

COLLECTIVE BARGAINING AGREEMENT

between

STATE OF CONNECTICUT JUDICIAL BRANCH

and

**STATE OF CONNECTICUT JUDICIAL EMPLOYEES
LOCAL 749, AFSCME, AFL-CIO**

JULY 1, 2021 - JUNE 30, 2025

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ARTICLE 1.
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 State of Connecticut Judicial Employees, Local 749, Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called "the Union" or "AFSCME."

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 2.
Recognition

Section 1. The Judicial Branch of the State of Connecticut herein recognizes the State of Connecticut Judicial Employees Local 749, Council 4, AFSCME, 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 this bargaining unit of judicial employees by the Connecticut State Board of Labor Relations in Cases No. SE-5973, SE-5981 and SE-9263 with the exception of employees whose titles have been removed either in Cases No. SEE-9659 and SEE-9660 or by mutual agreement of the parties. Accordingly, this Agreement shall pertain only to those employees whose job titles fall within the certifications above cited, to include job titles and classifications which have been added to the Bargaining Unit since the issuance of Cases No. SE-5973, SE-5981 and SE-9263, and shall not apply to employees who are paid on the temporary payroll. Persons otherwise eligible serving a probationary period are included.

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

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

continue its practice of job evaluation using a point-factor evaluation system as part of the salary determination process for newly created classes.

(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 AFSCME 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. Vacant permanent positions shall not be filled indefinitely by temporary employees. 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 3

Union Non-Discrimination

Section 1. Neither party shall discriminate against an employee on the basis of membership or non-membership in the Union, or lawful activity on 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 fair 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 the obligations of Section 2(a) and 2(b) have not been met.

Section 4. In the event that EEOC renders a ruling affecting these provisions, either party may request a reopener to negotiate new provisions.

ARTICLE 4.
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, sickout, 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 5.
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 6.
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; suspending, demotion, discharging, or taking any other disciplinary action for just cause under Article 14; the layoff of its employees because of lack of work or other legitimate reasons as stated in Article 15; 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 7.
Union Security and Payroll Deductions

Section 1. Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

Section 2. The Branch shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the Branch within thirty (30) days of the Union providing certification of said authorization to the Branch. The Union shall provide to the corresponding agency payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Agency. Biweekly, the Union shall provide a report of dues

deduction changes including any “starts and stops.” By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding agency payroll offices, in writing, of any revocations of said authorizations and the effective date of the same.

Section 3. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union’s membership rules. The current process shall be provided to the Agency by the Union; however should this process change, the Union shall provide the Branch with the updated written version of the process within ten (10) business days.

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

Section 4. Upon request of the Branch, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the Branch for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the Branch will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, an Agency may request a dues reconciliation not more than twice per contract year.

Section 5. The amount of dues or agency service fees deducted under this Article shall be remitted to the Union as soon as practicable after the payroll period in which such deductions are made with a list of employees for whom any such deduction is made.

Section 6. In accordance with procedures promulgated by the Office of the State Comptroller, the Branch shall allow for the voluntary payroll deduction of contributions for the Union’s political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the corresponding agency payroll offices consistent with process outlined in Section Two above.

Section 7. No payroll deduction of dues or agency service fees 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 made from subsequent payrolls to cover the period in question (non-retroactive).

Section 8. The Branch shall continue its practice of payroll deductions as authorized by for purposes other than payment of Union dues or agency service fees, provided any such payroll deduction has been approved by the Branch in advance.

Section 9. In the event that any court of competent jurisdiction orders the Employer to pay damages due to proper deduction of Union agency fees or to rebate to the employees a portion of such fees

properly deducted pursuant to this Article, the Union agrees to hold the Employer harmless for said damages, and deductions by paying the Branch for said damages and deductions.

Section 11. New Hires. The Branch will provide notice to the Union of new Members of the bargaining unit as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by email to the Local 749 President and Council 4 AFSCME and shall include the new bargaining unit Member's work location. This notice shall also include the names of the bargaining unit Members who have resigned or been separated from State service.

Section 12. Except as otherwise provided by the parties, all new Members of the bargaining unit shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. Management shall not be present during the Union's orientation.

If the Employer chooses not to schedule its orientation within thirty (30) days of an employee's hire, the Union shall schedule the orientation at its discretion, consistent with the Employer's operational needs. The Union orientation will include the Union providing all new employees with a copy of this agreement. This section shall be in addition to, and shall not diminish, any other provisions of the CBA which allow for Union orientation. This section shall be in addition to, and shall not diminish, any other provisions of the CBA which allow for Union orientation.

Section 13. Monthly Reports. The Branch shall furnish AFSCME Council 4 and the Local 749 leadership, on a monthly basis, reports containing the following information sortable by actual work location:

- a) Current Bargaining Unit Members.
- b) New hires into Bargaining Unit, their classification, employee number, and address.
- c) Re-employed workers into the Bargaining Unit, their classification, employee number, address, and date of hire.
- d) Employees separated from the Bargaining Unit and date of separation.
- e) General changes for Bargaining Unit employees.
- f) All employees not paying Union Dues nor Agency Fees, by work location assigned.

ARTICLE 8. **Union Rights**

Section 1. Within ninety (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.

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. AFSCME Council 4 employees shall be permitted to enter the work premises of the Branch 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 supervisor in charge, and (3) they do not interfere with the performance of duties. The Union will furnish the Employer with a current list of its AFSCME Council 4 staff personnel 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. A steward's pass, signed by his supervisor, shall be utilized as a request by stewards to meet with employees or employees to meet stewards, and shall state the name of the employee involved or steward, his/her location and the location to be visited. Request and utilization of such pass shall imply immediate need for conducting important Union business. 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 Boards. The Employer shall furnish reasonable bulletin board space, where presently available, in each location which the Union may utilize for its announcements. A bulletin board will be installed in any location presently leased by the Employer which does not have one, if the parties mutually agree.

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, or information gathered prior to April 6, 1978, 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. Union Business Leave.

- (a) Delegates to the biennial AFSCME Convention, not to exceed thirteen (13) for the AFSCME Judicial bargaining unit, shall be granted, subject to operating needs and prior notification to the Chief Court Administrator, leave without loss of pay or benefits, for five (5) days to attend such convention.
- (b) Delegates to the annual Connecticut State AFL-CIO Convention, not to exceed (13) for the AFSCME Judicial bargaining unit, shall be granted, subject to operating needs and prior notification to the Chief Court Administrator, leave without loss of pay or benefits for three (3) days to attend such convention
- (c) In each contract year there shall be a bank of hours for use by the Union to conduct its business during that year. The bank shall consist of 1.0 hour per employee of leave per contract year. 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. Leave granted prior to the execution of this Agreement shall be credited against the bank.

Time used for the conventions specified in subsections (a) and (b) of this Section, processing or investigating grievances, Statewide Labor-Management Advisory Committee Meetings, contract negotiations or steward training shall not be charged to this bank of hours. The Union shall give written notice to the Chief Court Administrator or his/her designee, ordinarily fourteen (14) days in advance, specifying the dates of release, the names of employees to be released and their work locations, and permission by the Chief Court Administrator shall not be unreasonably withheld. Time off under this Section shall be granted in no less than half-day units only.

- (d) The current Union President shall have paid release, at their applicable pay-rate, each Monday, Wednesday, Friday per week to attend to Union Business. Any remaining Union release requests which fall on a Tuesday or Thursday, shall be requested through the Human Resources Management (HRM) unit in Hartford. Said requests shall not be unreasonably denied. Should a new Local 749 Union President be elected or otherwise appointed, the parties will meet and negotiate said Union President release schedule.

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, their work locations and job class(s). The Union shall be offered to attend the new member orientation. In the event the Union is unavailable to attend orientation, each new employee shall be released from work for one hour immediately before or after his/her meal period without loss of pay or benefits to attend a union orientation meeting. The time and location of such meeting shall be determined by mutual agreement of the Union and the Employer.

Union Orientation: Union Steward(s)/Executive Board members may meet with facility employees for one (1) hour of a regularly scheduled shift or workday annually, in order to re-orientate the facility employees regarding Union representation and their Union rights, to include Local affiliation. Said meeting requests shall be preapproved with management and in accordance with Article 8. Section 3.

