COLLECTIVE BARGAINING AGREEMENT

BETWEEN

STATE OF CONNECTICUT

AND

THE AMERICAN FEDERATION OF TEACHERS – CONNECTICUT

ASSISTANT ATTORNEYS GENERAL & ASSISTANT ATTORNEYS GENERAL DEPARTMENT HEAD BARGAINING UNITS

July 1, 2021 to June 30, 2025
Assistant Attorneys General (P-6)
Assistant Attorneys General Department Heads (P-7)

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ARTICLE 1 – RECOGNITION

The State of Connecticut (hereinafter referred to as the "Employer") recognizes the American Federation of Teachers – Connecticut (hereinafter referred to as the "Union") as the exclusive bargaining representative of all Assistant Attorneys General whose classifications were assigned to the certified unit by action of the Connecticut State Board of Labor Relations under Certification Decision No. 4930 dated November 16, 2016, as well as the Assistant Attorneys General Department Heads") whose classifications were assigned to the certified unit by action of the Connecticut State Board of Labor Relations under Certification Decision No. 4982 dated November 3, 2017, excluding one Assistant Attorney General specializing in labor relations matters, the Department Head for Workers' Compensation and Labor Relations, one special counsel specializing in legislature affairs, Associate Attorneys General, the Attorney General, and the Deputy Attorney General, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment. The term "employee" or "bargaining unit member" or "bargaining unit assistant attorney general" as used in this agreement shall mean a represented Assistant Attorney General or Assistant Attorney General Department Head. Assistant Attorneys General may also be known as "AAGs," and Assistant Attorneys General Department Heads may also be known as "Department Heads" or "AAG Department Heads" or "AAG Section Chiefs."

ARTICLE 2 – ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes and cancels all prior practices and Agreements whether written or oral unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties and concludes collective bargaining for its term.

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 area of collective bargaining, and that the understanding and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer 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 any subject or matter whether or 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.

The parties agree, however, that the duty to bargain to the extent required by law over the decision to terminate or amend regulations, general letters, administrative directives, and agency rules or orders, reduced to writing and uniformly applied to employees, which are mandatory subjects of bargaining and which are herein incorporated by reference, shall be neither waived nor diminished except as indicated otherwise herein.

ARTICLE 3 – NO STRIKE/NO LOCKOUT

Section One. Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sickout or any interference with the mission of any State Agency.

Section Two. The Union shall exert its best efforts to prevent or terminate any violation of Section One of this Article. Immediate written notice to employees involved of their obligation under this Section, with copies of such notice served on the Employer, shall constitute compliance with this Section.

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

Section Four. The Employer will provide security for employees who continue to meet job obligations in spite of any illegal strike, picket line or other job action posing a hazard to the employees' safety.

ARTICLE 4 – MANAGEMENT RIGHTS

Except as otherwise limited by an express provision of this Agreement, the State reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include, but are not limited to, establishing standards of productivity and performance of its employees; determining the mission of an agency and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classification; classification and pay grade for newly created jobs; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies. The Attorney General retains all the rights and privileges granted thereto by the Connecticut Constitution and the Connecticut General Statutes.

ARTICLE 5 – UNION RIGHTS

Section One. Employer representatives shall deal exclusively with Union designated stewards or representatives in the processing of grievances or any other aspect of contract administration.

Section Two. The Union will furnish the Employer with the list of stewards designated to represent any segment of employees covered by this Agreement, specifying the jurisdiction of each steward, and shall keep the list current on a monthly basis unless there is no change. The Union shall be limited to six (6) stewards.

Section Three. Access to Premises. Union staff representatives shall be permitted to enter the facilities of an agency at any reasonable time for the purpose of processing grievances or fulfilling its role as collective bargaining agent, provided that they give notice of their presence immediately to the supervisor in charge and do not interfere with the performance of duties. The Union will furnish the Employer with a current list of its staff personnel and their jurisdictions, and shall maintain the currency of said list.

Section Four. Bulletin Board. The State will furnish reasonable bulletin board space in each institution, which the Union may utilize for its announcements. Bulletin board space shall not be used for material that is of a partisan political nature or is inflammatory or derogatory to the State employer or any of its officers or employees. The Union shall limit its posting of notices and bulletins to such bulletin board space.

Section Five. The Employer shall notify the Union of new hires immediately upon their hire.

ARTICLE 6 – UNION SECURITY AND PAYROLL DEDUCTION

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

Section Two. The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State within thirty (30) days of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding agency payroll office a digital copy of the Union authorization signed by the employee. The Union shall provide a report of members with dues deduction including any "starts and stops" within thirty (30) days of the legislative approval of this contract. By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Thereafter, the Union will certify by email to the designated State representative on a biweekly basis whether there was any notice of revocation received by the Union. If no revocation notices were received, then an email stating "No revocations received." will satisfy the biweekly certification. Within ten (10) business days of receipt of a revocation, 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 Three. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Below is the version of the agreement currently available and in use which bargaining unit members are to sign. Should this language change, the Union will provide the State with an updated version within ten (10) business days, and the State will update online and later-printed versions of this CBA accordingly.

> I recognize the need for a strong union and believe everyone represented by our union should pay their fair share to support our union's activities. I hereby request and voluntarily authorize my employer to deduct from my earnings and to pay over to Local 6574 an amount equal to the regular monthly dues uniformly applicable to members of Local 6574. This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice via U.S. Mail to both the employer and Local 6574 during the period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of this agreement, or the date of termination of the applicable contract between the employer and Local 6574, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless I revoke it in writing during the window period, even if I have resigned my membership in Local 6574.

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

Section Four. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes

said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, an Agency may request a dues reconciliation not more than twice per contract year.

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

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

Section Seven. The Union shall indemnify the State and hold it harmless for any liability or damages incurred by the Employer for compliance with this Article.

Section Eight. The amount of dues deducted under this Article shall be remitted to the Treasurer of the AAG Union as soon as available after the payroll period together with the list of employees for whom any such deduction is made.

Section Nine. No payroll deduction of dues 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 Ten. No other organizations shall be entitled to deduction of its dues from the payroll.

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

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

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

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

ARTICLE 7 – PERSONNEL RECORDS

The provisions of C.G.S. § 31-128a, et seq. shall apply to employees covered herein.

ARTICLE 8 – SERVICE RATINGS

Section One. All AAGs shall receive an annual evaluation within three months prior to their anniversary date. Service ratings may be issued: (1) during any working test period, (2) when the employer wishes to amend a previously submitted less than good rating due to marked improvement, (3) and at such other times as the appointing authority deems that the quality of service of an AAG should be recorded.

No second "unsatisfactory" rating shall be given until the employer has implemented a remedial plan, i.e., performance improvement plan ("PIP"), which specifically identifies the deficiencies and the steps the AAG needs to take to cure the deficiencies. The remedial plan must be in place for at least four (4) months before the employer issues another service rating. The employer retains all other contractually or statutorily permitted mechanisms for assessing AAG performance. Any files maintained concerning interim conferences shall be in the form of supervisory notes and shall not be on the established rating form.

Section Two. A service rating will be conducted by the management designee familiar with the AAG's performance in his/her current job assignment.

Section Three. There shall be two overall ratings: "satisfactory" and "unsatisfactory." Ratings of "fair" in two (2) categories that make up the overall ratings and/or "unsatisfactory" in one (1) or more categories that make up the overall ratings shall constitute an overall rating of "unsatisfactory." Any other combination of ratings shall be considered an overall rating of "satisfactory."

Section Four. An AAG may appeal any overall evaluation or evaluation category in which the rating was other than "good" (for a category that makes up the overall rating) or "satisfactory" (for the overall rating). The evaluator bears the burden of demonstrating the appropriateness of said evaluation.

Section Five. The service rating form remains a negotiated document.

ARTICLE 9 – SENIORITY

Section One.

(a) Seniority is defined as current, continuous state service with the Employer.

(b) An AAG's seniority shall accrue during the following periods while employed by the Office of the Attorney General:

(1) War service;
(2) Granted Military leave;
(3) Paid leave;
(4) Workers' Compensation;
(5) Unpaid sick leave, disability, family emergency due to illness, and authorized leaves of absence (provided that the AAG returns to work immediately following the leave);
(6) Non-disability maternity leave of up to six (6) months;
(7) Layoff, to a maximum of twelve (12) months or the length of AAG's service, whichever is less;
(8) Union leave of any length; and
(9) Sick leave bank time.

For part-time AAGs, seniority will be pro-rated in accordance with the number of hours worked by the AAG.

Section Two. Seniority shall not be computed until after the Working Test Period.

Section Three. Seniority shall be deemed broken by: (a) termination of employment caused by dismissal; (b) failure to report for five (5) working days without authorization unless the AAG provides a valid reason for not notifying the agency; or (c) any other termination not in good standing.

Credit will be granted to any AAG with permanent status who is reemployed within one (1) year after termination in good standing, including reemployment from retirement.

Section Four. Seniority lists shall be maintained by the State annually with September 1 the target date for completion of seniority lists.

Section Five. Seniority as defined above shall be utilized for purposes of order of layoff and reemployment.

ARTICLE 10 – ORDER OF LAYOFF OR REEMPLOYMENT

Section One. A layoff is defined as the involuntary, non-disciplinary separation of an AAG from State service because of lack of work, economic necessity, or reorganization.

Section Two. If seniority of two (2) or more AAGs in the bargaining unit is exactly the same, the more senior AAG shall be determined by considering first total state service as a licensed attorney. If total state service as a licensed attorney is the same, the more senior AAG shall be determined by considering total time as a licensed attorney in the State of Connecticut. If time as a licensed attorney in the State of Connecticut is the same, then a coin toss.

Section Three. No AAG shall be laid off if any AAG with less seniority is retained (subject to Section Two supra).

Section Four. The Employer shall give an AAG and the Union not less than six (6) weeks written notice of layoff, stating the reason for such action. When practicable, additional advance notice shall be given.

Section Five. No Outside Bumping. In no event shall any State employee from outside of the Attorney General's Office be permitted to bump a currently employed AAG from his or her employment with the Attorney General's Office or otherwise force such currently employed AAG to leave his or her employment with the Attorney General's Office.

Section Six. Reemployment List.

(a) The names of permanent AAGs who are eligible for reemployment shall be arranged on appropriate reemployment lists in order of seniority as defined in Article 9, above, and shall remain thereon for a period of three (3) years.

(b) AAGs shall be entitled to specify for placement on the reemployment list for any or all classes in which they formerly held permanent status or which are deemed comparable. In the event that an AAG is appointed to a position from a reemployment list but such position is in a lower salary group than the class or classes for which his/her name is entered upon a reemployment list, he/she shall remain eligible for certification from that list.

