for sick leave or special leave of absence with pay:

- (1) any period of absence consisting of more than five (5) consecutive working days;
- (2) to support request for sick leave during annual vacation;
- (3) when excessive absenteeism or other circumstances indicate reasonable cause for requiring such a certificate.

The Office of the Chief Court Administrator may designate a physician who is mutually agreed upon to make a further examination.

Section 7. Removal from Payroll. Any eligible employee in the Branch absent from duty by reason of illness or injury who has exhausted all of his/her accrued sick leave, vacation leave including current accrual, personal leave days, advanced sick leave, when applicable, and emergency sick leave, pursuant to section 13, when applicable, and who thereafter does not return to duty, will receive no further compensation and will be removed from the active payroll of the Branch until such time as he/she returns to duty.

Section 8. Leave of Absence Without Pay.

- (a) (1) A leave of absence without pay for the protection or improvement of an employee's health, or for any other cause considered reasonable or proper, may be granted to an employee upon approval of the appointing authority or any authorized committee thereof for a period not to exceed one (1) year. Requests for such leave must be submitted in writing to the Office of the Chief Court Administrator. Such leave may be extended beyond one (1) year by the appointing authority or any authorized committee thereof.
- (2) Upon expiration of paid leave for disability resulting from pregnancy or the adoption or taking custody of a child, the employee may request, and shall be granted, a medical leave of absence without pay, position held, for a period not to exceed six (6) months following the date of termination of the pregnancy or the date of taking custody of the child. Such medical leave of absence may, at the exclusive option of the appointing authority or any authorized committee thereof, be extended beyond the six (6) month period, with or without holding the position. Requests for such extensions shall be submitted to the Office of the Chief Court Administrator.
- (b) A leave of absence without pay shall be granted to a full-time, permanent employee who leaves his/her employment for the purpose of entering the armed forces of the United States. Such an employee shall be reinstated in his former position and duties, provided the following conditions are met:

- (1) within ninety (90) days after he/she has received a certificate of satisfactory service from the armed forces, he/she makes application for return to service with the Judicial Branch;

- (2) such person must be able and qualified to perform the work required;
- (3) work must be available. In considering the factor of availability of work, the appointing agency of the Judicial Branch shall replace any employee, junior in service, who was employed for the purpose of filling the position vacated by such returning employee.

This Section shall not apply to any employee who, because of voluntary reenlistment, has been absent from the service with the Judicial Branch for a period of more than three (3) years in addition to war service or compulsory service and the ninety (90) day period hereinbefore provided for.

Section 9. Status of Accrued Sick Leave and Paid Leave Upon Re-employment of Resigned Employee. Any employee who resigns in good standing from the Branch and who is reemployed within one (1) year from the date of his/her resignation shall be credited with the amount of sick leave accrued to his/her credit on the effective date of his/her resignation.

Section 10. Compensation for Unused Sick Leave Accrual Upon Retirement. Each eligible employee in the Branch who retires on or after July 1, 1978, shall be compensated, effective as of the date of his/her retirement, at the rate of one-fourth (¼) of his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days pay.

Section 11. Records. All leave with or without pay shall be recorded in the attendance records in the Office of the Chief Court Administrator. Such records shall reflect the current amount of sick leave accrued, the amount and dates when leave was taken, and the current balance available to each employee. The records will be subject to review by the Chief Court Administrator, and the individual record of an employee in the Branch shall be available to such employee upon written request.

Section 12. Upon death of an employee who has completed ten (10) years of State service, the employer shall pay to the beneficiary one-fourth (¼) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days pay.

Section 13. Emergency Sick Leave Bank.

(a) There shall continue to be an Emergency Sick Leave Bank, composed of the contributions of bargaining unit employees pursuant to the terms of the 1983-86 collective bargaining agreement, and any additional contributions as provided pursuant to this section. All unit employees serving an original probationary period on the effective date of this Section and all unit employees hired after that date shall contribute eight (8) hours from accrued sick leave to the sick leave bank upon obtaining permanent status. Hours contributed shall not revert to employees if not used.