Section 9. Steward Training. The Judicial Branch and AFSCME 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, initial steward training shall be a valuable asset in promoting these goals. To that end, the Judicial Branch agrees to allow each steward two (2) days of training, without loss of pay or benefits, to a maximum of thirty-five (35) stewards. Stewards shall be granted time off for training and representational duties subject to the provisions of Section 7(c) of this Article.

Section 10. Equipment Usage. The Union President and the Chief Union Steward shall have access to Judicial fax/photocopying machines and email for the purpose of communicating on matters related to the Judicial Labor Relations office.

ARTICLE 9. **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 not more than five (5) authorized representatives of the Chief Court Administrator and not more than five (5) authorized representatives of the Union. 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 quarterly, 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 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 10.
Grievance Procedure

Section 1. Definitions; Purpose. A grievance is defined as a dispute concerning the interpretation or application of an express, specific provision of this Agreement. 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.

Section 2. Format. Grievances shall be filed on mutually agreed upon forms and shall specify in reasonable detail: (a) the facts; (b) the issues; (c) the date of the violation alleged; (d) the controlling contract provision; (e) the remedy or relief sought.

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/she understands it.

A grievance may be expanded at or before its submission to Step 3, 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 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 1:

- (a) either within thirty (30) days from the act or omission from which the grievance arises; or
- (b) within thirty (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. Informal Resolution. Attempts to resolve disputes informally without resort to the grievance procedure outlined in Section 6 are encouraged.

Section 6. The Grievance Procedure.

Step 1. Supervisor. A grievance may be submitted within the thirty (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/her 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 seven (7) days after such meeting but not later than fourteen (14) days after the submission of the grievance.

Step 2. Executive Director or designee(s)/Chief Public Defender or designee(s). When an answer does not resolve the grievance at Step 1, such grievance shall then be submitted to the division head. The Division head, or designee, shall meet with the Union representative, or the grievant, or both, and issue a written response within fourteen (14) days after said meeting.

Step 3. Chief Court Administrator. When the answer at Step 2 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/her designee within seven (7) days of the response at Step 2. 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 said meeting at Step 3.

Step 4. Arbitration. Within thirty (30) days after the appropriate response at Step 3, or if no response is forthcoming, within thirty (30) days after the expiration of the time limit, AFSCME 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 not include periods of time, including full days, when 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/her 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. Settlement 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 Steps 1 or 2 shall constitute a precedent for future grievances or arbitration, unless the parties to the 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 3 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 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/her designee. If the Employer invokes the provisions of this Section, submission to arbitration shall be by letter, with the grievance attached, to the Executive Director of AFSCME.

(2) **Selection.** The parties shall 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.

(3) **Procedures; Cost; 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 attend an arbitration proceeding for the purpose of testifying. The Union shall provide reasonable 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 6 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 thirty (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 §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 the 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. Reclassification Grievances. Disputes over an employees' job classification (reclassification grievances) shall be subject to the grievance procedure set forth in Article 10, 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 13. 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 14;
- (b) non-reappointment of a person holding a statutory term of office.
- (c) dismissal of employees during a probationary period;
- (d) disputes over an employee's job classification (reclassification grievances);
- (e) the decision to lay off employees, subject to Article 15;
- (f) 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;
- (g) compliance with health and safety standards and CONN OSHA;
- (h) absent extenuating circumstances, non-disciplinary separation of employment for absence without authorized leave for five or more consecutive working days or failure to return to duty within five working days following authorized leave;
- (i) any incident which occurred or failed to occur prior to the effective date of the pertinent provision of this Agreement, subject to Article 36, Sec. 1b;
- (j) Disputes over claimed unlawful discrimination, including grievances alleging a violation of any other provision of the contract, shall be subject to the grievance

procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities and/or the Equal Employment Opportunity Commission, and said complaint arises from the same common nucleus of operative fact.

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.

ARTICLE 11. **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 active, continuous employment, unless, prior to the conclusion of such period, the employee's appointing authority, administrative judge, or division director reports, in writing, to the Chief Court Administrator of the Judicial Branch that the employee is unable or unwilling to perform his/her 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 the 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/her 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.

Section 2. The attainment of permanent status by an employee shall not be construed to:

- (1) require the appointment of the employee to any succeeding statutory term of office;
- (2) prohibit or restrict the discharge or suspension of the employee.

Section 3. Employees promoted to a higher position shall serve a three (3) month probationary period in that position, subject to the pertinent provisions of Section 1(a) and (b) of this Article. Upon receipt of written notification of unsatisfactory performance, the employee shall be offered a position similar (not a lower pay grade) to that from which he/she was promoted. Neither the offer, nor the acceptance, of such a position shall be deemed a demotion.

Section 4. The Employer and the Union by mutual agreement may extend the probationary period of a bargaining unit member.

ARTICLE 12.
Performance Appraisal

Section 1. The annual performance appraisal report shall be completed approximately three (3) but no less than two (2) months prior to the employee's annual increase date. Unless for good cause shown, late performance appraisals shall be voidable at the option of the employee. A performance appraisal will be conducted by a management designee outside the bargaining unit, who is familiar with the employee's work, however, bargaining unit classifications in pay group 24 and above may be designated by management to conduct performance appraisals. Bargaining Unit classifications in pay groups 22 and 23 may be asked by management for input on an employees' performance appraisal, but will not conduct or otherwise be part of said performance appraisal.

When an employee is rated "unsatisfactory," the rating supervisor shall state reasons and, if practicable, suggestions for improvement. All performance appraisal reports with an overall "unsatisfactory" rating must be discussed with the employee at an informal meeting to be scheduled by the rating supervisor, normally within seven (7) days after the employee has seen the report and prior to its submission to the Executive Director or designee(s).

Unless the parties agree to the contrary after consultation under Section 3 of this Article, there shall be two overall ratings: "satisfactory" or "unsatisfactory." An employee receiving an "unsatisfactory" evaluation shall not receive an annual increment.

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) or this Section, disputes concerning the grounds for an "unsatisfactory" rating may be subject to arbitration, but the rating may only be changed 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. The Union shall be consulted prior to final adoption by the Judicial Branch of any written regulations, procedures, or forms which relate to evaluation of employee performance. Nothing in the Article shall be deemed to impair the continuing use of existing procedures and forms or the implementation of existing regulations concerning matters covered by this Article.

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

Section 4. Notice of all unsatisfactory performance appraisals shall be sent to the President of Local 749 within ten (10) working days after they are provided to the employee.

ARTICLE 13.
Personnel Files

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

- (a) the personnel record maintained at the Human Resource Management Unit; *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 Human Resource Management Unit 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/her request, or a Union representative upon written authorization, shall be permitted to examine and copy during normal business hours and at his/her expense, all materials placed in his/her personnel file other than any pre-employment material or any other material that is confidential or privileged. Any privileged or confidential information shall not be revealed to any party outside the Judicial Branch without the written consent of the employee.

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.

At any time, an employee may file a written rebuttal to such material. Such material not subsequently incorporated into a service rating shall, upon request of the employee, be expunged after twelve (12) months.

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.

The parties agree that Steps 1 and 2 of the grievance procedure, as set forth in Article 10 shall be waived for such grievances. The Employer's response, with or without a meeting, is due seven (7) days after receipt of the grievance. Within seven (7) days after the Employer's response is received or due, whichever is earlier, the Union may invoke arbitration. Such arbitration proceedings shall take precedence over any other pending arbitration proceedings between the parties.

In any arbitration proceeding in which it is shown that derogatory material was considered and adversely affected the employee's chances for selection for a promotion, the remedy, if such material was without just cause, shall be limited to: (1) the removal of such material from the employee's personnel record, and the insertion of his/her award if ordered by the arbitrator; and (2) an order to redo the promotion from among the original applicants without consideration of such material. Accordingly, no remedy ordering the selection of the grievant shall be available nor shall the employee originally selected forfeit pay received while serving in the promotional position.

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.

ARTICLE 14.
Discipline

All discipline under this Article shall be for just cause.

Section 1. Types of Discipline.

- (a) Discipline includes discharge, demotion, suspension without pay, denial of an increment due to misconduct and letter of reprimand of an employee who has attained permanent status, but shall not include the non-reappointment of a person holding a statutory term of office.
- (b) The employer shall not have the authority to transfer any employee due to misconduct outside of proven workplace violence or harassment. Should an accusation of workplace violence or harassment be substantiated, and it is determined that a transfer shall occur, the parties shall meet and negotiate said transfer. 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.