(c) An AAG appointed to a position from a lower class from which the AAG was laid off, shall remain eligible for reemployment to the higher classification. An AAG appointed to a position from the reemployment list to a lower class shall be paid for the service in such lower classification at the closest rate in the lower salary range to the AAG's former salary in the higher classification from which he or she was laid off, but not more than the rate the AAG was receiving at that time of layoff.

(d) There shall be no appointment from outside State service until laid-off AAGs eligible for rehire and qualified for the position involved are offered reemployment.

Section Seven. Impact of Contracting Out.

(a) During the life of this Agreement, no full-time permanent AAG will be laid off as a direct consequence of the exercise by the State employer of its right to contract out.

(b) The State employer will be deemed in compliance with this Section if:
- **(1)** The AAG 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 AAG for a position, which reasonably appears to be suitable base on the AAG's qualifications and skills. There shall be no reduction in pay during the training period.

ARTICLE 11 – GRIEVANCE PROCEDURE

Section One. Definition. Grievance. A grievance is defined as, and limited to, a written complaint involving an alleged violation or a dispute involving the application or interpretation of a specific provision of this Agreement.

Section Two. Format. Grievances shall be filed on mutually agreed forms which specify: (a) the facts, (b) the issue, (c) the date of the violation alleged, (d) the specific controlling contract provision, and (e) the remedy or relief sought. Any grievance may be amended up to and including Step II of the grievance procedure so long as the factual basis of the complaint is not materially altered.

Section Three. Grievant. A Union representative, with or without the aggrieved employee, may submit a grievance, and the Union may in appropriate cases submit an "institutional" or "general" grievance on its own behalf. When an individual employee or group of employees elects to submit a grievance without Union representation, the Union's representative or steward shall be notified of the pending grievance, shall be provided a copy thereof, and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting but shall be provided with a copy of the written response to the grievance. 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 Four. Informal Resolutions. The grievance procedure outlined herein is designed to facilitate resolution of disputes at the lowest possible level of the procedure. It is therefore urged that the parties attempt informal resolution of all disputes and to avoid the formal procedures.

Section Five. A grievance shall be deemed waived unless submitted at Step I within thirty (30) days from the date of the cause of the grievance or within thirty (30) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance.

Section Six. The Grievance Procedure.

Step I. Agency Head or Designee. A grievance shall be submitted to the Agency Head or designee within the thirty (30) day period specified in Section Five. Such Agency Head or designee shall meet with the Union representative and/or the grievant within ten (10) days of receipt of the grievance and issue a written response within ten (10) days after such meeting.

Step II. The Office of Labor Relations. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary for Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the Undersecretary for Labor Relations has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to the Undersecretary for Labor Relations within twenty (20) days of the date of the Step I response. Said Undersecretary or his/her designee may hold a conference within sixty (60) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference. Submission of a grievance to Step II shall be via electronic mail to an email address designated by the Undersecretary for Labor Relations. Each grievance shall be a separate PDF file. The Office of Labor Relations shall acknowledge receipt of

said grievances by responsive email.

Step III. Unless the parties agree to the contrary for a particular case, the Union may invoke arbitration following Step II in accordance with the Arbitration Protocol set forth as Appendix A to this Agreement.

Step IV. Arbitration. Within ten (10) working days after the State's answer is due at Step II or if no conference is held within sixty (60) days, within ten (10) working days after the expiration of the sixty (60) day period, an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee(s) except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of not less than five (5) working days. Submissions to arbitration shall be via electronic mail to an email address designated by the Undersecretary for Labor Relations.

For purposes of this Section, timeliness of electronic submissions shall be determined based upon the time received in the designated email of the Office of Labor Relations. However, where a dispute regarding timeliness arises, nothing shall prevent the Union from referencing the timestamp of its own grievance submission to demonstrate the delay has been caused by a technological malfunction.

Section Seven. For the purpose of the time limits hereunder, "day" means calendar day unless otherwise specified. The parties by mutual agreement may extend time limits or waive any or all of the steps hereinbefore cited.

Section Eight. 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 filed timely on that last day. The grievant assents to the last attempted resolution by failing timely to appeal timely said decision or by accepting said decision in writing.

Section Nine. Arbitration.

(a) The parties shall establish a panel of seven (7) arbitrators from which a specific arbitrator shall be selected on a rotational basis. Normally, arbitrators shall be scheduled to hear arbitration cases filed for hearing on a rotating basis, by alphabetical order, unless the parties agree to the contrary in any case. The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases when the Union is not a party, one-half the cost shall be borne by the State and the other half by the party submitting to arbitration. On grievances when the question of arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator, a separate arbitrator shall be appointed at the request of either party to determine the issue of arbitrability.

(b) 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/her appointment. In cases of dismissals, demotions or suspension in excess of five (5) days, the parties shall request the arbitrator to maintain a recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer

and pay the cost thereof. The State will continue its practice of paid leave time for witnesses of either party.

(c) The arbitrator or arbitration panel shall be limited to the application of the provisions of this Agreement, 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 Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I.

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 awards on competent jurisdiction to construe any such award as contravening the public interest.

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

(a) dismissal of employees during the initial working test period;
(b) the decision to lay off, or non-disciplinary termination of employees, provided that the employer shall provide the Union, upon request, supportive data regarding the decision to lay off;
(c) compliance with health and safety standards covered by Connecticut OSHA;
(d) selection of interviewees for job vacancies;
(e) any incident which occurred or failed to occur prior to the effective date of this Agreement;
(f) those inherent management rights not restricted by a specific provision of this Agreement;
(g) disputes over claimed unlawful discrimination 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 arising from the same common nucleus of operative fact.

Section Eleven. The conferences of the grievance procedure and arbitration hearings shall be closed to the public unless the parties mutually agree otherwise.

ARTICLE 12 – DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

Section One. No AAG who has attained permanent status shall be discharged, demoted, suspended without pay, or reprimanded except for just cause.

Section Two. Discipline may be imposed by any designee of the employer who is not a member of the bargaining unit, and the employer shall inform the AAG in writing of any dismissal, suspension, demotion, or reprimand, the effective date of such action, and the reasons for such action.

Grievances concerning dismissal, suspension or disciplinary demotion shall be submitted directly to Step II of the grievance procedure within fifteen (15) days of the receipt of official notification of such action. The fifteen (15) days referenced herein commence with receipt by the Union (Union representative) of a copy of the notification of discipline. In the event the notification is mailed to the Union, it shall be by certified mail. When feasible, the Union will provide the agency with a concurrent copy of the Step II filing. All other grievances shall be filed at Step I.

Section Three. The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and will supersede any preexisting forums.

Section Four. Placement of an AAG on a paid leave of absence shall be governed by Regulation 5-240-5a to permit investigation.

Section Five. Interrogation. An AAG who is being interrogated concerning an incident or action which may subject him/her to disciplinary action shall be notified of his/her right to have a Union Steward or other representative present upon request, provided however, this provision shall not unreasonably delay completion of the interrogation. The interrogation shall not in any case be delayed beyond twenty-four (24) working hours irrespective of the ability of the Union to provide the required representation. However, no AAG will be forced to appear on the day/shift of such notice. This provision shall be applicable to interrogation before, during or after the filing of a charge against an AAG or notification to the AAG of disciplinary action.

Section Six. Whenever practicable, the investigation, interrogation or discipline of AAGs shall be scheduled in a manner intended to conform with the AAG's work schedule. When any AAG 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 Seven. Written reprimands, counseling letters, and warnings shall be included in the AAG's personnel file and, if not merged in the next service rating, shall be expunged after twelve months from the date of reprimand or warning. Written reprimands will be grievable but not arbitrable unless and until used as grounds, in whole or in part, for other disciplinary action, or constitute the basis of a decision not to select an AAG for a promotion.

ARTICLE 13 – COMPENSATION

Section One. General Wage Increases.

(a) Effective and retroactive to July 1, 2021 and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for AAGs who are active employees in the bargaining unit on the date of legislative ratification.

(b) Effective with the pay period that includes July 1, 2022, the base annual salary for all AAGs shall be increased by two and one-half percent (2.5%). The increase shall apply to all AAGs who are active employees in the bargaining unit on July 1, 2022.

(c) Effective with the pay period that includes July 1, 2023, the base annual salary for all AAGs shall be increased by two and one-half percent (2.5%). The increase shall apply to all AAGs who are active employees in the bargaining unit on July 1, 2023.

(d) Wage reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen only Article 13 (Compensation), Section 1 (General Wage Increase) and Section 2 (Annual Increments). All other provisions of this Agreement shall remain in full force and effect and shall not be subject to the reopener.

Section Two. Annual Increments.

(a) Effective and retroactive to the pay period that includes January 1, 2022 and upon legislative approval, bargaining unit members shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2021-2022, but not to exceed the maximum of the salary range. Those bargaining unit members at the maximum rate of the salary schedule shall receive a lump sum payment of two percent (2.0%) of their salary, minus the percentage value of any increment they received on that date. This retroactive increment shall be paid to AAGs who are active employees in the bargaining unit on the date of legislative ratification.

(b) Effective with the pay period that includes January 1, 2023, bargaining unit members shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2022-2023, but not to exceed the maximum of the salary range. Those bargaining unit members at the maximum rate of the salary schedule shall receive a lump sum payment of two percent (2.0%) of their salary, minus the percentage value of any increment they received on that date.

(c) Effective with the pay period that includes January 1, 2024, bargaining unit members shall receive an increment of two percent (2.0%) movement within salary range in

fiscal year 2023-2024, but not to exceed the maximum of the salary range. Those bargaining unit members at the maximum rate of the salary schedule shall receive a lump sum payment of two percent (2.0%) of their salary, minus the percentage value of any increment they received on that date.

(d) Wage reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen only Article 13 (Compensation), Section 1 (General Wage Increase) and Section 2 (Annual Increments). All other provisions of this Agreement shall remain in full force and effect and shall not be subject to the reopener.

Section Three. Special Lump Sum Payments.

(a) Effective and retroactive to July 1, 2021, and upon legislative approval, full-time AAGs shall receive a two thousand five hundred dollar ($2,500) special lump sum payment. This special lump sum payment shall be pro-rated for part-time AAGs. The special lump sum payment shall be paid to AAGs who are an active employee on the date of legislative ratification.

(b) Effective July 1, 2022, full-time AAGs who are active and in the bargaining unit on that date shall receive a one thousand dollar ($1,000) special lump sum payment. This special lump sum payment shall be pro-rated for part-time AAGs and shall be paid in the payroll including July 1, 2022.

Section Four. Department Head Stipend.