(b) Days contributed to the bank shall thereafter be allocated to non-probationary employees with catastrophic or extended, long-term illness.

(c) To be eligible for allocation of sick days from the bank an employee must meet the following conditions:

(1) Exhaustion of all sick leave, personal and vacation leave, including advance sick leave under Section 5 of this Article.

(2) The illness or injury is not covered by workers' compensation and/or such benefit has been exhausted.

(3) An acceptable medical certificate supporting the absence is on file.

(4) The bank is not depleted.

(d) Days shall be allocated by the Labor Management Advisory Committee. This Committee shall have full authority to grant benefits and administer the program in accordance with guidelines outlined in subparagraph (b), above. In addition, the Committee shall consider as a factor the extent and circumstances of the applicant's usage of sick leave prior to the illness in question.

(e) Unused days shall be carried over from year to year and shall not lapse.

If at any time the bank balance should fall below seven hundred fifty (750) hours, the Committee shall be empowered to withdraw a supplemental contribution of up to eight (8) hours from each permanent employee's accrued sick leave. Said withdrawal should be made only after a majority vote of the Committee.

(f) Time off without loss of pay or benefits may be granted, as necessary, to members the Committee to attend meetings to administer this program.

(g) The actions or non-actions of this Committee shall in no way be subject to collateral attack or the grievance/arbitration machinery. The panel shall not be considered a State agency, board or any other subdivision of the Employer. No requests shall be conducted as contested cases or otherwise be subject to the Administrative Procedure Act.

ARTICLE XXIII.

Holidays

Section 1. Holidays.

(a) For the purposes of this Article, holidays are as follows: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

(b) Each bargaining unit employee shall be entitled to a day off from work without loss of pay or benefits for each designated holiday or date of celebration, but not both.

Section 2. (a) Premium Holidays. Bargaining unit employees, who are required to work or are called in to work on a premium holiday shall be paid at the rate

of time and one-half for all hours worked on the premium holiday in addition to compensatory time for the day. Premium holiday pay will be paid for work on the dates set forth in subsection (b) even if these dates fall on a Saturday or Sunday.

(b) For purposes of this section, premium holidays are:

New Year's Day	January 1st
Memorial Day	the last Monday in May
Independence Day	July 4th
Labor Day	the first Monday in September
Thanksgiving	the fourth Thursday in November
Christmas Day	December 25 th

Premium pay shall be paid for those shifts with the majority of hours on the premium holiday. In no event will the Employer make premium payment for more than a twenty-four (24) hour period.

(c) Bargaining unit employees who are required to work or are called in to work on other holidays shall be paid at the regular hourly rate in addition to compensatory time for the day.

Hours worked on other holidays shall be paid at the regular hourly rate in addition to compensatory time for the day.

ARTICLE XXIV. **Group Health Insurance**

The state shall continue in force the health insurance coverage in effect on June 30, 2002, subject to the negotiations of the Health Care Cost Containment Committee.

ARTICLE XXV. **Employee Rights**

Employees covered by this Agreement shall suffer no reprisals for exercising their rights under this Agreement. Employees covered under this Agreement shall have full rights to Union representation as described in Article X (Grievance Procedure) and Article XIV (Discipline), Section 6.

ARTICLE XXVI. **Transfers for Operational Reasons**

Section 1.

(a) The Employer decides the job class involved in transfers, and determines the location from which and to which such transfers will be made. In determining such locations, commuting distances shall be a factor considered.

- (b) Seniority for purposes of this Article is determined by date of appointment to the job class identified for transfer and shall be deemed broken only by termination of employment, dismissal or retirement. Ties in seniority shall be resolved utilizing the method defined in Article XV, Section 8.

Section 2.