Any designee of the Chief Court Administrator who is not a member of the bargaining unit.

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

- (a) The employer shall inform the employee and the President of the Local in writing of the discharge, demotion, suspension without pay, denial of an increment or written 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 twenty (20) days of the imposition of discipline, an employee may file a Step 3 grievance. For written reprimands, the deadline remains at thirty (30) days.

Within fourteen (14) days after the appropriate response at Step 3, or if no response is forthcoming after the expiration of the time limit set forth in Article 10, Grievance Procedure the Union may invoke arbitration – subject to (d) in this section.

- (c) Written reprimands shall be grievable, but shall not be arbitrable unless and until used as grounds, in whole or in part, for other disciplinary action, or it constitutes the basis of a decision not to select an employee for a promotion as defined in this Agreement. Written reprimands and performance appraisal references thereto, if any, shall be removed from the employee's personnel file eighteen (18) months from the date of issuance provided that no other disciplinary incident occurs during that period of time.

In any arbitration proceeding in which it is shown that a reprimand was considered and adversely affected the employee's chances for selection for a promotion, the remedy, if such material was without just cause, shall be limited to: (1) the removal of such material from the employee's personnel record, and the insertion of his award if ordered by the arbitrator; and (2) an order to redo the promotion from among the original applicants without consideration of such material.

Accordingly, no remedy ordering the selection of the grievant shall be available nor shall the employee originally selected forfeit pay received while serving in the promotional position.

Section 4. Preventive Discipline

- (a) Suspensions with pay shall not be grievable or arbitrable.
- (b) If, as a result of an investigation of allegation 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, sick-out, 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 4.

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 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 decisions have 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) The steward does not interrupt or otherwise impede the interview.
 - (7) Only one steward may attend an interview or series of interviews.
- (b) The rights conferred in the Section constitute the full extent to which the parties intend the Weingarten case to be applied under C.G.S. §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.

Section 8. Whenever practicable, the investigation, interrogation, or discipline of an employee shall be scheduled in a manner intended to conform with the employee's work schedule, with an intent to avoid overtime or compensatory time. When any employee is called to appear at any time beyond his/her normal work time, and actually testifies, he/she shall be deemed to be actually working. This provision shall not apply to Union Stewards.

Section 9. Employer Conduct for Discipline. If the Employer has an immediate need to correct or counsel an employee it shall be done in private.

ARTICLE 15.
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. A layoff shall not be deemed to include a non-reappointment of a person appointed for a statutory term of office.

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.
- (b) **Scope of Layoff.** Layoffs within the bargaining unit may be instituted on a department-wide basis or may be limited to one or more position classifications.
- (c) **Order of Layoff.** In the event a layoff is necessary, employees serving a probationary period shall, as far as practicable, be laid off first; thereafter permanent employees shall be laid off. For layoff purposes only, the Union President, Chief Steward, Regional Vice Presidents, and a defined number of Executive Board Members shall be granted Superseniority in their current classification. No more than 12 Union members, including the Union President, shall be granted Superseniority at the same time.
- (d) Service as used in this article is defined as current continuous service as a full-time or part-time (pro-rated) employee in the Connecticut Judicial Branch and in the employee's current classification. The term "current" classification includes:
 - (1) for supervisory employees both the job title held and nonsupervisory job titles in the classification series;
 - (2) for non-supervisory employees all nonsupervisory job titles in the classification series.
 - (3) Clerical Series. Seniority in current classification is to include continuous service full and part-time (pro-rated) in all formerly held clerical classifications from Office Clerk through Deputy Clerk, G.A. These classifications are:

Accounting Assistant
Accounting Clerk
Administrative Assistant
Administrative Clerk I and II
Administrative Secretary I
Assistant Juvenile Matters Clerk
Clerical Supervisor I and II

Court Recording Monitor
Court Services Clerk
Courtroom Clerk I and II
Court Support Services Intake Assistant
Deputy Clerk, G.A./Juvenile
DTO Trainee, DTO, DTO Supervisor
Jury Services Assistant
Juvenile Matters Clerk I and II
Office Clerk
Receptionist Clerk
Secretary I
Support Enforcement Assistant, Supervising Support Enforcement Assistant
Word Processing Typist Trainee, Typist, Supervisor

The Employer shall give the Union not less than fourteen (14) weeks notice of layoff and at the Union's request shall meet to discuss alternatives.

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 the 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
- (c) The Judicial Branch shall not employ Temps (Per Diems) or Contract workers to do bargaining unit work in job classes that have laid off employees. The Judicial Branch shall not utilize Temps (Per Diems) or contract workers to do any clerical work while there are any bargaining unit employees laid off in any of the following clerical classifications:
 - Administrative Assistant**
 - Administrative Clerk I and II**
 - Administrative Secretary I**
 - Office Clerk**
 - Public Defender Secretary**
 - Receptionist Clerk**

Section 5. Notice of Layoff. The Branch shall give employees not less than four (4) weeks' notice of layoffs. Employees who are noticed of layoff under this section shall continue to receive all the benefits of the CBA during said notice period.

Section 6. Seniority (Reemployment). 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) of this Article, provided that if an employee refuses to accept the position, if the position is within thirty (30) miles of the employee's home, or if the employee refuses to accept recall to the location from which he/she was laid off, 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.

Any employee who is laid-off shall have available any and all rights set forth under the SEBAC Placement and Training Agreement.

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 permanent positions 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. The Union will observe said drawing of names.

Section 9. Laid Off Employees Filling Vacancies. In classes that have no employees on a recall list, employees who have either been laid off or have been notified that they are subject to layoff on a certain date and who meet the minimum qualifications, shall be notified, along with the Union, of any vacancies within the Bargaining Unit. For purposes of this section, notice shall be defined as job postings for appointment to the Judicial Branch website.

Laid off employees who choose to fill a vacancy within the bargaining Unit under this provision shall be recalled to the vacant position provided they are deemed “fully” qualified according to the vacant position job description. Individuals who utilize this Article/Section will be required to serve a probationary period of thirty (30) days. Final hiring decisions are to be at the sole discretion of the Judicial Branch or the Public Defender’s Office and are not to be subject to the grievance or arbitration procedures. A laid off Employee who does not choose to fill a vacancy within the bargaining Unit under this provision, or does not pass their probationary period, shall not be penalized and shall maintain all of their lay-off protections listed within this CBA.

ARTICLE 16. **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 attempt 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 expeditiously 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.

First aid kits shall be available in each office.

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

ARTICLE 17.
Compensation

Section 1. Base Salary Increases and Annual Increments.

- 1) Effective for contract year 2021-2022 and retroactive to the pay period including July 1, 2021, the base annual salary for bargaining unit employees shall be increased by two and one-half percent (2.5%) which shall also include bargaining unit employees who left in good standing with ten (10) years or more of state service or employees who retired after July 1, 2021. Annual increments and top step lump sum payments will be paid in accordance with existing practice.

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

- 2) For contract year 2022-2023, effective the pay period including July 1, 2022, and paid beginning with the check dated July 1, 2022 the base annual salary for bargaining unit employees shall be increased by two and one-half percent (2.5%). Annual increments and top step lump sum payments will be paid in accordance with existing practice.

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

- 3) For contract year 2023-2024, effective the pay period including July 1, 2023, and paid beginning with the check dated July 1, 2023 the base annual salary for bargaining unit employees shall be increased by two and one-half percent (2.5%). Annual increments and top step lump sum payments will be paid in accordance with existing practice.

- 4) For contract year 2024-2025, increases in base annual salary, including annual increments, effective the pay period including July 1, 2024, shall be negotiated between the parties. Such negotiations shall commence no later than August 1, 2024. Such negotiations shall be limited to the general wage increase, annual increments, and lump sum payments to employees who have ceased receiving annual increments, unless the parties mutually agree otherwise.

- 5) Effective and retroactive to July 1, 2021, employees at the maximum step of the salary plan who have ceased receiving annual increments shall be eligible for a lump sum payment of one thousand two hundred fifty dollars (\$1,250) per year. The payment shall be made as of the date the increment as specified above would have applied and may be denied for an overall “unsatisfactory” performance appraisal.