(a) Effective June 30, 2022 and retroactive to July 1, 2021, AAG 4 Department Heads shall receive an annual stipend of twelve thousand dollars ($12,000) for the 2021-2022 fiscal year. The stipend shall be paid for past service as a lump sum effective on the pay period that includes June 30th of that fiscal year. The stipend shall be prorated for AAG 4 Department Heads who serve less than the full year in that capacity.

(b) AAG 4 Department Heads shall receive an annual stipend of twelve thousand dollars ($12,000) for the 2022-2023, 2023-2024 and 2024-2025 fiscal years. The stipend shall be paid quarterly for past service as a lump sum effective on the following quarterly pay periods: March 31st, June 30th, September 30th and December 31st of each fiscal year. The stipend shall be prorated for AAG 4 Department Heads who serve less than the full year in that capacity.

ARTICLE 14 – VACATION AND PERSONAL LEAVE

Section One. Vacation leave with pay is granted to full-time, permanent AAGs, at the rate of one and one-quarter (1 ¼) work days per month, for a total of fifteen (15) days per year. Each "day" will be computed at eight (8) hours. Such AAGs are eligible to begin taking paid vacation after completing six (6) months of service. Eligible AAGs employed on less than a full-time basis earn vacation leave for continuous service prorated in proportion to the amount of time actually worked. Requests for vacation and personal leave should be made to the Department Head as far in advance as possible. Such requests will be approved based on the operating needs of the department and agency.

Section Two. In addition to these vacation accruals, AAGs will accrue one additional day of vacation leave for each year of service after ten (10) years of service as follows:

11 years of service: 1 additional day.
12 years of service: 2 additional days.
13 years of service: 3 additional days.
14 years of service: 4 additional days.
15 or more years of service: 5 additional days.

This additional vacation leave is awarded on January 1 for the coming year. The maximum accrual shall be one hundred twenty (120) days. The maximum accrual for AAGs hired after April 1, 2018 shall be sixty (60) days. No vacation leave shall accrue for any calendar month in which an AAG is on leave of absence without pay for an aggregate of more than five (5) working days.

Section Three. Personal Leave. In addition to vacation leave, full-time, permanent AAGs who have completed six (6) months of continuous service are allowed three (3) personal leave days per calendar year. Part-time AAGs who have completed six (6) months of service receive pro-rated personal leave based on the ration of the AAG's work schedule. These days may be used for personal business, including the observance of religious holidays. Personal Leave days do not accumulate from year to year; therefore they must be used by December 31st of each calendar year.

ARTICLE 15 – SICK LEAVE BANK

Section One. Definition. There shall be an emergency Sick Leave Bank to be used by all permanent AAGs.

Section Two. Eligibility. An AAG shall be eligible to use sick leave benefits from the bank when:

a. The AAG has contributed to the bank in accordance with this Article.

b. The AAG has exhausted all sick leave, personal leave, and compensatory time.

c. The AAG has exhausted all vacation leave in excess of sixty (60) days.

d. The illness or injury is not covered by Workers' Compensation and/or such compensation benefit has been exhausted.

e. An acceptable medical certificate supporting the continued absence is on file.

f. The AAG has not been disciplined for sick leave abuse during the two (2) year period preceding application for the benefit; provided, however, the Labor Management committee may waive this requirement.

Section Three. Establishment and Maintenance of Sick Leave Bank. The Sick Leave Bank is established though contributions of hours from the AAGs.

a. Each AAG who has accrued at least eighty (80) hours of sick leave but who has not yet contributed to the Sick Leave Bank as of July 1, 2021 shall contribute eight (8) hours toward the Sick Leave Bank. Said contribution shall be deducted from the AAG's individual sick leave balance on such date.

b. Any AAG who joins the bargaining unit on or after July 1, 2021 shall contribute eight (8) hours toward the Sick Leave Bank upon accruing at least eighty (80) hours of sick leave.

c. If at any time the Sick Leave Bank should be depleted to less than one hundred (100) hours, each AAG who has accrued at least eighty (80) hours of sick leave shall be assessed eight (8) hours toward the Sick Leave Bank from his/her accrued sick leave.

d. In addition, each full-time AAG who has accrued at least two hundred (200) hours of vacation leave may irrevocably donate up to twenty-four (24) hours of vacation leave to the Sick Leave Bank in any calendar year.

Section Four. Administration of the Program. An eligible AAG requesting use of emergency sick leave may make application on the prescribed form to the Sick Leave Bank labor-management committee established to administer the program.

a. Said Sick Leave Bank Committee shall be comprised of two (2) members; one (1) from Management and one (1) from the Union, both of whom must be current employees of the agency. The Committee shall have full authority to grant benefits and administer the program in accordance with the guidelines above or as mutually agreed to. When an AAG returns to work, or when sick leave benefits have been exhausted, the agency will notify the Committee, in writing, with the total number of hours used by said AAG. Time off without loss of pay or benefits shall be granted to Committee members to attend meetings as necessary to administer this program.

b. The actions or non-actions of the Committee shall in no way be subject to collateral attack or subject to the grievance-arbitration process.

c. The Committee shall not be considered a State agency, nor shall it be considered a board or other subdivision of the Employer. All actions shall be taken at the discretion of the Committee, and no requests shall be conducted as contested cases.

d. The parties agree to continue to share in the administration of the bank.

e. This Article supersedes Regulations 5-247-5 and 5-247-6.

f. The parties agree that the Committee may, from time to time, make reasonable modifications/accommodations in its rules of operation. When such modifications are to be adopted, the changes shall be approved by the respective parties, signed and dated. If any modifications necessitate Legislative notice of supersedence, said proposed change shall become effective upon Legislative approval.

ARTICLE 16 – SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable, performed, or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation between the parties.

In the event that any provision of this Agreement is, or shall be at any time, contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 17 – DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 2021 and shall expire on June 30, 2025.

Unless otherwise stated to the contrary, changes to language provisions shall take effect upon Legislative Approval.

Negotiations for the successor to this Agreement shall commence with the timetable established under the C.G.S. Section 5-276a(a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.

ARTICLE 18 – Department Heads, or Functional Equivalents

Section One. The Attorney General shall continue to have the sole discretion to appoint or remove an AAG4 Department Head.

Section Two. Prior to removing an AAG4 Department Head, the Attorney General shall advise the AAG4 Department Head of such removal. The AAG4 Department Head being considered for removal, may request and shall be granted a meeting with the Attorney General to discuss the removal. In the instances where there is an elimination of a department or section or any reorganization or restructuring of the office, a good faith effort will be made for a meeting between the AAG4 Department Head and the Attorney General when practicable.

Section Three. An AAG who has served as an AAG4 Department Head and who works as an AAG after such service ends shall be classified as an AAG 4-Practitioner.

Section Four. Any alleged violation of this Article shall be neither grievable nor arbitrable.

Section Five. Nothing in this Article shall affect Management Rights as provided under Article 4.

ARTICLE 19 – COMPENSATORY TIME

Section One. AAGs in the P-6 bargaining unit shall be eligible for pre-approved compensatory time consistent with this Article.

Section Two. Full-time AAGs are expected to work a minimum of forty (40) hours per workweek. It is understood that normal work assignments or litigation may require additional hours of work. However, an AAG who works more than forty (40) hours per workweek may be eligible for compensatory time only in the most extraordinary of circumstances.

Section Three. An AAG must submit a written request for compensatory time to his/her Section Chief as far in advance as possible along with an explanation why such extra work is necessary. The Section Chief shall notify the Assistant Deputy Attorney General for Administration and Management of the request, as well as provide a recommendation for approval or denial. The appropriate Division Chief should also be copied on the request. The Assistant Deputy Attorney General shall issue the final approval or denial of the request and notify the Section Chief, and copy the appropriate Division Chief. Compensatory time will only be awarded in increments of four (4) hours, and only for work performed onsite at the Office of the Attorney General or other approved locations by the Section Chief and Assistant Deputy Attorney General for Administration and Management. The OAG may make reasonable changes to the approval process of compensatory time with advance notice to the Union.

Only under extreme circumstances will compensatory time be granted after the hours have been worked. In those cases, the AAG and Section Chief must submit a justification for the delay in submitting the request to the Assistant Deputy Attorney General for Administration and Management.

Section Four. AAGs must use compensatory time within twelve (12) months after it is earned; such accumulation shall expire after twelve (12) months. Requests to use compensatory time shall be made to management as far in advance as possible and will be approved based on the operational needs of the agency. Compensatory time shall not be a basis for compensation at any point other than upon its use, including but not limited to termination, separation or retirement.

Section Five. Alleged violations of this Article shall be neither grievable nor arbitrable. Denials of requests for compensatory time may be discussed at Labor-Management meetings.

ARTICLE 20 - TRAINING AND PROFESSIONAL DEVELOPMENT

Section One. The Office of the Attorney General (OAG) and the Union recognize the importance of relevant training for attorneys to remain in good standing and to perform their responsibilities proficiently.

Management retains the right to determine training needs, programs, procedures, and to select employees for training. Furthermore, it is the obligation of each AAG to satisfy all professional development requirements including trainings and mandatory continuing legal education (MCLE).

Section Two. MCLE required for attorneys to remain in good standing and the training activities designed to improve AAG skills related to current job assignments may range from training offered by and through the Office of the Attorney General, through affiliate programs such as the National Attorneys General Training & Research Institute (NAGTRI) or the Practising Law Institute (PLI), or through non- affiliated organizations such as the American Bar Association (ABA) or Connecticut Bar Association (CBA). When AAGs engage in MCLE, the time spent in such training shall be considered time worked, however such time shall not serve as a basis for earning compensatory time or overtime.

Section Three. In-house and Affiliate Training and Professional Development. From time to time, the OAG may offer training programs and/or MCLE that enhances the knowledge and skills of bargaining unit employees. Volunteers will be solicited when practicable.

Section Four. Professional Development and Conferences Outside the Office. The OAG encourages AAGs, with advance approval, to participate in training seminars, webinars, conferences and other forms of professional development that are not available in-house or through affiliate programs. AAGs must submit requests to attend such professional development to their Section Chief via an Outside Activities Form. Final approval shall be determined by management and shall be based upon the needs of the OAG. The AAG must complete all necessary forms in a timely fashion, including travel authorizations and outside activities forms prior to the professional development. The OAG shall not reimburse the AAG for any expenses incurred as a result of this training unless prior approval for reimbursement has been granted by management.

Section Five. Alleged violations of this Article shall be neither grievable nor arbitrable.

ARTICLE 21 - RELEASE TIME FOR UNION BUSINESS

Section One. Paid leave shall be granted in the amount of two hundred (200) hours per year to Union officials and stewards for Union business related functions, plus up to fifty (50) unused hours carried over from the prior year for a maximum of two hundred fifty (250) hours in any one year. Time used for processing or investigating grievances, labor-management meetings, contract negotiations and membership orientation shall not be charged to this bank of hours. Requests for time off under this section shall be made in writing to the Office of Labor Relations at least two (2) weeks in advance except in emergency situations. The Union's request shall specify the dates of release and the names of employees to be released and their work locations. Permission by the Employer shall not be unreasonably denied except where an agency emergency exists. However, if the usage would cause significant impact on the agency operations, the State and the Union shall discuss the situation and may, by mutual agreement, postpone or cancel the leave usage.