- (a) A permanent transfer is defined as a permanent, indefinite change in duty station. Permanent transfers shall first be attempted on a voluntary basis with seniority, as defined in Section 1b above, being the controlling factor. Involuntary permanent transfers shall be made in accordance with inverse seniority (as defined in Section 1. (b) above) with the least senior employee in the identified job class at the identified location being transferred.
- (b) The employee to be transferred may refuse to accept a permanent transfer by bumping the least senior bargaining unit employee in the job class involved. The bumped employee shall be subject to transfer by the Employer.

Section 3. A temporary transfer is defined as a temporary assignment away from the duty station. Ordinarily such transfers shall not exceed sixty (60) calendar days. No employee will be required to be in temporary transfer status for more than 120 calendar days in any calendar year. In making temporary transfers the Employer shall consider the wishes of employees, seniority, and operational needs; provided, however, its determination shall not be subject to review under Article X (Grievance Procedure). Employees in temporary transfer status shall receive mileage in accordance with existing practice.

ARTICLE XXVII.
Legislative Action

The cost items contained in this Agreement and the provisions of this Agreement which supersede pre-existing statutes shall not become effective unless and until legislative approval has been granted pursuant to Section 9 of Public Act 75-566. The Employer shall request such approval as provided in Section 9. If the legislature rejects such request as a whole, the parties shall return to the bargaining table.

ARTICLE XXVIII.
Savings Clause

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force, and the parties shall immediately negotiate a substitute provision. Disputes concerning the appropriate substitute provision shall not be grievable or arbitrable.

ARTICLE XXIX.

Retirement

The terms and conditions of employee retirement benefits have been negotiated separately by the State and the Union and shall continue under the terms of the Agreement.

ARTICLE XXX.

Supersedence

Section 1. The inclusion of language in the Agreement concerning matters formerly governed by law, regulation, or policy directive shall not be deemed a preemption of the entire subject matter. Accordingly, statutes, rules, regulations, and administrative directives or orders shall not be construed to be superseded by any provision of the Agreement except as provided in the Supersedence Appendix to this Agreement or where, by necessary implication, no other construction is tenable.

Section 2. Except to the extent that particular personnel or operational practice is specifically modified or restricted by an express provision of this Agreement or specifically incorporated by reference in this Agreement, the Employer reserves and retains the right to add to, alter, or eliminate such practices.

ARTICLE XXXI.

Seniority

Section 1. (a) Except as otherwise defined herein, seniority is defined as current continuous service as a full-time employee of the Connecticut Judicial Branch and shall include all of the following: all paid leave, leave under the Family and Medical Leave Act provided that the employee returns to work immediately following the leave; military leave granted in accordance with Article XXI of this agreement; unpaid medical leave of absence following exhaustion of sick leave, for up to nine (9) months for any employee who has permanent status, provided that the employee returns to work immediately following the leave.

(b) Seniority shall be deemed broken by: termination of employment caused by resignation, dismissal or retirement. Credit for seniority up to a break in service shall be restored to an employee who is reemployed within one year of a service break.

(c) Current continuous service of full-time Adult Probation Commission employees as of December 31, 1978, shall be deemed service in the Adult Probation Series.

(d) Current continuous service as a Law Librarian, Supervising Law Librarian, Child Support Advocate, Victim Services Advocate or Victim Services Supervisor in the State of Connecticut Executive Branch shall be deemed service in the Connecticut Judicial Branch.

Section 2. Seniority shall be a relevant or controlling factor in the following areas:

- (a) Selection for layoff, as provided in Article XV, Sections 3 and 7;
- (c) Selection of vacation leave and personal leave, as provided in Article XXI, Sections 3 and 6; and
- (c) Transfers, as provided in Article XXVI.

ARTICLE XXXII.

Miscellaneous

Section 1. Civic Duty. (a) Employees absent from duty to perform jury service shall receive their regular straight time salary, exclusive of overtime or any other premium pay; acceptance of such salary shall be deemed a waiver of any statutory jury service fee.

(b) Employees called as a witness outside normal working hours in a matter arising out of the performance of customary duties of employment shall, upon request, be granted compensatory time off in accordance with the provisions of Article XX (Compensatory Time Off).

Section 2. Method of Salary Payment. Employees shall continue to be paid on a biweekly basis for the duration of this Agreement.