Section 2. Longevity. Employees shall continue to be eligible for longevity payments through June 30, 2025 in accordance with the existing practice except as noted below.

In no event shall any employee first hired on or after July 1, 2011 be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they have the necessary service requirement in the future.

Section 3. Night Shift Differential. Effective and retroactive to the pay period that includes July 1, 2021, Employees who are regularly assigned to work shifts beginning before 6:00 a.m. or on or after 2:00 p.m., shall receive a one dollar (\$1.00) per hour night shift differential. Bail staff shall receive night shift differential in accordance with the Memorandum of Agreement dated September 10, 2021.

Section 4. Weekend Differential.

(a) For purposes of this section, a weekend is defined as the forty-eight (48) hour period beginning at 11:00 p.m. on Friday and ending at 11:00 p.m. on Sunday night. Bail staff shall receive the weekend differential in accordance with the Memorandum of Agreement dated September 10, 2021.

(b) Effective and retroactive to the pay period that includes July 1, 2021, weekend differential shall be paid for working a full shift with the majority of shift hours falling on the weekend. Weekend differential shall be paid only for hours worked and not on leave time. Eligible employees shall receive a weekend differential of one dollar (\$1.00) per hour.

Section 5. Additional Compensation for Work on Premium Holidays.

(a) 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

(b) Effective on the first premium holiday following July 1, 1981, employees who are required 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 (a) even if these dates fall on a Saturday or Sunday.

(c) 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.

(d) The existing practice regarding compensation for holidays which are not premium holidays will continue.

(e) Compensatory time earned will lapse unless it is taken not later than during the sixth month (six months for Juvenile Detention Officers, Juvenile Detention Officer Trainees, Lead Juvenile Detention Officers, Juvenile Detention Shift Supervisors and Public Defender Investigators) 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) continuing job responsibilities preclude the taking of such time; and
- (2) 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. All compensatory time earned or taken must be reported on the attendance report submitted to the Office of the Chief Court Administrator.

Section 6. Daylight Savings Time. Employees working those shifts affected by daylight savings time shall receive one additional hour of pay in the fall and one less hour of pay in the spring.

Section 7. Tuition Reimbursement. The Employer will allocate \$26,000 in each year of this agreement for the existing tuition reimbursement program contained in the Administrative Policies and Procedures Manual. Tuition reimbursement shall be up to a maximum of three hundred dollars (\$300) per credit for undergraduate courses and four hundred dollars (\$400) per credit for graduate courses. Unused amounts allocated for tuition reimbursement in one fiscal year shall be available in the next fiscal year.

Section 8. Conference Fund.

(a) Each year of this Agreement, the Employer shall allocate \$4000 to finance attendance at workshops, seminars, classes for certification or conferences by employees, without loss of pay or benefits. Such workshops, seminars, classes or conferences must be educational and beneficial to the employee and the Judicial Branch and shall not include steward training. A maximum of \$750 shall be allotted for any one attendance. These funds shall be used for payment of fees and/or travel expenses, including such items as meals or lodging. Individual employees may access said funds once per calendar year.

(b) Every effort shall be made by the employer to allow participation. Selection of employees shall be by mutual agreement of the Union and the Branch.

(c) Upon approval of a request under this section by the Union and the employer, such request shall be forwarded to the Director of Fiscal Administration at least two (2) weeks in advance of the event.

If an employee who has had a request approved does not attend, prompt notice of cancellation shall be provided to the employer.

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 also provide required receipts to the employer.

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 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 9. Travel Reimbursements. 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 Travel Regulations.

Breakfast	\$6.00
Lunch	\$8.00
Dinner	\$18.00
Miscellaneous (max.)	<u>\$5.00</u>
Maximum	\$37.00

An employee who is required to remain away from home overnight in order to accomplish 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.

Adjustments to the mileage reimbursement rate shall be made 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 10. Automobile Availability Fee. For each year of this agreement, employees who are required to have a vehicle available for daily use shall receive an automobile availability payment of \$400.00. Effective upon ratification of this Agreement and starting with the auto availability fee payment to be paid in February 2023, increases to the auto availability fee shall correspond with the general wage increases (GWI.) The auto availability fee shall be paid to eligible employees in the second February paycheck. Eligible employees are those employees active on January 1 of the year the fee is to be paid who are required to have an automobile available for daily use. There shall be no prorating of this fee.

Section 11. Juvenile Detention–WORKING CONDITIONS STIPEND

(a) Full-time permanent bargaining unit employees regularly assigned to Juvenile Detention facilities shall receive a working conditions stipend of \$700.00 for year one (1) and \$850.00 each remaining year of the Agreement.

(b) This stipend is limited to employees in the following “hazardous duty” job classes: Food Services Assistant, Food Services Coordinator, Juvenile Detention Officer Trainee, Juvenile Detention Officers Hybrid Juvenile Detention Officer Trainee Transitional, Juvenile Detention Officer, Lead Juvenile Detention Officer, Juvenile Detention Shift Supervisor, Juvenile Detention Transportation Officer, and Building Supervisors and Maintainers working in the Court Support Services Division.

(c) This stipend shall be paid to eligible employees in the second December paycheck. Eligible employees are those employees active on December 1 of the year who have successfully completed their probationary period. There shall be no prorating of this stipend.

Section 12. Effective the pay period including July 1, 2022, Step 99 of the Bargaining Unit 83 salary schedule shall be eliminated. Effective the pay period including July 1, 2023, Bargaining Unit 83 employee and classification payrates shall be merged into the Bargaining Unit 43 salary schedule. Said employees shall be slotted into pay grades and steps in the Bargaining Unit 43 pay scale by utilizing the round up method.

Section 13. On Call/Standby Pay. All 749 members who are required by managerial directive to standby, carry a response device or be available for immediate response during off-duty hours will be compensated at the rate of one hundred fifty dollars (\$150) per month. Supervising IAR Specialists and Leads shall continue to be compensated according to the Stipulated Agreement dated September 10, 2021.

Section 14. All 749 members who are required/ordered to utilize their own personal devices (cell phone, computer, etc.) and/or WiFi and/or internet connection to perform Branch business, shall be compensated at the rate of double their regular hourly rate for all hours worked, with a minimum of four (4) hours at said rate, each time they are required to perform said work. This provision shall not apply to those Members who are voluntarily scheduled to work remotely as part of an agreed upon remote work plan, ADA or other accommodation or any other situation negotiated between the Branch and the Union.

ARTICLE 18.

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 assignment 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. A department head 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.

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 with recourse under the appeal procedure for reclassification. The form certifying the assignment will specify the rights and obligations of the parties under this Agreement.

Section 4. The Branch shall not circumvent the language of this Article by rotating the higher class duties among multiple employees to average less than thirty (30) working days per employee and thereby circumventing the intent of the Article language. When a temporary assignment to a higher class in the Bargaining Unit is approved by the Human Resources Management Unit the Union shall be notified.

ARTICLE 19. **Hours of Work**

Section 1. Regular Workweek.

- (a) The regular or standard workweek is defined as the number of hours of work normally scheduled to be performed in a seven (7) day period beginning Friday (12:01 a.m.) and ending Thursday (mid-night).
- (b) Employees now working a regular forty (40) hour workweek shall continue to do so unless negotiated with the Union, except that:
 - (1) certain AFSCME Judicial personnel in the Juvenile detention centers shall be scheduled to work a schedule which, over reasonable periods of time, requires an average of forty (40) hours per week, eight (8) hours a day; such a schedule shall be deemed to constitute a non-standard workweek.
 - (2) certain AFSCME Judicial personnel in the Commission on Official Legal Publications working a regular forty (40) hour workweek, eight (8) hours a day, on the effective date of this Agreement, shall continue to work such a schedule.
 - (3) Bail Commissioners shall work in accordance with the schedule as set in the Memorandum of Agreement dated September 10, 2021. Should the Branch look to change the hours/schedule outlined in they will negotiate such with the Union.

Section 2. Scheduling of Hours.

- (a) Employees working a forty (40) hour workweek shall normally work Monday through Friday between the hours of 8:00 a.m. and 5:30 p.m. All subject to paragraphs (b) through (d). Start times for IAR job series shall be 8:00 am or 8:30 am, with the exception of the early morning screener positions, as determined by management.