Section Two. Orientation and Training. See Union Security in Article 6.

Section Three. Steward Training. The Union and Management agree that in order to promote the precepts as incorporated in the Preamble of this Agreement and for the expeditious and reasonable processing of disputes under this Agreement, steward training shall be a valuable asset in promoting these goals. Steward training shall be charged to the bank of hours set forth in Section 1. Stewards shall be granted time off for representational duties.

Section Four. Annual Meeting. Management shall grant release time with pay at no more than a half-day unit for employees to attend an annual meeting of the Union subject to the following:

a. It is understood that sufficient employees must remain on duty to provide coverage for offices and/or to complete required work on the day of the meeting.

b. The Union shall provide Management a list of those attending the meeting.

c. An employee who does not attend all or part of the meeting shall be expected to work or to take vacation or personal leave for all or part of the day on which he/she does not attend the meeting.

Section Five. Labor-Management Meetings. The Union and Management shall schedule monthly meetings at a mutually agreed upon date and time to discuss matters of concern relating to working conditions, such as administration of this Agreement, labor-management relations, or efficiency and increased productivity. Each party shall have no more than three (3) representatives at such meeting. These meetings shall not be bargaining sessions. 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 22 – SICK LEAVE

Section One. Each employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) days or the equivalent per completed calendar month of continuous full-time service, including authorized leave with pay, provided that:

(l) Such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee on the completion of the calendar month.

(2) An eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records.

(3) No such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than five (5) working days or forty (40) hours.

(4) Sick leave shall accrue for the first twelve months in which an employee is receiving compensation benefits in accordance with Section 5-142 or 5-143 of the General Statutes.

Section Two. The appointing authority shall grant sick leave to the eligible employee who is incapacitated for duty. During such leave, the employee is compensated in full and retains his/her employment benefits. Such leave shall not be granted for periods of time during which the employee is receiving compensation in accordance with Section 5-142 or 5-143 of the General Statutes, except to the extent permitted by said Sections or for recuperation from an illness or injury which is directly traceable to employment by an employer other than the State of Connecticut.

Section Three. An eligible employee[1] shall be granted sick leave:

(a) for medical, dental, or eye examination or treatment for which arrangement cannot be made outside of working hours;

(b) in the event of death in the immediate family, provided that not more than five (5) days shall be granted therefor. Immediate family means spouse, father, mother, sister, brother, or child, and also any relative who is domiciled in the employee's household;

(c) for illness or injury, medical, dental, or eye examination or treatment of a member of the immediate family, as defined above provided that not more than ten (10) days of sick leave per calendar year shall be granted therefor. The granting of sick leave under this subsection for medical, dental or eye examination or treatment shall be only when arrangement cannot be made outside of working hours.

(d) for going to, attending, and returning from funerals of persons other than members of the immediate family, no more than three (3) days of sick leave may be used per calendar year if permission is requested and approved in advance by the appointing authority.

[1] Employee includes an AAG working during the initial six (6) month working test period, who is also accruing sick leave.

Sick time utilized under a, b, c and d above shall not count as an occasion.

Section Four. **(a)** In reviewing an employee's record to determine whether a sick leave usage problem exists, the Employer shall consider the following factors:

1. the number of days taken, and number of occasions

2. patterns of usage

3. the employee's past record

4. the reasons for sick leave use

5. extenuating circumstances

(b) An occasion of sick leave is defined as any one continuous period of unscheduled absence for the same reasons. However, a reoccurrence of illness stemming from a premature return to work resulting in additional sick leave usage shall be considered as an extension of the original occasion provided such is verified by a physician.

An occasion of absence shall not in and of itself carry any stigma or subject the employee to disciplinary action.

For the purpose of preparing service ratings, the number of sick time occasions shall not be considered in isolation; rather, the entire attendance record shall be considered, including those factors specified in (a) above.

Section Five. Medical Certificate. (a) An acceptable medical certificate (currently Form 33) signed by a licensed physician or other practitioner whose method of healing is recognized by the State, will be required of an employee by his appointing authority to substantiate a request for sick leave for the following reasons:

(l) any period of absence consisting of more than five (5) consecutive working days;

(2) to support a request for more than two (2) days of sick leave during annual vacation;

(3) leave of any duration if absence from duty occurs frequently or habitually provided the employee has been notified that a certificate will be required;

(4) leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

(b) The employer may provide a State physician to make a further examination.

Section Six. Advance and Extended Sick Leave. (a) No sick leave in excess of the leave accumulated to the employee's credit may be granted by the appointing authority unless approved by the Commissioner of Administrative Services. Such authorization shall be granted only in cases involving extended periods of illness or injury. In requesting an advance of sick leave, the appointing authority shall submit the following facts for the consideration of the Commissioner:

(l) the length of state service of the employee

(2) the classification of the employee

(3) the sick leave record of the employee for the current and for the four preceding calendar years

(4) A medical certificate which shall be on the prescribed form and which shall include the nature of the illness, the prognosis, and the probable date when the employee will return to work.

(b) No advance of sick leave may be authorized unless the employee shall have first exhausted all accrual to his/her credit for sick leave, personal leave, compensatory time and vacation leave, including current accruals. No advance of sick leave may be granted unless an employee has completed at least five (5) years of full-time work service. If approved, such extension shall be on the basis of one (l) day at full pay for each completed year of full-time work 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 by the Commissioner of Administrative Services shall be repaid by a charge against such sick leave as the employee may subsequently accrue. Upon the employee's return to duty, one-half of the employee's monthly sick leave accrual shall be deducted for the re-payment of the advanced sick leave (e.g. if an employee would otherwise accrue ten (10) hours of sick leave for a month, the employee shall accrue five (5) hours of sick leave and the other five (5) hours shall be applied to the amount of advanced sick leave owed).

(d) An employee who has at least twenty (20) years of state service and who has exhausted his/her sick leave and his/her advance of sick leave may be granted extended sick leave with half pay for thirty (30) days upon the appointing authority's request and subject to approval by the Commissioner of Administrative Services.

Section Seven. Miscellaneous. **(a)** A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave. When a full day off is granted by the act of the Governor, an employee on sick leave shall not be charged as being on sick leave.

(b) An employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to State service on a permanent basis.

(c) An employee who has resigned from State service in good standing and who is

reemployed within one (1) year from the effective date of his/her resignation shall retain sick leave accrued to his/her credit as of the effective date of his/her resignation.

(d) Following exhaustion of sick leave, an employee may request an unpaid medical leave of absence. Such request shall not be unreasonably denied in cases of leave of absence of up to thirty (30) days. Notwithstanding the leave of time already offered to an employee under the standard family and medical leave reasons outlined in General Letter 39—State of Connecticut Family and Medical Leave Entitlements—Revised, dated March 28, 2018 (which is attached hereto in Appendix D), any further extension of the leave of absence beyond thirty (30) days shall be at the sole discretion of the Employer. An employee who is granted a medical leave of absence, including such a leave for maternity disability, shall not be required to exhaust accumulated vacation or personal leave prior to beginning the leave of absence without pay.

Section Eight. Upon death of an employee who has completed ten (10) years of State service, the Employer shall pay to the beneficiary one-fourth (1/4) 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 Nine. An employee who retires under the provisions of Chapter 66, C.G.S., shall be compensated, effective as of the date of his/her retirement, at the rate of one-fourth (1/4) 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. Such payment for accumulated sick leave shall not be included in computing retirement income and shall be charged by the state comptroller to the department, agency or institution in which the employee worked.

APPENDIX A – ARBITRATION PROTOCOL

1. Once arbitration is invoked, the parties will meet within ten (10) working days to discuss the unresolved grievance(s) on which arbitration is demanded. The purposes of such meeting are: (a) to categorize grievances in accordance with this agreement if multiple grievances have been filed to arbitration; (b) to schedule grievances for hearing dates in accordance with this agreement; and (c) to further attempt to resolve matters that can be resolved. Participants in the meeting will be chosen by the parties to maximize the likelihood of achieving the purposes of the meeting.

2. Using the panel of arbitrators set forth in the CBA, the parties will schedule a date for arbitration to proceed no later than ninety (90) days, or at the earliest available date if ninety (90) days cannot be achieved.

3. All things being equal, the parties will schedule matters for hearing in the order in which arbitration is demanded. However, the parties recognize that all things will often not be equal. For that reason, some matters are assigned categorical priority as set forth below. The priorities listed below start with the lowest to highest:

a. Matters in which there is no alleged ongoing harm to either party, and which can be prepared for hearing with little advance notice. [Example: A layoff alleged to be out of order, member already recalled, few facts in dispute.]

b. Matters in which there is no alleged ongoing harm to either party, but which cannot be prepared for hearing with little advance notice. [Example: A layoff alleged to be out of order, member already recalled, numerous facts in dispute; or discipline short of discharge.]

c. Matters in which there is alleged ongoing harm to either party. [Examples: Discharge cases; contract interpretation cases with ongoing alleged violations.]

4. The parties will endeavor to be familiar enough with the facts of the matter and with the strengths and weaknesses of their position to have productive settlement discussions. (The parties recognize that some cases may require additional preparation for such discussions, and they may need to revisit such discussions at a later regular meeting).

APPENDIX B – CROSS-BARGAINING UNIT LANGUAGE

1. Durational and Temporary Employees

Definitions:

Temporary: Position filled for a short term, seasonal, or emergency situation, including to cover for a permanent position when the incumbent is on workers' compensation or other extended leave, not to exceed six (6) months. May be extended up to one year. If a temporary employee is retained greater than twelve (12) months said employee shall be considered durational.

Durational: An employee hired for a specific term, for a reason not provided above, including a grant or specially funded program of a specific term, not to exceed one (1) year.

Status: A temporary employee shall become durational after six (6) months or one year if extended.

A durational employee shall become permanent after six months, or the length of the working test period, whichever is longer.

Benefits:

A temporary employee shall receive such benefits as provided by state or federal law, and such additional benefits as currently provided by the respective agreements and practice applicable to the unit, which may include:

- Health and life insurance
- Pension credit
- Paid Holidays
- PL Days
- After six (6) months, vacation, sick and personal leave retroactive to date of hire.

An employee hired for a durational position or treated as a durational after a period of temporary employment shall receive:

- The same benefits as any other employee would receive during his/her working test period
- Upon becoming permanent, the same benefits as any other permanent employee.