Section 3. Workers' Compensation Payments. Accrued sick leave, to the extent available, then personal leave, to the extent available, then accrued vacation leave, to the extent available, and finally, accrued compensatory time, to the extent available, may be used to supplement workers' compensation payments up to but not beyond an employee's regular salary.

Section 4. The use of the term "Chief Court Administrator" in this Agreement shall be deemed to include any person(s) who may from time to time be designated by the Chief Court Administrator to perform functions set forth in the Agreement.

Section 5. Clothing Claims. The Employer agrees to facilitate the expeditious processing of claims for lost or damaged property to the Claims Commission.

Section 6. Reservation of Rights. The Employer, by entering into and executing this Agreement, does not waive any claims with respect to the constitutional of Public Act 75-566 as it is or may be applied to the Connecticut Judicial Branch.

Section 7. Permanent Part-Time Employees. Permanent part-time employees will continue to receive wages and fringe benefits on a pro rata basis to the extent provided under existing rules and regulations.

Section 8. Indemnification. Indemnification shall be provided pursuant to Section 4-165 of the General Statutes. The decision whether to provide counsel to an employee being sued for malpractice shall be based upon whether such employee was acting within the scope of his/her employment, without regard to whether the suit alleges wanton or willful conduct. The question whether the employee was acting within the scope of employment shall be sympathetically considered consistent with the purpose of the indemnification statutes. The Employer shall cooperate in expediting the decision of state officials whether to provide counsel.

Section 9. Notice of Openings. Notice of vacancies to be filled in bargaining unit positions shall be posted division-wide within the judicial district where the vacancy occurs. Notice shall remain posted for five (5) work days. Interested employees must submit applications within ten (10) days of the initial posting. Vacancies will not be filled within this ten (10) day period. The Employer may advertise such vacancies in any other way simultaneously with this posting.

Section 10. Bargaining Unit List. On an annual basis, on a date requested by the Union, the Employer shall provide to the Union a list of the names, home addresses, work locations and job title of all bargaining unit employees.

Section 11. The use of the word "he" or "him" in this contract shall be construed in its generic meaning unless otherwise indicated.

Section 12. Career Ladders: The parties agree that the recommendations of the Labor Management Committee will be implemented on December 26, 2003. Affected employees will be placed in new pay groups prior to receipt of their annual increment. Placement within the pay group will be determined by the "round-up" method.

Section 13. Inclement Weather. When an employee is late for work due to inclement weather conditions, the employee shall not be charged for such lateness provided that he/she reports such conditions to the Employer within a reasonable time and arrives at work as soon as possible. This Section shall not apply if the employee fails to report to work. Disputes arising under this Section shall be grievable but not arbitrable.

Section 14. Incumbents as of June 27, 1991 in the following job classes:

Chief Probation Officer III
Chief Probation Officer II
Chief Probation Officer I
Support Enforcement Services Supervisor III
Support Enforcement Services Supervisor II
Support Enforcement Services Supervisor I
Juvenile Matters Supervisor III

Juvenile Matters Supervisor II
Juvenile Matters Supervisor I
Family Matters Supervisor III
Family Matters Supervisor II
Family Matters Supervisor I

who are reclassified into one of the following newly established job classes:

Chief Probation Officer
Assistant Chief Probation Officer
Lead Adult Probation Officer
Support Enforcement Services Supervisor
Assistant Support Enforcement Services Supervisor
Lead Support Enforcement Officer
Juvenile Matters Supervisor
Assistant Juvenile Matters Supervisor
Lead Juvenile Probation Officer
Family Services Supervisor
Assistant Family Services Supervisor
Lead Family Relations Counselor

shall continue to be paid in their June 27, 1991 pay group.

If an incumbent is offered reclassification within a reasonable distance (to be determined by the parties) in one of the newly established classes, and declines, thereby reverting to a lower class in the job series, they shall be paid at the salary grade appropriate for that lower classification.