For all work schedule assignments ending at 5:30 p.m, the following will apply: The Employer will select the job classification(s) for work schedules ending at 5:30 p.m. Volunteers will be solicited first, with most senior volunteer being selected. If there are no volunteers, the least senior employee in the specific classification as determined by management will be assigned to the 5:30 p.m. schedule. Seniority determinations for this section will be based on Article 34 (Seniority).

- (b) The Employer and the Union shall cooperate in developing experimental programs to determine the feasibility of establishing alternative work schedules such as flextime. Implementation of such experimental programs shall be by mutual agreement between the employer and the Union. Implementation, evaluation and continuation of flextime programs shall be a subject for Labor-Management Committee(s).
- (c) Personnel in the juvenile detention centers shall work a schedule determined by the Employer and will be assigned to a fixed shift. Such schedule will provide that Juvenile Detention Officers, Juvenile Detention Officer Trainees, Lead Juvenile Detention Officers and Shift Supervisors shall have alternate weekends off and shall regularly work no more than five consecutive days before having a day off. Employees shall be given notice of a minimum of two (2) weeks prior to any permanent schedule change.
- (d) Juvenile Detention Officers and Trainees will be assigned a shift based on seniority. Such assignments will be done within each institution with seniority as the controlling factor, provided the employer retains the right to decide the number of employees assigned to a shift and the right to assure appropriate staffing of male and female Juvenile Detention Officers. A vacancy on a shift to be filled by a permanent employee will first be subject to bidding within the institution on a seniority basis. Thereafter when the remaining vacancy is filled by transfer from another institution the transferring employee will be assigned to that vacancy, without regard to seniority. Said employee may exercise seniority in any future vacancies. (see Appendix F for bid procedures)
- (e) Lead Juvenile Detention Officers and Shift Supervisors will be assigned to a fixed shift within an institution. Seniority and employee preference shall be considered when such assignments are made and vacancies are filled.
- (f) The parties agree to form a committee made up of no more than five (5) Employer representatives and five (5) Union representatives to discuss schedule alternatives, including but not limited to reviewing the feasibility of schedules that do not provide alternate weekends off, and mandate, overtime, call in and hold over language, shift assignments for Leads and Shift Supervisors and outdoor uniforms for the Juvenile Detention Centers. Said language shall have little to de minimus economic impact.

- (g) Existing individual arrangements for a different starting and quitting time, e.g. employees who report at 8:00 a.m. to prepare operational equipment, shall continue. Other arrangements for operational reasons or the convenience of employees may be adopted after consultation between AFSCME, Local 749 and the Chief Court Administrator or his designee.

Section 3. Meal Periods. For full time employees, meal periods shall be one (1) hour, forty-five (45), or thirty (30) minutes at the option of the employee during the term of this agreement; except the present practice in the C O L P forty-five (45) minutes shall continue. 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. (free of duty and can leave work site) Meal periods shall not be counted as work-time, except for Juvenile Detention Officers. 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. 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 court-room personnel. A rest period commences when the employee ceases work at the duty station and ends when the employee resumes 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. Employees of COLP required by their nonstandard workweek to work in excess of eleven (11) hours in any shift shall be entitled to two (2) fifteen (15) minute rest periods and an additional twenty (20) minute paid meal period.

ARTICLE 20. **Overtime Pay**

Section 1. Definition. For purposes of this agreement, “overtime pay” is defined as payment for time an employee has worked in excess of the standard work week providing, however, that such additional hours worked were assigned and performed in accordance with the provisions of this Article.

Section 2. Earning Overtime

- (a) No employee may earn overtime pay 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 division, upon request of the employee, approves in writing overtime for work already performed. No employee shall be required to bring work home.
- (b) Existing practice and requirements concerning transcript production by court reporters and court recording monitors during non-work hours or while at home for which compensation is set by statute are not covered by the provisions of this Article.
- (c) Measurement. Overtime shall be measured to the nearest fifteen (15) minutes.
- (d) Overtime pay shall not be pyramided.

Section 3. Except as provided in Article 17, Section 6, employees are not eligible for compensatory time.

Section 4. All pay earned and all compensatory time granted in accordance with Article 17, Section 6 must be reported to the appropriate unit of the Administrative Services Division of the Office of the Chief Court Administrator.

Section 5. Overtime pay will be calculated in accordance with the Federal Fair Labor Standards Act, applicable state statutes, and established past practice. Job classifications that have historically received overtime payment in lieu of compensatory time shall continue to have overtime payments calculated using the same method they have in the past.

Section 6. The Employer shall equalize overtime opportunities by job class within the facility or office.

Section 7. Juvenile Detention Centers. Overtime assignments must be approved in writing by the supervisor of the facility or his/her designee. Wherever possible, volunteers will be solicited before employees are assigned. Reasonable efforts will be made to distribute overtime equally among volunteers. In the event volunteers are unavailable, the Employer retains the right to require overtime. The Employer retains the right to require the use of time clocks.

Section 8. COLP. Consistent with existing practice, certain employees of the Commission on Official Legal Publications shall receive time and one-half their base hourly rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.

Section 9. Maintainers. The Judicial Branch will pay overtime to eligible maintenance employees at the straight time rate for hours over thirty-five (35) per week, but under forty (40), and at time and one-half for hours worked over forty (40). An employee who is recalled to work on an overtime basis shall be assigned to a least four (4) hours of work before being released. An employee who is recalled within two (2) hours after being released from work shall be considered to have never been released and shall be paid accordingly. If the employee is recalled within two (2) hours of a prior release, the four (4) hour guarantee shall begin with the time of release, rather than the time of recall. Overtime pay shall not be pyramided. If an employee is recalled beyond two hours after being released, portal to portal pay (travel time to and from, home and work location) shall be included within the four hour guarantee. An employee option in either case would be to waive the four hour guarantee and select the portal to portal pay plus whatever time is needed to complete the assigned recall task.

Notwithstanding the above, the employer will pay maintainers, who are recalled to work on an overtime basis, at the time and one-half rate for all hours worked, with a two hour guarantee, when recalled between the hours of 10:00 p.m. and 5:00 a.m. (M-F) and for all hours worked when recalled on Saturday and Sunday.

Section 10. Juvenile Transportation Officers and Juvenile Detention Officer Hybrid will continue to receive overtime pay consistent with existing practice and in accordance with the Stipulated Agreement dated March 13, 2020.

Section 11. The Employer shall not temporarily change an employee's regular hours to avoid overtime. Permanent hours changes shall be governed by Article 19, Section 2, (b) through (d). Nothing in this Article shall be deemed to restrict the Employers right to require overtime.

ARTICLE 21.
Vacation

Section 1. Eligibility for Vacation Leave. Each full-time, (part-time pro-rated) 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 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 11 (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 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 (13.33) 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) For vacation purposes only, the calendar year shall run from April 1st through March 31st. Vacation requests submitted by April 1st shall be responded to in writing by May 1st. Once a vacation request has been approved in writing, it may only be rescinded by mutual agreement of the parties. Seniority shall be the controlling factor in determining vacation request submitted by April 1st. In extraordinary circumstances, the Employer may request the Labor-Management Committee to make an exception to seniority being the controlling factor. For submission after April 1st, vacation selections shall be granted on a first come first serve basis.

- (b) In no event shall an employee take more than twenty-five (25) 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. Leave Time Requests for Juvenile Detention Officers, Juvenile Detention Officer Trainees, Lead Juvenile Detention Officers and Shift Supervisors:

Employees will be required to submit leave time requests on a quarterly basis. Requests for leave time must be given to the supervisor on the appropriate form by the first day of the month immediately preceding the start of the quarter as outlined below:

- 1st Quarter - December, January and February (requests due by November 1)
- 2nd Quarter - March, April, and May (requests due by February 1)
- 3rd Quarter - June, July and August (requests due by May 1)
- 4th Quarter - September, October and November (requests due by August 1)

Supervisors must approve/deny requests for leave time in writing to the employee by the 15th day of the first month preceding the start of the quarter as outlined as follows:

- 1st Quarter - responses due by November 15
- 2nd Quarter - responses due by February 15
- 3rd Quarter - responses due by May 15
- 4th Quarter - responses due by August 15

If employees submit their vacation requests earlier than the above-mentioned due dates, the requests will not be acted upon until the corresponding response due date mentioned above. Requests submitted after the first day of the quarter will be considered on a first come, first serve basis.