2. Inclement Weather

Essential Employees

- Definition-for this purpose "essential" means required by the Employer to work outside the home during a period other bargaining unit employees are paid but relieved from work due to a closing.
- Where a primarily non-hazardous duty bargaining unit includes both essential and non-essential employees, and the former receive only normal pay for working during his/her

normal hours during a situation where the governor orders a closing of some or all of that employee's normal shift, the following shall apply: Notwithstanding any provision providing overtime for working outside normal shift hours, such person shall receive straight time comp time for the hours worked during the employee's normal shift where the state has been ordered closed or the Governor has directed nonessential state employees not to report to work.

Vacation, PL and Sick Time Impact for Non-Essential Employees

- Employees out sick shall not be charged a sick day or personal day if the state is closed or the Governor has ordered nonessential state employees not to report to work during that employee's normal work shift
- Employees on vacations for less than a week shall not be charged a vacation day if the state is closed during that employee's normal work shift.
- Employees scheduled out of the office on leave for a week shall be charged for such leave if the state is closed during such time.

10-month Employees Choosing a 12-month Pay Plan - Shall be treated like any other twelve (12) month employee for purposes of inclement weather closings.

3. Alternative Work Schedules, Compressed Work Schedules, and Telecommuting

Section One. Concept. Each agency will form a committee (like labor management) with each of its unions to discuss these issues. With the agreement of Union representatives, committees may operate cross bargaining units.

Section Two. Statewide Telework Committee. There shall also be a Statewide Telework Committee. The purpose of the Committee is to create policy and policy guidance to agencies regarding telework policies and implementation thereof. Areas of guidance include ensuring consistent standards, disability accommodations, performance measurements, agency closures, and management training. The Committee shall be comprised of an equal and mutually agreed upon number of members appointed by the SEBAC Leadership, and representatives of management, which shall include the Director of Statewide Human Resources and other such designee of the Commissioner of DAS, and members of OLR. The Committee shall be co-chaired by the Undersecretary of OLR or his/her designee and a representative of SEBAC. The Committee shall commence with meetings no later than sixty (60) days following ratification of the Agreements.

Current practice will remain at each agency until parties meet and agree otherwise or changes occur through facilitation and or arbitration. Each committee shall begin its work no later than thirty (30) days following the ratification of this agreement, and shall provide an initial report to the Statewide Committee regarding the meetings held and information relevant to the issue of telework, as defined and requested by the Statewide Committee.

Up to six (6) members (equal on each side) on the committee. Union staff, and the Office of Labor Relations, shall serve as ex officio participants on the committee until a policy acceptable to both parties has been created.

Section Three. Flexible Scheduling Facilitator. There shall be a Flexible Scheduling Facilitator, who shall be knowledgeable in flexible schedule issues. The Facilitator shall be available to resolve such matters as submitted by the parties. The Facilitator shall work with the committees to establish AWS, Compressed Scheduling, and Telecommuting Policies acceptable to both parties. If the parties are unable to agree to such policies within ninety (90) days of the commencement of Statewide Committee meetings, either party may invoke interest arbitration on this issue. In such arbitration, it shall be agreed upon language that:

(1) Any policy shall consider the legitimate operational needs of the affected agencies as well as the interests of the affected employees.

(2) The determination of the employer to deny a request for AWS, Compressed Work Schedules, and Telecommuting shall be arbitrable, but shall first be submitted to the joint committee and the Facilitator for a recommended disposition.

(3) Current contract language on AWS and Flex scheduling shall be agreed upon language unless a bargaining unit agrees otherwise and/or proposes alternative language in the arbitration.

If the inability to reach agreement involves more than one bargaining unit and/or more than one agency, prior to the arbitration(s) being scheduled, the parties shall confer to determine the best way to achieve their mutual interest in expeditiously establishing a fair and effective policy applicable to those units and/or agencies.

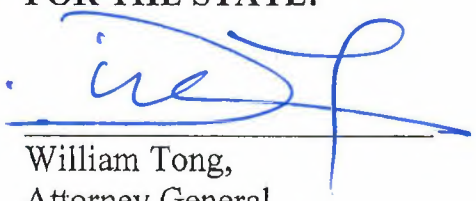
SUPERSEDENCE APPENDIX

July 1, 2021 – June 30, 2025

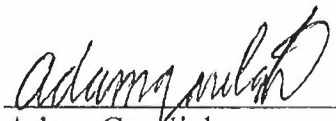
NEW PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Compensatory Time	Article 19	C.G.S. § 5-245, 31-60 et seq. Reg. § 5-238-5
Compensation (General Wage Increases)	Art. 13, Sec. 1	C.G.S. §§ 5-200(k), 5-200(m)
Compensation (Annual Increments)	Art. 13, Sec. 2	C.G.S. §§ 5-200(k), 5-200(m)
Compensation (Special Lump Sums)	Art. 13, Sec. 3	C.G.S. §§ 5-200(k), 5-200(m)
Compensation (Department Head Stipend)	Art. 13, Sec. 4	C.G.S. §§ 5-200(k), 5-200(m)
Department Heads, or Functional Equivalents	Article 18	C.G.S. § 5-271(e), C.G.S. § 5-240(b), C.G.S. § 5-230 Reg. § 5-240-1a
Sick Leave Bank	Article 15	C.G.S. § 5-247 Reg. §§ 5-247-5, 5-247-6
Sick Leave	Article 22	C.G.S. § 5-247 Reg. §§ 5-247-4
Release Time for Union Business	Article 21	C.G.S. § 5-238; Reg. 5-238-1 thru 5-238-5
Union Security and Payroll Deductions	Article 6	C.G.S. § 5-260, C.G.S. § 5-280

NOTE: The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

FOR THE STATE:



William Tong,
Attorney General



Adam Garelick,
Office of Labor Relations

FOR THE UNION:

Joan Andrews
President, ACAAG
Local 6574

Linsley Barbato
Vice President for Dept. Heads

Raul Rodriguez
Vice President for AAGs

DEPARTMENT OF ADMINISTRATIVE SERVICES

TO: **AGENCY HEADS AND HUMAN RESOURCES ADMINISTRATORS**

FROM: **NICHOLAS HERMES, DEPUTY COMMISSIONER**

DATE: **DECEMBER 23, 2021**

RE: **GENERAL LETTER 39 – STATE OF CONNECTICUT FAMILY AND MEDICAL LEAVE ENTITLEMENTS POLICY – REVISED EFFECTIVE JANUARY 1, 2022**

PURPOSE

This General Letter provides a statewide family and medical leave entitlements policy to ensure consistent application and implementation of the federal and state family and medical leave laws. Therefore, any and all individual agency policies on this topic are hereby deemed obsolete and agencies shall comply with the instructions specified herein.

Family and Medical Leave Entitlements for State of Connecticut employees consist of the following:

- Federal FMLA
- State FMLA
- SEBAC Supplemental Leave
- Pregnancy Disability Leave
- Organ Donor Leave
- Bone Marrow Donor Leave

Appendix A defines the terms that have specific meanings in connection with Family and Medical Leave, including but not limited to the definitions of “child,” “parent,” “spouse, “family member”, “next of kin,” “covered servicemember,” and “covered active duty.”

Appendix B describes the procedures employees must follow when applying for and using Family and Medical Leave Entitlements.

Appendix C contains the forms used to administer Family and Medical Leave Entitlements.

SOURCES OF FAMILY AND MEDICAL LEAVE ENTITLEMENTS

Legislation passed at both federal and state levels provides eligible employees with job-protected leave for certain family and medical reasons.

The federal Family and Medical Leave Act (“**federal FMLA**”) provides medical leave and family leave, as well as additional leave rights to families of members of the Armed Forces.

The revised agreement between the State of Connecticut and the State Employees Bargaining Agency Coalition, ratified by the General Assembly in July 2017 (“the 2017 SEBAC Agreement”) made two significant changes to the family and medical leave entitlements of unionized state employees:

- Connecticut's family/medical leave act, C.G.S. §31-51kk ("**state FMLA**") applies to state employees; and
- Permanent state employees are eligible to receive supplemental leave benefits ("**SEBAC Supplemental leave**").

Pursuant to Item No. 2495-E, these leave entitlements are extended to all Executives, Managers, and Confidential employees of the Executive Branch, and to Legislative and Judicial employees. This item also applies to unclassified employees of the boards of trustees of the constituent units of higher education.

In addition, the provision that state employees are covered by C.G.S. §31-51kk was codified by sections 277 and 278 of Public Act 21-2 (June Spec. Sess.).

Section 46a-60(b)(7) of the Connecticut General Statutes requires employers to grant its pregnant employees "a reasonable leave of absence for disability resulting from her pregnancy." This "**pregnancy disability leave**" includes absences associated with pregnancy complications, such as being put on bedrest, as well as the period of time required for the employee to physically recover from the birth of the child.

Finally, section 5-248k of the Connecticut General Statutes creates an additional leave entitlement for any state employee who donates an organ or bone marrow to a person for transplantation ("**organ donor leave**" and "**bone marrow donor leave**").

DESIGNATION OF LEAVE ENTITLEMENTS

In all circumstances, it is the employer's right and obligation to designate leave as a Family and Medical Leave Entitlement.

- If the employee is eligible for one or more of the Family and Medical Leave Entitlements and the law or policy covers the reason for leave, the employer **must** designate the leave accordingly.
- If the employer learns that the employee is absent due to a covered reason and the employee is eligible for one or more of the leave entitlements, the employer **must** designate the leave even if the employee does not make an explicit request.
- The employee does **not** have the right to refuse the designation of leave.
- The federal FMLA gives the employer the option to identify individuals as "key employees" who do not receive job protection during their leave. The State of Connecticut does **not** utilize this option.

LEAVE REASONS

Family and Medical Leave Entitlements can be used for the following leave reasons:

- Standard Family and Medical Leave, and/or
- Military Family Leave

Standard Family and Medical Leave:
Federal FMLA, state FMLA, and the 2017 SEBAC Agreement allow eligible employees to take **"standard" family and medical leave** for the following reasons:

- **Personal Medical Leave** for the employee's own serious health condition:
  - The employee's own illness or injury;
  - The disability period related to the employee's pregnancy and childbirth;
  - The donation of an organ by the employee;
  - The donation of bone marrow by the employee.