If an incumbent is not offered reclassification in one of the newly established classes, thereby reverting to a lower class in the job series, they shall be paid in their June 27, 1991 pay group.

Section 15. OJE. The Memorandum of Agreement (SCOPE) executed between the parties in March of 1994 regarding Connecticut General Statutes section 5-200c is incorporated into this agreement.

Section 16. Clean Air Act. The Memorandum of Agreement executed between the parties in October of 1994 regarding P.A. 93-312 is incorporated into this agreement.

ARTICLE XXXIII. **Duration**

Section 1. (a) Except as otherwise provided, this Agreement shall be effective on approval by the General Assembly through June 30, 2006. If no Agreement has been entered into between the parties hereto by the expiration of this Agreement, then this Agreement shall remain in full force and effect until a new Agreement takes effect subject to the provisions of C.G.S. section 5-278a.

Section 2. Successor Negotiations. Negotiations for a successor Agreement shall commence in January, 2006. The parties may, by mutual agreement, commence negotiations on a different date.

APPENDIX A
Supersedence

To the extent applicable and necessary, certain provisions of the Agreement supersede pre-existing statutes, as follows:

- (1) The waiver of jury service fee by acceptance of regular salary, pursuant to Article XXXII, (Miscellaneous), Section 2 shall supersede C.G.S. Section 51-247, Compensation of Jurors.
- (2) The exclusive deduction of dues for members of the Union under Article VII (Union Security and Payroll Deductions), shall be deemed to supersede the words "any organization" in C.G.S. Section 5-260.
- (3) Article V (Entire Agreement), Section 2 and Article XXX (Supersedence), Section 2 shall be deemed to supersede C.G.S. Section 5-271 (a) and (e) and Section 5-272 (c).
- (4) Disciplinary interviews (Article XIV, Sec. 6) shall be deemed to supersede C.G.S. Section 5-271 (a).
- (5) Article VIII (Union Rights), Section 7 (b) shall be deemed to supersede C.G.S. Section 5-154 and Section 5-182.
- (6) Article X, Section 14 shall be deemed to supercede C.G.S. Section 1-206 and Section 1-225.

APPENDIX B
Authorized Pay Groups

Section 1. The authorized pay groups for the professional bargaining unit classifications are as follows.

<u>Classification Title</u>	<u>Pay Group</u>
Adult Probation Officer Trainee	19
Adult Probation Officer I	24
Adult Probationer Officer II	27
Assistant Administrative Director, State Bar Examining Committee	22
Assistant Bar Counsel	31
Assistant Chief Probation Officer	30
Assistant Clerk, JD Trainee	24
Assistant Clerk, JD	26
Assistant Family Services Supervisor	30
Assistant Juvenile Matters Supervisor	30

Caseflow Coordinator I	24
Caseflow Coordinator II	26
Chief Probation Officer	31
Child Support Advocate	24
CIB Accountant I	22
CIB Accountant II	25
Claims Supervisor	22

<u>Classification Title</u>	<u>Pay Group</u>
Classification and Program Officer	24
Court Officer, JD	26
Court Services Officer – Juvenile Matters	27
Criminal Sanctions Monitor	26
Family Relations Counselor Trainee	19
Family Relations Counselor I	24
Family Relations Counselor II	27
Family Services Supervisor	31
First Assistant Clerk	31
Housing Specialist	25
Juvenile Detention Court Liaison Officer	19
Juvenile Detention Program and Services Coordinator	25
Juvenile Detention Staff Development Coordinator	22
Juvenile Matters Supervisor	31
Juvenile Probation Officer Trainee	19
Juvenile Probation Officer I	24
Juvenile Probation Officer II	27
Law Librarian I	22
Law Librarian II	23
Law Librarian Trainee	19
Lead Adult Probation Officer	29
Lead Family Relation Counselor	29
Lead Juvenile Probation Officer	29
Lead Support Enforcement Officer	29
Mitigation Specialist	28
Recovery Specialist	21
Social Worker Trainee - Public Defender's	19
Social Worker I - Public Defender's	24
Social Worker II- Public Defender's	26
Supervisor Criminal Sanctions Monitor	28
Supervising Law Librarian	28
Supervising Support Enforcement Officer	29
Supervisor – Court Services Officer Unit	29
Support Enforcement Officer Trainee	19
Support Enforcement Officer I	23
Support Enforcement Officer II	25
Support Enforcement Services Supervisor	31
Victim Services Advocate	23
Victim Services Supervisor	25