Leave time requests will be considered by shift by seniority. The most senior employee in the classification on the designated shift will be given first consideration.

The determination of the number of employees who can be granted leave time per shift will be made by the Judicial Branch and could vary from quarter to quarter, and between all the Detention Center locations, depending on the availability of full time staff and detainee population. Upon written request of the employee, supervisors will provide the reasons for denial of a request to the employee in writing.

Once a leave time request has been approved in writing, it may only be rescinded by mutual agreement of the parties.

In extraordinary circumstances, the Employer may request the Labor/Management Committee to make an exception to seniority in approving leave time.

Section 5. 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 her/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.

(c) 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 6. 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 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.

ARTICLE 22.
Personal Leave Days

Section 1. In addition to normal vacation accrual as set forth in this Agreement, there shall be granted to each full-time, (part-time pro-rated) permanent employee of the department 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".

Section 2. 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 department head. Personal leave time which is not taken in a calendar year shall not be accumulated but shall lapse.

Section 3. 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 leave of absence without pay for more than ten (10) working days.

ARTICLE 23.
Military Leave

A full-time permanent employee of the department 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, shall be granted by the Chief Court Administrator for any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder).

ARTICLE 24
Sick Leave - Leave Without Pay

Section 1. Eligibility for Sick Leave. Each full-time, (part-time pro-rated) 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 department.

The Chief Court Administrator or his designee may establish regulations concerning the accrual, prorating, and granting of sick leave 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. 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 under 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 ending not more than four (4) weeks following the actual date of birth.
- (c) 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 he/she was sick and would have been unable to work on the day or days claimed as sick.
- (d) 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.
- (e) If an employee is receiving workers' compensation or disability compensation, he may elect to draw upon his sick leave to the extent authorized by the General Statutes.
- (f) 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) of this section.

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:

- (a) for medical or dental treatment for which arrangements cannot be made outside of working hours;
- (b) when his/her presence at duty will expose others to contagious disease;
- (c) 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 spouse, father, mother, sister, brother or child, and also any person who is domiciled in the employee's household;
- (d) in the event of critical illness or severe injury in the immediate family (as defined in Section 4c above) 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;
- (e) 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, as much as the equivalent of one (1) day's leave with pay may be granted per occurrence;
- (f) 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 may be granted. Vacation or personal time may also be used for such purposes subject to 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 Personnel Unit 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.

(d) Except that any advanced sick leave not repaid eighteen (18) months subsequent to its being granted, shall be repaid through automatic deductions equal to fifty (50%) percent of the rate it is earned.

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 or designee (s) to substantiate a request for sick leave or special leave of absence with pay:

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

The Office of the Chief Court Administrator may have a physician make a further examination.

Section 7. Removal from Payroll. Any eligible employee in the department 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 and advanced sick leave when applicable, and emergency sick leave bank time 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 department 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 of 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. Notwithstanding the above, any employee absent from duty by reason of illness or injury who has exhausted all of his/her accrued sick leave, personal leave, advanced sick leave, when applicable, and emergency sick leave bank time when applicable, and all but the hourly equivalent of five (5) working days of vacation time, shall be granted a leave of absence for a period not to exceed six (6) months upon submission of an acceptable medical certificate as provided in Section 6. Requests for extensions may be approved by the appointing authority or an authorized

committee thereof. If the employee so chooses, he/she may exhaust all accrued vacation time before taking the leave of absence.

(2) Upon expiration of paid leave for disability resulting from pregnancy, 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. Such medical leave of absence may, at the exclusive option of the appointing authority or an 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/her 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 authority 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 herein before provided for.

Section 9. Status of Accrued Sick Leave and Paid Leave Upon Reemployment of Resigned Employee. Any employee who resigns in good standing from the department 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 department 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 (.25) 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 and 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 department 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 (.25) 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 be an Emergency Sick Leave Bank, composed of the contributions of bargaining unit employees pursuant to the terms of the 1981-83 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 two (2) 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 illnesses.
- (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 advanced 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 a 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 shall fall below seven-hundred and fifty (750) hours, the committee shall be empowered to withdraw a supplemental contribution of up to four (4) hours from each permanent employee's accrued sick leave. Said withdrawal shall 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 of the Committee to attend meetings to administer this program.
- (g) Union appointees shall review sick bank request packets at the Judicial Branch Human Resources Management Unit and be permitted union leave in accordance with Article 8 Section 7(c) to review such packets. Packets shall not be mailed or otherwise transmitted to Committee members and all efforts shall be made to keep sick bank request packets private and secure.
- (h) 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 25.

Civil Leave

Section 1.

- (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) Time off for jury duty shall be arranged as follows:
 - (1) If the employee is scheduled to work the day shift, evening or second shift, he/she shall be off on the shift occurring on the same day as the jury duty.
 - (2) If the employee is scheduled to work the night or third shift, he/she shall be off on the shift immediately prior to jury duty.
- (c) If an employee who works the day shift reports to jury duty and is released early so that court time and reasonable travel time to the work site (including time to stop at home if necessary) do not exceed three and one-half (3.5) hours in total, the employee shall return to work for the balance of the day shift.

If any employee who works the evening or second shift reports to jury duty and is released so that court time and reasonable travel time to the work site (including time to stop at home if necessary) do not exceed three and one-half (3.5) hours in total, the employee shall report to work for his/her regular work shift. An employee who has been off the night or third shift immediately prior to jury duty shall not be required to report for additional work or make up the time if released early from jury duty.

Section 2. An employee 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 20 (Overtime).

ARTICLE 26.

Holidays

Section 1. Holidays. 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 and Christmas Day.

- (a) 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 25th

ARTICLE 27.
Group Health Insurance

The terms and conditions of employee health insurance coverage and benefits are negotiated separately by the State and Unions. All provisions concerning the health insurance coverage and benefits as governed by the separate agreement of the parties on that subject.

ARTICLE 28.
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 10 and Article 14, Section 6.

ARTICLE 29.
Transfers for Operational Reasons

Section 1. The Employer decides the job class involved in transfers, and determines the location from which and to which such transfers will be made.

Section 2. 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 being the controlling factor. Involuntary permanent transfers shall be made in accordance with the inverse seniority, with the least senior employee in the identified job class at the identified location being transferred. Seniority for the purposes of this Article is defined as current continuous service as a full-time permanent employee in the Connecticut Judicial Branch.

If such a transfer will require an employee to commute a distance of ten (10) miles or greater one way in addition to the distance he/she commuted before the transfer, the Employer and the Union shall meet to discuss alternatives at the request of the Union. Any agreement reached by the parties at this meeting shall supersede the provision of this section regarding seniority as a factor in transfers. An employee who has been involuntarily transferred shall have the right to return to his/her original duty station prior to the hiring of a new employee or transfer of an employee in the same or similar job classification at that duty station. A similar job is one for which the transferred employee meets the minimum qualifications and the salary grade for which is no higher than the salary grade to the current position of the transferred employee.

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 operation needs; provided, however, its determination shall not be subject to review under Article 10. Employees in temporary transfer status shall receive mileage in accordance with existing practice.

ARTICLE 30.
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 Pension Agreement.

ARTICLE 31.
Savings Clause

Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of this 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 32.
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 33.
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.

- (a) Except to the extent that a 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.
- (b) In connection with the exercise of rights conferred under paragraph (a) above, which exercise impacts upon a mandatory subject of bargaining, the following procedures shall apply:
 - (1) The Employer shall give notice of its contemplated action.
 - (2) The Union may request that the Labor-Management Advisory Committee convene to discuss such impact.
 - (3) The parties shall commence discussion in a timely fashion.

(4) The fact that such discussions have not commenced or concluded shall not operate to delay the exercise of the Employer's rights under this Agreement, including but not limited to the right to implement all or part of the contemplated action. Prior to any such implementation, the Employer shall give notice to the Union and schedule a meeting of the Labor-Management Advisory Committee.

(5) The fact that the Employer has exercised its right shall not operate to terminate the obligation to continue such discussion for a reasonable period of time.