- **Caregiver Leave** to care for the employee's child, spouse or parent in connection with:
  - Their disability period related to pregnancy and childbirth;
  - Their organ or bone marrow donation; or
  - Their other serious health condition.
    NOTE: The state FMLA also allows an employee to take caregiver leave to care for the employee's parent-in-law, sibling, sibling-in-law, grandparent, spouse's grandparent, grandchild and any individual related by blood or affinity whose close association with the employee is the equivalent to one of the listed family relationships.
- **Bonding Leave**:
  - Time off to bond with a newborn child;
  - Time off to process the adoption of a child or bond with a newly adopted child; or
  - Time off to process the placement of a foster child or bond with a newly placed foster child *(federal and state FMLA only; not available under SEBAC Supplemental leave.)*

Military Family Leave:
Federal FMLA and state FMLA allow eligible employees to take **military family leave.** The 2017 SEBAC Agreement does **not** create a supplemental leave entitlement for military family reasons**.**

Military Family Leave may be taken for the following reasons:

- ***Military Caregiver Leave for a current servicemember***: For a spouse, son, daughter, parent or next of kin to care for a covered servicemember who has a serious injury or illness while on covered active duty; or
- ***Military Caregiver Leave for a veteran***: For a spouse, son, daughter, parent or next of kin to care for a covered veteran who incurred a serious injury or illness while on covered active duty *(federal FMLA only)*;
- ***Qualifying Exigency Leave***: Because of any qualifying exigency that arises out of or is directly related to the fact that a spouse, son, daughter or parent of the employee is on covered active duty:
  - Short notice deployment;
  - Military events and related activities;
  - Childcare (non-routine care for the child of the individual on covered active duty) and school activities;
  - Parental leave care (non-routine care for the parent of the individual on covered active duty);
  - Financial and legal arrangements;
  - Counseling;
  - Rest and recuperation;
  - Post-deployment activities; and/or
  - Additional activities related to the covered active duty as mutually agreed upon by the employer and employee.

TYPES OF LEAVE SCHEDULES

There are three types of leave schedules available to a state employee for Family and Medical Leave Entitlements:

- **Block leave**: A continuous absence for a single qualifying reason (i.e., an absence of 3 weeks due to a broken ankle).
- **Reduced schedule leave**: A leave schedule that changes the employee's normal work schedule for a period of time by reducing the employee's usual number of working hours per workweek or hours per day.
- **Intermittent leave**: Leave taken in separate blocks of time due to a single qualifying reason.

When an employee takes intermittent or reduced schedule leave, the shortest amount of leave that can be taken is **15** minutes.

For intermittent leave or reduced schedule leave associated with an employee's personal medical leave or caregiver leave, **the medical documentation must certify that an intermittent or reduced leave schedule can best accommodate the medical condition requiring the leave**.

Reduced schedule leave for bonding is available only with the employer's consent and only within the parameters established by the employer.

The type of leave schedule an employee may take depends upon the source of the leave entitlement, the reason for leave, and the medical documentation provided:

REASON	Federal FMLA	State FMLA	SEBAC Supplemental Leave
Personal Medical Leave (including pregnancy and organ/bone marrow donation)	Block leave Reduced Schedule leave Intermittent leave	Block leave Reduced Schedule leave Intermittent leave	Block leave only
Caregiver Leave	Block leave Reduced Schedule leave Intermittent leave	Block leave Reduced Schedule leave Intermittent leave	Block leave only
Bonding Leave	Block leave Reduced Schedule leave (*with employer's consent)*	Block leave Reduced Schedule leave *(with employer's consent)*	Block leave Reduced Schedule leave *(with employer's consent)*
Leave to process an adoption (pre-adoption)	Block leave Reduced Schedule leave Intermittent leave	Block leave Reduced Schedule leave Intermittent leave	N/A
Leave to process the placement of a foster child (pre-placement**)**	Block leave Reduced Schedule leave Intermittent leave	Block leave Reduced Schedule leave Intermittent leave	N/A
Military Caregiver Leave	Block leave Reduced Schedule leave Intermittent leave	Block leave Reduced Schedule leave Intermittent leave	N/A
Military Caregiver Leave – veteran	Block leave Reduced Schedule leave Intermittent leave	N/A	N/A
Military Qualifying Exigency	Block leave Reduced Schedule leave Intermittent leave	Block leave Reduced Schedule leave Intermittent leave	N/A

ELIGIBILITY FOR LEAVE

A state employee may be eligible for one or more of the Family and Medical Leave Entitlements.

Each of the leave entitlements listed above has different criteria for determining eligibility:

To be eligible for ***federal* FMLA**, employees must have at least 12 months of total state service (in the aggregate) and have worked at least 1,250 hours in the 12 months immediately preceding the

commencement of leave. ("Hours worked" does not include time spent on paid leave – sick, vacation, personal leave, administrative, etc. – or unpaid leave. However, overtime hours and military leave do count toward the 1,250-hour requirement.)

To be eligible for ***state* FMLA** under C.G.S. §31-51kk, employees must have been employed at least three months immediately preceding their first date of leave.

To be eligible for **SEBAC Supplemental leave**, one must be a permanent employee with the state as defined in C.G.S. §5-196(19):

- A classified state employee is "permanent" if they have completed their initial working test period.
- A state employee holding a positon in unclassified service is "permanent" once they hold such position for a period of more than six months.

For purposes of the **pregnancy disability leave** under C.G.S. §46a-60(b)(7), an "employee" means any person employed by the state, a political subdivision of the state or an entity that employs **three or more people.**

All state employees, whether the employee meets the definition of permanent employee or not, are eligible for **organ donor leave** and **bone marrow donor leave** under C.G.S. §5-248k.

AMOUNT OF LEAVE

Each of the Family and Medical Leave Entitlements provides employees with a different amount of leave.

Federal FMLA

- **Standard** leave and/or **qualifying exigency** leave:
    - An eligible employee is entitled to **a maximum of 12 weeks** of leave **in a twelve-month period**.
- **Military caregiver** leave:
    - An eligible employee is entitled to **a maximum of 26 weeks** of leave during a **single 12-month** period to care for a covered service member (including a covered veteran) who was injured while on active duty in the U.S. Armed Forces.
        - An employee can take this leave only one time per service member, per injury. During any single 12-month period, the employee's total leave entitlement is limited to a combined total of 26 weeks for all qualifying reasons under standard FMLA and military family leave.

State FMLA

- **Standard** leave and/or **qualifying exigency** leave:
    - An eligible employee is entitled to **a maximum of 12 weeks** of leave **in a twelve-month period**.
    - An employee may also be eligible for **2 additional weeks** of leave during such **twelve-month period** for a serious health condition resulting in incapacitation that occurs during a pregnancy.
- **Military caregiver** leave:
    - An eligible employee is entitled to **a maximum of 26 weeks** of leave during a **single twelve-month period**.
        - An employee can take this leave only one time per service member, per injury.
        - During any single 12-month period, the employee's total leave entitlement is limited to a combined total of 26 weeks for all qualifying reasons under standard state family/medical leave and military family leave.

SEBAC Supplemental leave

- An eligible employee is entitled to a **maximum of twenty-four (24) weeks** of leave within a **2-year period**, up to four calendar months of which may be used for bonding purposes.

Pregnancy Disability leave

- An employee may take a "reasonable" amount of leave for the disability associated with pregnancy and childbirth.
    - The amount of time that is considered "reasonable" is determined on a case-by-case basis, based upon the employee's medical condition.
    - In general, if the employee has a routine pregnancy and childbirth, with no complications, it is reasonable for an employee to need six (6) weeks of leave following a vaginal delivery or eight (8) weeks of leave following a caesarian section.

Organ Donor leave

- A state employee who donates an organ to a person for organ transplantation shall be entitled to up to **fifteen days of paid leave** *(i.e. salary continuation)* from state employment as a recovery period from such donation.
    - The "recovery period" consists of the surgery and the recovery from the surgery. It **does not** include pre-donation absences.
    - Organ Donor leave shall not result in a reduction in pay, the loss of any leave to which the employee is otherwise entitled or a loss of credit for time or service or affect the employee's rights with respect to any other employee benefits provided under federal or state law.

Bone Marrow Donor leave

- A state employee who donates bone marrow to a person for transplantation shall be entitled to up to **seven days of paid leave** *(i.e. salary continuation)* from state employment as a recovery period from such donation.
    - The "recovery period" consists of the transplantation procedure and the recovery from the procedure. It **does not** include pre-donation absences.
    - Bone Marrow Donor leave shall not result in a reduction in pay, the loss of any leave to which the employee is otherwise entitled or a loss of credit for time or service or affect the employee's rights with respect to any other employee benefits provided under federal or state law.

HOW LEAVE IS TAKEN

How the Leave Period Is Determined

The State of Connecticut uses the "**Measure Forward**" method to determine the leave period (i.e., 12 months or 24 months) for Family and Medical Leave Entitlements. Under the "Measure Forward" method, the leave period begins on the *first day* the employee takes leave under that entitlement.

Each employee may have a different leave period for each of the entitlements, depending upon whether the leaves run concurrently (i.e., at the same time).

When the Leave Starts

The Family and Medical Leave Entitlements may have different start dates even for the same illness or injury.

Federal FMLA leave, state FMLA leave, and pregnancy disability leave will start on the *first day* the employee is absent for a covered reason.

- If the employee is eligible for both federal FMLA and state FMLA and the reason for leave qualifies for both statutes, the leave will run concurrently.

- Federal FMLA leave and state FMLA leave each run concurrently with pregnancy disability leave under C.G.S. §46a-60(a)(7) and with leave provided under the state Workers' Compensation absences.
- There are special rules regarding when military caregiver leave runs concurrently with standard federal FMLA and/or state FMLA. Consult Human Resources for more information.

SEBAC Supplemental leave is **in addition to** leave taken under federal FMLA, state FMLA, pregnancy disability leave and leave provided under the state Workers' Compensation statutes.

- An employee who is eligible for one or more of these statutory leaves must exhaust the statutory leaves **before** taking SEBAC Supplemental leave.
- If the leave is for the employee's own serious health condition, the SEBAC Supplemental leave **does not start until the employee exhausts all sick leave accruals**.

Organ donor leave and bone marrow donor leave are **in addition** to federal FMLA leave, state FMLA leave, and SEBAC Supplemental leave.

- Organ donor and bone marrow donor leave is used only for the surgery/transplantation procedure and recovery.
- This leave **does not** cover pre-donation appointments. An eligible state employee may use other Family and Medical Leave Entitlements to cover such absences.
- A state employee who donates an organ or bone marrow must **exhaust the organ donor or bone marrow donor leave during the surgery/transplantation procedure and recovery period before** taking leave under federal FMLA, state FMLA or SEBAC Supplemental leave.

When the Leave Entitlement Is Shared

Family and Medical Leave Entitlements are not shared except for the following circumstance:

If married employees **both** work for the State of Connecticut and are eligible for **federal FMLA and/or state FMLA,** they will be required to share the leave entitlement (12 weeks) if the reason for the leave is one of the following:

- To bond with a child, or
- To care for a parent (federal & state) or other family member (state) who has a serious health condition.