Progressions and annual increments for the Adult Probation Officer series, the Family Relations Counselor series, and the Juvenile Probation Officer series:

Example: Adult Probation Officer series

Adult Probation Officer Trainee, Pay Group 19-Step 1, may progress to Adult Probation Officer I, Pay Group 24-Step 1, effective the first day of the first full payroll period following the anniversary date.

Adult Probation Officer I may receive an annual increment (A.I.) to Pay Group 24-Step 2, effective the first day of the first full payroll period following one year as an Adult Probation Officer I. Adult Probation Officer I may progress to Adult Probation Officer II, Pay Group 27-Step 1, effective the first day of the first full payroll period following one year as an Adult Probation Officer I in Pay Group 24-Step 2.

The above described progression shall be the exclusive mechanism for step placement during the passage from Trainee to Adult Probation Officer II.

Adult Probation Officer II with a Pay Group 27-Step 1 effective date between April 2 and October 1 shall thereafter have a January A.I. date.

Adult Probation Officer II with a Pay Group 27-Step 1 effective date between October 2 and April 1 shall thereafter have a July A.I. date.

All progressions or step increases are subject to the provision of Article XII, Performance Appraisal, and provision regarding the General Wage Increase.

Progressions for Caseflow Coordinator, Social Worker (Public Defender's) and Support Enforcement Officer:

Caseflow Coordinator I's may progress to Caseflow Coordinator II effective the first day of the first full payroll period following two years of experience as a Caseflow Coordinator I.

Social Worker I's (Public Defender's) may progress to Social Worker II effective the first day of the first full payroll period following four years of experience as a Social Worker I.

Support Enforcement Officer I's may progress to Support Enforcement Officer II effective the first day of the first full payroll period following two years of experience as a Support Enforcement Officer I.

Section 2. Progression. Subject to the provisions of Article XII, Performance Appraisal, employees shall progress from step to step within a pay group, or to the next pay group if specifically provided in this Agreement. This section shall be deemed to preclude increments in addition to those provided in this Agreement.

APPENDIX C

Base Salary Schedule effective 7/11/2003

APPENDIX D

Base Salary Schedule effective 6/25/2004

APPENDIX E

Base Salary Schedule effective 6/24/2005

For the:
State of Connecticut Judicial Branch

Joseph H. Pellegrino, Judge
Chief Court Administrator

Robert Cunningham
Court Support Services

Robert D. Coffey, Esq.
Chief Negotiator

Ronald Macchio
Superior Court

Eric Bengston, Esq.
Office of the Chief Public Defender

Vicki Marino
Office of the Chief Court Administrator

For the:
Union of Professional Judicial Employees AFT/, AFT-CT AFL-CIO

Colin O'Neil
President

Geoff Gagnon
Court Support Services
Juvenile Supervision

Barry Scheinberg, Esq.
Chief Negotiator

Virginia Kovaleski
Court Support Services
Family Services

Thomas Culley
Executive Director

Joseph Marino
Court Support Services
Adult Supervision

Robert Axelrod, Esq.
Superior Court

Mark Rogers
Court Support Services
Adult IAR

SIDE LETTERS

AFT/AFT-CT, AFL-CIO and Judicial Branch

The parties mutually agree as follows:

No Union official shall be negatively evaluated or otherwise criticized for taking time for union activity in accordance with the provisions of the collective bargaining agreement.

Joseph H. Pellegrino,
Chief Court Administrator
For the:
State of Connecticut
Judicial Branch

Date

Colin O'Neill, President

Date

For the:
AFT/ AFT-CT, AFL-CIO