ARTICLE 34. **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: FMLA, all paid leaves, provided that the employee returns to work immediately following the leave; military leave granted in accordance with Article 23 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 not be computed until after completion of the working test period. Upon successful completion of the working test period, seniority shall be retroactive to the date of hire.
- (c) Seniority shall be deemed broken by: (1) termination of employment caused by resignation, dismissal or retirement; (2) normally failure to report for five (5) consecutive working days without authorization. Credit for seniority up to a break in service shall be restored to an employee who is reemployed within one (1) year of a service break.
- (d) Current continuous service of full-time Adult Probation Commission employees as of December 31, 1978 shall be deemed service in the Connecticut Judicial Branch.
- (e) Current continuous service of full-time DAS-BPW employees as of June 30, 1985 shall be deemed service in the Judicial Branch for purposes of this Article.

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

- (a) Selection for layoff, as provided in Article 15, Section 3(d);
- (b) Selection of vacation leave and personal leave, as provided in Article 21, Section 3, and Article 22;
- (c) Shift assignment of Juvenile Detention Officers as provided in Article 19, Section 2(c) (2); and
- (d) Transfers, as provided in Article 29.

Section 3. On an annual basis thereafter the department shall prepare a seniority list, the form of which shall be subject to the mutual agreement of the parties. Said list will be submitted to the Union as soon as possible after it is prepared.

ARTICLE 35.

Uniforms

Section 1. Uniforms for Maintenance Employees working at 231 Capitol Ave., Hartford. All maintenance employees at 231 Capitol Ave in Hartford will be required to wear uniforms on a daily basis. The Judicial Branch will provide the uniforms and be responsible for cleaning costs.

Section 2. Uniforms for Employees in Juvenile Detention, Maintenance, Commission on Official Legal Publications, Warehouse, Records Center, Mail Processing and Document Scanning Operations.

Employees in these operations will be required to wear uniforms on a daily basis. The employees will be responsible for cleaning and maintaining the uniforms.

Section 3. Safety Shoes. For each year of this agreement, each maintenance employee who is required to wear safety shoes shall receive up to \$250.00, with receipt, for the purchase of up to two pairs of such shoes, payable with the second July paycheck.

ARTICLE 36.

Notice of Openings and Voluntary Transfer

Section 1. Notice of Openings. Notice of vacancies to be filled in AFSCME-Judicial bargaining unit positions shall be posted division-wide. Notices shall remain posted for ten (10) 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. Permanent part-time Judicial Branch employees will be eligible to apply for openings which are posted as full-time openings.

Section 2. The Branch will post bargaining unit classes for relocation. Classes with only one job site location and bargaining unit positions in Probate Court Administration, Supreme Court, and Appellate Court will be exempt from this requirement. The Branch may advertise and/or post for appointment and/or promotion simultaneously with these relocation postings.

Employees must have no discipline within one (1) year, a satisfactory rating on their most recent performance appraisal, and hold the same bargaining unit job title as the relocation posting in order to be eligible to apply.

When the Branch determines that permanent bargaining unit positions in the following job classes are to be filled, candidates will be interviewed by the Branch, provided that the employees meets the eligibility requirements. The most senior employees will be selected by the Branch for the relocation. For Court Recording Monitors with 36.25 plus hours, this language is superseded by the CRM MOA drafted April 14, 2021.

Court Recording Monitor Trainee
Court Recording Monitor I
Court Recording Monitor II

Court Interpreter I/II
Support Enforcement Assistant
Support Services Investigator

For all other bargaining unit positions, when permanent bargaining unit positions are determined to be filled, the Branch/Public Defender Services will consider all qualified internal applicants for the posting. No less than four (4) most senior applicants from the same Division where the opening occurs will be interviewed, along with the rest of the applicant pool, if applicable.

Seniority for this provision will be determined by Branch seniority. Any ties in seniority will be resolved in accordance with Article 15, Section 8.

ARTICLE 37.
Miscellaneous

Section 1. Method of Salary Payment. Employees shall continue to be paid on a biweekly basis for the duration of this Agreement.

Section 2. 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, then 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 3. 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 4. Clothing Claims. The Employer agrees to facilitate the expeditious processing of claims for lost or damaged property to the Claims Commission.

Section 5. Reservation of Rights. The Employer, by entering into and executing this Agreement, does not waive any claims with respect to the constitutionality of Public Act 75-556 as it is or may be applied to the Connecticut Judicial Branch.

Section 6. 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 7. Indemnification. Indemnification shall be provided pursuant to Public Act 83-464, as such Act may be amended from time to time. 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 8. 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 19. Unless otherwise provided in this Agreement, all leave time may be requested and granted in increments of fifteen (15) minutes.

Section 10. Overpayments. In the event that the Branch determines that an employee has been overpaid, the employee will be notified in writing and the Branch shall meet with the affected employee and the Union. The Branch will explain how the overpayment or duplicate payment occurred and discuss a repayment schedule. The Branch shall arrange to recover such overpayment from the employee over the same period of time the overpayment was made unless the Branch and employee agree to some other arrangement. (For example, an employee who has been overpaid by \$5.00 per pay period for six (6) months shall refund the Branch at the rate of \$5.00 per period over six months.)

In the event the employee contests whether or how much he/she was actually overpaid or that the above repayment schedule creates an undue hardship on the employee, the Branch shall not institute the above refund procedure until the appeal is finally resolved through the grievance procedure. The issue(s) may be processed directly to arbitration by the Branch under the contractual grievance and arbitration procedure.

Section 11. Spouses/Domestic Partners. Whenever the word spouse is referred to (husband/wife) in this Agreement, it shall also mean domestic partnership benefits under the parties' pension and health care agreement. In addition, in accordance with Public Act No 05-10, the word spouse shall also mean civil union partner.

Section 12. Advancement. Members employed in the following classifications shall be automatically advanced to the corresponding classifications according to the time-period referenced if they are not advanced sooner. Any advancements under this section are subject to satisfactory performance evaluations.

- Office Clerk to Administrative Clerk I (2 years)
- Court Monitor Trainee to Court Monitor I (2 years)- Subject to the terms of the Stipulated Agreement dated April 14, 2021.
- Court Monitor I to Court Monitor II (2 years)- Subject to the terms of the Stipulated Agreement dated April 14, 2021.
- Maintenance Service Worker I to Maintenance Services Worker II (2 years)
- JDO Trainee Transitional to JDO Trainee (2080 hours)
- JDO Trainee to JDO (1 year)
- IAR Specialist Trainee to IAR Specialist (1 year)

ARTICLE 38.

Duration

Section 1.

Except as otherwise provided, this Agreement shall be effective on approval by the General Assembly through June 30, 2025.

Grievances arising under the prior Agreement which were filed and processed in a timely fashion shall be grievable and arbitrable with and to the extent provided by the terms and conditions of that Agreement.

Section 2. Successor Negotiations. Negotiations for a successor Agreement shall commence on or around September 1 of 2024. The parties may, by mutual agreement, commence negotiations at a different time.

APPENDIX A

Supersedence

To the extent applicable and necessary, certain provisions of the Agreement supersede pre-existing statutes, as approved by the state legislature.

APPENDIX B

Section 1. The authorized pay group for the bargaining unit classifications are as follows:

<u>Classification Title</u>	<u>Pay Group</u>
BU 43:	
Accounting Assistant	14
Administrative Assistant	17
Administrative Clerk I	12
Administrative Clerk II	15
Administrative Secretary I	16
Adult Probation Interstate Compact Coordinator	20
Apprentice Printer	10
Assistant Production Supervisor	19
Bail Commissioner	19
Building Supervisor I	19
Building Supervisor II	20
Building Supervisor III	23
Building Supervisor IV	24
Building Supervisor I – Juv Detention	19
Building Supervisor II – Juv Detention	20
Building Supervisor III – Juv Detention	23
Building Supervisor IV – Juv Detention	24