SEBAC Supplemental Leave does **not** require spouses to share their leave entitlement. Each eligible spouse retains the full 24 weeks of leave.

When the Employee Can Take Bonding Leave

Family and Medical Leave Entitlements for bonding leave are as follows:

- Federal FMLA and state FMLA permit an eligible employee to take leave to bond with a newborn child, an adopted child or a foster child.
- SEBAC Supplemental leave is available only to bond with a newborn child or adopted child. It **does not** cover bonding with a foster child.
- Bonding leave may be taken any time within the 12-month period beginning with the date of birth, the date the child was adopted, or (under federal FMLA or state FMLA) the date of the foster care placement.
- The bonding leave must be completed no later than the end of that 12-month period.
- **If the employee is eligible for federal FMLA and/or state FMLA *and* SEBAC Supplemental leave**, the start date of the SEBAC Supplemental leave depends upon the employee's role:
    - If the employee **gave birth to the child**, SEBAC Supplemental leave for bonding begins upon the exhaustion of federal FMLA and/or state FMLA leave **and** the exhaustion of pregnancy disability leave under C.G.S. § 46a-60(b)(7), whichever ends later.
    - If the employee is the **other parent of a newborn baby** or the **adoptive parent,** SEBAC Supplemental leave for bonding begins upon the exhaustion of federal FMLA and/or state FMLA leave.

- **If the employee is eligible for *only* SEBAC Supplemental leave**, the start date of the SEBAC Supplemental leave depends upon the employee's role:
    - If the employee **gave birth to the child**, SEBAC Supplemental leave for bonding begins any time after the exhaustion of pregnancy disability leave under C.G.S. § 46a-60(b)(7), provided that the bonding leave **must** be completed no later than the end of the 12-month period beginning with the date of birth.
    - If the employee is the **other parent of a newborn baby** or the **adoptive parent,** SEBAC Supplemental leave for bonding may be taken any time within the 12-month period beginning with the date of birth or the date the child was adopted. The bonding leave **must** be completed no later than the end of that 12-month period.

ACCRUAL USAGE

An employee's use of accruals for Family and Medical Leave Entitlements depends upon the following:

- The reason for leave,
- The employee's eligibility under the various Family and Medical Leave Entitlements,
- The requirements for use of the accruals, and
- The employee's accrual selection.

If the employee is eligible for federal FMLA, state FMLA leave and/or SEBAC Supplemental leave and the reason for leave is covered by these entitlements but the employee does not have any accruals or does not meet the requirements for the use of the accruals, the employee remains entitled to take **unpaid leave**.

General Rules Regarding the Selection and Use of Accruals

- Employees must comply with applicable agency policies and/or collective bargaining agreements regarding the selection and use of accruals.
- Barring extenuating circumstances, the choice of accruals must be made **before** the employee begins the leave.
    - Any changes to accrual designation must be made through Human Resources.
    - Accrual changes will be applied prospectively.
- Except as described below regarding use of sick leave accruals for personal medical leave and paid organ donation and bone marrow donation leave, if the employee does not select accruals to be used or chooses not to use all of their accruals, **the leave will be unpaid**.
- The employee may use vacation, personal leave, compensatory time and/or sick leave for caregiver or bonding leave (if eligible) in any order.
- The employee is **not** required to use all of their vacation, personal leave, compensatory leave and/or sick leave for caregiver or bonding leave (if eligible).
- Use of vacation, personal leave, compensatory leave, and/or sick leave for caregiver or bonding leave (if eligible) does **not** extend the length of the leave entitlement.
- Once the employee has made their election of accrual usage, all of the paid time that the employee has elected to use must be spent down completely **before** the employee goes into unpaid status.
    - If an employee chooses to use all earned accruals and earns additional accruals during the leave, the employee may use the newly earned accruals immediately, with one exception.
    - **EXCEPTION:** Because the SEBAC Supplemental leave for an employee's own serious health condition cannot start until the employee's sick leave is exhausted, any sick leave accrued **after** the start of SEBAC Supplemental leave for an employee's own serious health condition **cannot be used during the SEBAC Supplemental leave.** The newly accrued sick leave is available to be used by the employee **only after they return to work**.

Specific Rules Regarding the Selection and Use of Accruals Based on the Reason for Leave

If the employee is taking **personal medical leave (including pregnancy and childbirth)**:

- The employee is **required to use all accrued sick leave** unless their respective labor contract states otherwise.
    - **EXCEPTION**: An employee cannot use sick leave accruals in order to recuperate from an illness or injury that is directly traceable to employment by an employer other than the State of Connecticut with the exception of state employees who receive workers' compensation benefits in connection with injuries incurred as a result of serving as a volunteer firefighter.
    - Under State FMLA, the employee will be allowed to retain two weeks of accrued leave if they so choose. If the employee does not have at least two weeks of accrued leave other than sick, they may retain the number of sick leave days that when combined with other non-sick accrued leave time equals two weeks.

- After the sick leave accruals are exhausted, the employee may request to use accrued vacation, personal leave, and/or compensatory leave but is **not required** to do so.

If the employee is taking **caregiver** leave:

- The employee may request to use accrued vacation, personal leave, and/or compensatory leave but is **not required** to do so.
    - If the employee is eligible for federal FMLA leave and/or state FMLA leave, the employee may request to use sick leave accruals during the federal FMLA, state FMLA and SEBAC Supplemental leave, but is **not required** to do so.
    - If the employee is not eligible for federal FMLA leave or state FMLA leave, the employee may use "sick family leave" entitlements but is **not allowed** to use any other sick leave accruals.

If the employee is taking **bonding** leave:

- The employee may request to use accrued vacation, personal leave, and/or compensatory leave but is **not required** to do so.
    - If the employee is eligible for federal FMLA leave and/or state FMLA leave, the employee may request to use sick leave accruals during the federal FMLA, state FMLA and SEBAC Supplemental leave, but is **not required** to do so.
    - If the employee is not eligible for federal FMLA leave or state FMLA leave, the employee may use their "parental leave" entitlement but is **not allowed** to use any other sick leave accruals.

If the employee is taking **organ donor** leave:

- Pursuant to C.G.S. 5-248k, the employee is entitled to 15 days of paid leave (i.e. salary continuation).
- If the employee has a medical need to be absent from work before or after the 15 days of organ donor leave, the employee **is required to** use their sick leave accruals.
- If additional absences are medically necessary after the sick leave accruals are exhausted, the employee may request to use accrued vacation, personal leave, and/or compensatory leave but is **not required** to do so.

If the employee is taking **bone marrow donor** leave:

- Pursuant to C.G.S. 5-248k, the employee is entitled to 7 days of paid leave (i.e. salary continuation).
- If the employee has a medical need to be absent from work before or after the 7 days of bone marrow donor leave, the employee **is required to** use their sick leave accruals.
- If additional absences are medically necessary after the sick leave accruals are exhausted, the employee may request to use accrued vacation, personal leave, and/or compensatory leave but is **not required** to do so.

If the employee is taking **military family (military caregiver or qualifying exigency)** leave under federal FMLA and/or state FMLA:

- The employee may request to use accrued vacation, personal leave, and/or compensatory leave but is **not required** to do so.
- If the employee is taking care of the employee's spouse, son, daughter or parent, the employee may use their "sick family leave" entitlement but is **not allowed** to use any other sick leave accruals.

Reminder: There is **no** SEBAC Supplemental leave for Military Family leave reasons.

NOTICE REQUIREMENTS

Family and Medical Leave Entitlements have notice requirements.

Where the employee has advance notice of the need for leave (i.e., an anticipated birth, adoption or surgery), the request for leave and required documentation should be **submitted to Human Resources at least 30 days in advance**, using approximate dates if definite ones are not yet available.

An employee who needs to take organ donor or bone marrow donor leave must provide **at least seven days' advance notice** when practicable.

Where there is no forewarning (i.e., major unexpected illness or injury), the request for leave and required documentation should be submitted to Human Resources as soon as the employee becomes aware that they are to be absent for a family and medical leave-qualifying reason. Failure to provide the required documentation may result in a disapproval of the leave or a delay in its commencement.

Employees must sign a statement confirming their intent to return to work immediately following the leave. This signed statement must be returned to Human Resources before the leave begins, absent extenuating circumstances. Failure to return to work at the end of the leave period may be treated as a resignation unless an extension of the employee's absence has been agreed to and approved in writing by Human Resources.

DOCUMENTATION REQUIREMENTS

The specific documentation required for Family and Medical Leave Entitlements depends on the reason for the leave:

Standard Family & Medical Leave

* **Form P-33A-Employee** – Medical certificate to be completed when the leave is for the employee's own illness, including the disability period related to the employee's pregnancy and childbirth and organ and bone marrow donation.
* **Form P-33B-Caregiver** – Medical certificate to be completed when the leave is to care for the employee's child, spouse, parent or *(state FMLA only)* other family member with a serious health condition/serious illness.
* The employee may also be required to produce documentation demonstrating the required relationship between the employee and the employee's family member.
* In the case of the placement of a foster child, the employee must provide a letter from the state confirming the placement date *(federal and state FMLA only)*.
* In the case of adoption, the employee must provide a letter from the adoption agency confirming the date of the adoption.

Military Family Leave

* **DOL-WH384** - Certification of Qualifying Exigency for Military Family Leave *(federal and state FMLA)*
* **DOL-WH385** - Certification for Serious Injury or Illness of Current Service member for Military Family Leave *(federal and state FMLA)*
* **DOL-WH385-V** – Certification for Serious Injury or Illness of Veteran for Military Caregiver Leave (*federal FMLA only*)
* The employee may also be required to produce documentation demonstrating the required relationship between the employee and the service member.

BENEFIT CONTINUATION

The use of Family and Medical Leave Entitlements will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

During periods of family and medical leave, the employee will continue to receive the same insurance benefits as if the employee is actually working, regardless of whether the leave is paid or unpaid.

The State of Connecticut will continue the employee's health insurance coverage while the employee is on leave. The State will continue to pay the same portion of the employee's individual and/or dependent insurance coverage as it did before the employee went on leave. The employee must continue to pay any share of the group health plan premiums that they had paid prior to taking leave.

If employee is on unpaid leave, the employee will be billed directly for the portion of the cost that was previously withheld from their paycheck for that purpose.

If the employee has state-sponsored group life insurance, the employee will be billed directly for the same amount they contributed prior to the leave.

If the employee has dependent health coverage but wishes to change to individual health coverage, the employee must contact their agency's Payroll Unit for forms to cancel dependent coverage as soon as possible.

If the employee does not return to work immediately following the leave for reasons other than a substantiated health condition or another good reason beyond their control, the agency may charge the employee retroactively for its portion of the cost of the health insurance during the unpaid leave.