Business Services Supervisor	19
Claims Examiner	16
Court Interpreter I	16
Court Interpreter II	18
Court Operations Assistant	14
Court Recording Monitor I	14
Court Recording Monitor II	15
Court Recording Monitor Trainee	12
Court Reporter	21
Court Support Services Intake Assistant	15
Custodial and Grounds Maintainer – Supreme Court	11
Customer Services Specialist	17
Deputy Clerk – G.A./Juvenile	22
Executive Asst to Chief Court Administrator	22
Facilities Drafter I	15
Facilities Drafter II	19
Fiscal Administration Assistant I	16
Fiscal Administration Assistant II	17
Fiscal Administration Trainee	14
Food Services Assistant	13
Food Services Assistant Transitional	7
Food Services Coordinator	17
Graphic Designer	15
IAR Specialist	20
IAR Specialist Trainee	17
Investigator I (Public Defenders)	18
Investigator II (Public Defenders)	20
Investigator III (Public Defenders)	25
Investigator, Statewide Grievance Committee	17
Juvenile Detention Officer	16
Juvenile Detention Officer – H	14
Juvenile Detention Officer Trainee	14
Juvenile Detention Officer Trainee Transitional	7
Juvenile Detention Shift Supervisor	20
Juvenile Detention Transportation Officer	12
Juvenile Detention Transport Officer Trainee Trnstl	7
LAN Specialist	21
Law Library Assistant	14
Lead Court Interpreter	20
Lead IAR Specialist	23
Lead Juvenile Detention Officer	17
Maintenance Service Worker I	8
Maintenance Service Worker II	10
Maintenance Service Worker III	16
Maintenance Service Worker I – Juv Det	8
Maintenance Service Worker I – Juv Det Trnstl	7
Maintenance Service Worker II – Juv Det	10

Maintenance Service Worker III – Juv Det	16
Mail Handler	9
Office Clerk	10
Paralegal Specialist I (Public Defenders)	17
Paralegal Specialist II (Public Defenders)	22
Printer I	13
Printer II	17
Production Supervisor	23
Public Defender Clerk	13
Public Defender Secretary	16
Publications Supervisor	21
Qualified Craft Worker – Supreme Court	17
Receptionist Clerk	9
Supervising IAR Specialist	25
Supervising Support Enforcement Assistant	19
Support Enforcement Assistant	17
Support Service Investigator	14
Telecommunications Assistant	18
Warehouse Clerk	15

BU 83:

Administrative Assistant	17
Administrative Clerk I	12
Administrative Clerk I – Probate	12
Administrative Clerk II – Probate	15
Administrative Secretary I	16
Administrative Secretary II	19
Administrative Services Coordinator I – Probate	22
Administrative Services Coordinator I	22
Administrative Services Coordinator II	24
Assistant Examiner of Seized Property	22
Communications Assistant	20
Court Planner I	24
Court Planner II	27
Executive Legal Assistant to Appellate Court Judge	21
Executive Legal Assistant to Chief Judge	22
Executive Legal Assistant to Chief Justice	25
Executive Legal Assistant to Supreme Court Justice	23
Executive Assistant – Probate	22
Executive Legal Assistant – Probate	21
Fiscal Administration Coordinator	20
Fiscal Administration Supervisor	25
Office Clerk	10
Opinion Specialist	21
Paralegal Caseflow Specialist	24
Paralegal Specialist I	18

Paralegal Specialist II
Probate Staff Assistant

21
24

APPENDIX C.
Shift Bidding

Non probationary employees in the following classes – Juvenile Detention Officer Trainee, Juvenile Detention Officer, Lead Juvenile Detention Officer and Juvenile Detention Shift Supervisor, will bid for shifts on a semi-annual basis by seniority. Such assignments will be done within each institution with seniority as the controlling factor, provided the employer retains the right to decide the number of employees assigned to a shift and the right to assure appropriate staffing of male and female Juvenile Detention Officers. The procedure for bidding on shifts is as follows:

1. Semi-annually employees will bid on shifts established in the facility to which they are assigned on that date. Shifts will be assigned by seniority within their classification defined as overall service in the classification series, including part time, from the date of hire. When employees are deemed to have equivalent seniority in class, the following shall be the method in which “ties” are broken: 1. Total Judicial Branch service 2. Total state service 3. Drawing names by lot. This definition of seniority applies only to juvenile detention shift bidding.
2. To assure staffing of male and female Juvenile Detention Officers, female Juvenile Detention Officers will bid on shifts separately from male Juvenile Detention Officers. Shifts will then be assigned by seniority within their classification as defined above.
3. A shift bid request shall be submitted by December 15th and June 15th of each year.
4. The facility superintendent shall make assignments based on the seniority bidding process and post the new work period schedule by January 15th and July 15th of each year. Management will meet with the Union upon request to discuss impacted employees prior to the commencement of the work period.
5. Employees who do not bid will remain in their current shift unless a senior employee bids for their shift.
6. All shifts will be treated as separate shifts for the purpose of time off requests.
7. Employees off duty on extended sick leave, injury leave, FMLA, or for any other reason may submit a bid for another shift, but will remain in their current assignment until the return of the absent employee from leave.
8. All transitional Juvenile Detention Officers shall be excluded from the bidding process and shall be assigned to a shift by the management. They shall remain on that shift until the first scheduled bid shift in which they are eligible to bid.
9. A vacancy that occurs during a work period on a shift to be filled by a permanent employee will first be subject to bidding within the institution on a seniority basis. Thereafter when the remaining vacancy is filled by transfer from another facility the transferring employee will be

assigned to that vacancy, without regard to seniority. Said employee may exercise seniority in any future vacancies.

If legislative changes occur which could impact the schedule outlined in this Agreement (such as a closing of a detention facility), the parties agree that this Agreement may need to be modified through impact bargaining.

APPENDIX D. **Swapping**

Juvenile Detention Officers shall be allowed to swap scheduled shifts with other Juvenile Detention Officers at the same facility. Lead Juvenile Detention Officers and Juvenile Detention Shift Supervisors shall be allowed to swap scheduled shifts with other Lead Juvenile Detention Officers and Juvenile Detention Shift Supervisors at the same facility. Swaps shall not be permitted for probationary employees and are limited to 4 swaps per month for all other eligible employees. Additionally, the Bail Commissioner classification and Lead IAR Specialist working non-court hours shall be allowed to swap in accordance with the Stipulated Agreement dated September 10, 2021.

(a) A swap request form must be completed and submitted to management for approval at least 5 days prior to the requested swap date. The agreed upon swap payback date must be within 30 calendar days of the initial swap. The payback date must be on a day on which the employee is scheduled to be on duty. Open-ended swaps and three-way swaps shall not be allowed. Any employee actually working for another employee while on a swap shall retain his/her seniority in the event of involuntary overtime being necessary.

(b) Approval for all swap requests is at the discretion of the management. Once a swap request has been approved in writing, it may only be rescinded by mutual agreement of the parties. An employee who does not report to work as scheduled in an approved swap will not be permitted to swap for 90 days after the first such occurrence and will be subject to being prohibited from swapping permanently after a second occurrence. In the event an employee does not report to work for an approved swap the employee will be charged with an unauthorized absence. Disputes regarding swaps may be grieved, but are not subject to arbitration. The Judicial Branch is not responsible for enforcing swap agreements between employees.

(c) Any employee who works more than 40 hours in a week as a result of a swap will not be entitled to overtime pay. In the case of swaps that fall on a holiday, night or weekend, employees will be paid in accordance with the applicable rate for their regularly scheduled shift.

APPENDIX E.

The following MOA's, MOU's and Stipulated Agreements shall be made part of, and shall be considered incorporated into, this Collective Bargaining Agreement

1. The Detention time off Agreement dated March 3, 2020.
2. The CTU Agreement dated March 13, 2020.
3. The Court Recording Monitors Agreement dated April 14, 2020.
4. The Hours of work for Bail Commissioners, IAR Supervising IAR Specialists, Lead IAR Specialists, IAR Specialists, and IAR Specialist Trainee Agreement dated September 10, 2021.
5. The Supervising IAR Specialist and Lead IAR Specialist pay for voluntary on call weekend work Agreement dated September 10, 2021.
6. The Remote Work Agreement dated June 6, 2022.

**STATE OF CONNECTICUT JUDICIAL BRANCH
BARGAINING COMMITTEE**

Judicial Branch

Bradley Capon, Chief Negotiator

Vicki Marino, Chief Negotiator

Maria Kewer

Krista Hess

Michael Hines

Catherine Foley Geib

Diane Fitzpatrick

Paul Hartan

Paula Lohr

Melanie Buckley

**LOCAL 749 AFSCME COUNCIL 4
BARGAINING COMMITTEE**

Local 749

Ron Nelson – President

Sabrina Agbede - Vice President

Dan Jaworski – Region Vice President

Ana Lindley – Region Vice President

Sotonye Otunba-Payne - Region Vice President

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Council 4

J.Wells - Negotiator Council 4

Steve Carbone - Negotiator Council 4

Rudy Demiraj - Negotiator Council 4