In the case of any other deductions being made from the employee's paycheck (e.g. disability insurance, life insurance, deferred compensation, credit union loans), the employee must deal directly with the appropriate vendor to discuss payment options.

RETURN TO WORK

At the conclusion of Family and Medical Leave Entitlement(s), employees (with limited exceptions) return to the same position or to an equivalent position with equivalent pay, benefits and working conditions. In the majority of cases, employees will be returned to the position they occupied prior to the leave. If this is not possible, the agency will notify them of their new position prior to their return from leave.

In cases involving the serious health condition of an employee, the employee will be required to provide a fitness-for-duty report from their medical provider certifying that the employee is able to return to work. This requirement protects the employee, co-workers and the public from the negative consequences that can result when an individual returns to work before being medically ready to do so. Therefore, employees who are notified of the need for a fitness-for-duty certification will not be allowed to return to

work without it. Failure to submit the fitness-for-duty certification within the defined period of time set by Human Resources may result in disciplinary action up to and including dismissal.

Upon the employee's return from the leave, the service time the employee accrued up to the beginning of the leave is restored for longevity and seniority purposes. Some bargaining unit contracts also provide for service credit for the time spent on leave.

Employees should consult their union contracts for further information about longevity and seniority.

Consult the Comptroller's Office for further information about retirement credit.

UNLAWFUL ACTS

It is unlawful for any employer to:

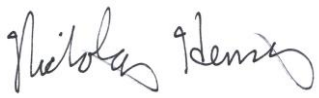
- Interfere with, restrain, or deny the exercise of any right provided under federal or state FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by federal or state FMLA or for involvement in any proceeding under or relating to federal or state FMLA.

The U.S. Department of Labor is authorized to investigate and resolve complaints of violations regarding the federal FMLA. The State of Connecticut Department of Labor is authorized to investigate and resolve complaints of violations regarding the state FMLA.

Complaints regarding Family and Medical Leave Entitlements may be directed to Human Resources or to the employee's union.

MORE INFORMATION

Employees who have additional questions regarding Family and Medical Leave Entitlements may contact Human Resources.



December 23, 2021

Nicholas Hermes, Deputy Commissioner
Department of Administrative Services

Date

APPENDIX A: FAMILY & MEDICAL LEAVE ENTITLEMENTS - TERMS

It is important to be aware that the definitions of certain words may differ from each other, depending on whether one is referring to state law or federal law, as well as whether the words are used in the context of standard leave or military family leave.

If state statutes or regulations do not specifically define a term, the State of Connecticut **adopts** the federal definition.

Standard Leave

"**Child, son or daughter**" (Federal FMLA)

- A biological, adopted or foster child, stepchild, child of a person standing in "loco parentis," or a child of whom a person has legal guardianship or custody; AND
- Who is under age 18 years or is 18 or older and incapable of self-care because of a mental or physical disability as defined by the ADA.

"Child, son or daughter" (State FMLA)

- A biological, adopted or foster child, stepchild, legal ward, or, in the alternative, a child of a person standing in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was a child.
- May be of any age.

"**Parent**" means a biological, adopted or foster parent, stepparent, person standing in "loco parentis" of a child or a person who has legal guardianship or custody of a child.

"**Parent-in-law**" means the parent of the employee's spouse.

"**Spouse**" means the person to whom the employee is married, including same sex marriages.

"Family member" means a spouse, sibling, son or daughter, grandparent, grandchild or parent, or an individual related to the employee by blood or affinity whose close association (significant bond) the employee shows to be the equivalent of those family relationships.

"Grandchild" means a grandchild related to a person by (A) blood, (B) marriage, (C) adoption by a child of the grandparent, or (D) foster care by a child of the grandparent.

"Grandparent" means a grandparent related to a person by (A) blood, (B) marriage, (C) adoption of a minor child by a child of the grandparent, or (D) foster care by a child of the grandparent.

"Sibling" means a biological brother or sister, half-brother or half-sister, stepbrother or stepsister, adopted brother or sister, foster brother or sister, brother-in-law or sister-in-law of the eligible employee or employee's spouse.

"**Serious health condition**" means an illness, injury, impairment or physical or mental condition that involves one or more of the following:

- Inpatient care:
  - Overnight stay in a hospital, hospice, or residential medical care facility, and
  - Includes any period of incapacity or subsequent treatment in connection with or consequent to inpatient care.
- Incapacity and treatment:
  - A period of incapacity of **more than three** consecutive full calendar days, **and**
  - Any subsequent treatment or period of incapacity relating to the same condition, that also involves:

    - Treatment two or more times **within 30 days** of the first day of incapacity, unless extenuating circumstances exist, **or**
    - Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
  - The first (or only) in-person treatment visit must take place **within seven (7) days** of the first day of incapacity.
  - "Treatment" means an in-person visit to a health care provider.
- Incapacity due to pregnancy, including prenatal care;
- Incapacity due to chronic conditions requiring treatments (e.g., Asthma, diabetes, epilepsy);
- Incapacity due to permanent long-term conditions (e.g., Alzheimer's, a severe stroke, terminal states of a disease); or
- Absence to receive multiple treatments for a condition that would likely result in incapacity of more than three days if left untreated (e.g., physical therapy, chemotherapy, dialysis, etc.).

➢ **Note:** Common cold, flu, earaches, upset stomach, routine dental work, and cosmetic treatments are generally not considered serious illnesses or serious health conditions.

Military Family Leave

"**Child**" means:

- A biological, adopted or foster child, stepchild, child of a person standing in "loco parentis," or a child of whom a person has legal guardianship or custody.
- *For purposes of caring for a son or daughter under state and/or federal military caregiver leave, there is no age restriction.*

"**Covered active duty**" means:

- *In the case of a member of a regular component of the Armed Forces*: Duty during the deployment of the member with the Armed Forces to a foreign country;
- *In the case of a member of a reserve component of the Armed Forces*: Duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

"**Covered service member**" *(state military family leave)* means:

- A current member of the United States Army, Navy, Marine Corps, Coast Guard and Air Force or any reserve component thereof, including the Connecticut National Guard performing duty as provided in Title 32 of the United States Code.
- *State military family leave does not cover veterans.*

"**Covered service member**" *(federal military family leave)* means:

- A current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; **or**
- A "covered veteran."

"Covered veteran" *(federal military family leave only)* means:

- A veteran who is undergoing treatment, recuperation or therapy for a "serious injury or illness" as defined by the Department of Labor and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

"**Next of kin**" means:

- The service member's nearest blood relative, other than the covered service member's spouse, parent, son or daughter, in the following order of priority:
    - A blood relative who the covered service member has specifically designated in writing as their nearest blood relative for purposes of military caregiver leave; or (State FMLA only) any other individual whose close association with the employee is the equivalent of a family member
    - Blood relatives who have been granted legal custody of the service member by court decree or statutory provisions,
    - Brothers and sisters,
    - Grandparents,
    - Aunts and uncles, and
    - First cousins.

"**Serious injury or illness**" - **current member of the Armed Forces** means:

- An injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.

"**Serious injury or illness**" - **veteran** *(federal military family leave only)* means:

- An injury or illness that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and that manifested itself before or after the member became a veteran, **and**
- Is :
    - A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
    - A physical or mental condition for which the covered veteran has received a VA Service-Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; or
    - A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or
    - An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

APPENDIX B: HOW TO APPLY FOR FAMILY AND MEDICAL LEAVE ENTITLEMENTS

1. What advance notice must I provide?

When the leave is foreseeable (such as an anticipated birth, adoption or surgery), you must notify Human Resources at least **30 days in advance**, using approximate dates if definite ones are not yet available.

When there is no forewarning (such as a major unexpected illness), you must notify Human Resources **as soon as you become aware** that you are to be absent for a family and medical leave-qualifying reason.

If you fail to provide the required notice, your request may be denied completely, or the commencement of the family and medical leave may be delayed.

2. How do I apply for family and medical leave?

You may request family and medical leave either verbally or in writing.

In order for Human Resources to process your request, however, you must complete the **Form FMLA-HR1**, **"Employee Request for Leave of Absence."** This form is available from Human Resources and from the state government website, ct.gov. The completed form must be returned to Human Resources.

After receiving your request, Human Resources will provide you with **Form FMLA-HR2a, "Notice of Eligibility and Rights and Responsibilities"**.

This form does not constitute an approval of your request; it simply notifies you whether you meet the eligibility requirements under the state and federal laws. At that time, Human Resources will also notify you what documentation you need to provide in order for it to make a determination regarding your leave request.

3. What documentation do I need to submit in support of my request for leave?

You must provide Human Resources with enough information for it to determine whether federal law, state law, and/or state policy cover the leave requested. Failure to provide the needed documentation may result in a disapproval of the leave or a delay in its commencement. The specific documentation required depends on the reason for the leave:

Standard Family & Medical Leave

- **Form P-33A-Employee** – Medical certificate to be completed when the leave is for your own illness, including the disability portion of maternity leave, and organ or bone marrow donation.
- **Form P-33B-Caregiver** – Medical certificate to be completed when you request leave to care for a child, spouse, parent, *(state FMLA only)* parent-in-law or other family member with a serious health condition/serious illness.
- You may also be required to produce documentation demonstrating the required relationship between you and your family member.
- In the case of the placement of a foster child, you must provide a letter from the state confirming the placement date *(federal and state FMLA only).*
- In the case of adoption, you must provide a letter from the adoption agency confirming the date of the adoption.

Military Family Leave

- **DOL-WH384** - Certification of Qualifying Exigency for Military Family Leave *(federal and state FMLA)*

- **DOL-WH385** - Certification for Serious Injury or Illness of Current Service member for Military Family Leave *(federal and state FMLA)*
- **DOL-WH385-V** – Certification for Serious Injury or Illness of Veteran for Military Caregiver Leave (*federal FMLA only*)
- You may also be required to produce documentation demonstrating the required relationship between you and the service member.

4. When do I need to submit this documentation?

You must submit the completed **medical certificate or military family documentation** to Human Resources no later than **fifteen calendar days** after receiving the "Notice of Eligibility and Rights and Responsibilities" (Form FMLA-HR2a) or demonstrate that you made diligent good faith efforts to do so.

You must submit the documentation regarding the **placement of a foster child** or **adoption** to Human Resources **as soon as practicable** and, in all cases, before the leave commences.

5. What happens if the medical certificate or military family documentation is incomplete or insufficient?

If the medical certificate or military family documentation is incomplete or insufficient, Human Resources will notify you in writing of the deficiencies and you will have **seven calendar days** to cure the deficiencies. If it is not possible for you to submit a complete and sufficient medical certificate or military family documentation within the seven calendar days, you must demonstrate that you made diligent good faith efforts to do so. **Failure to provide complete and sufficient documentation may lead to the denial of your leave request.**

After receiving your completed medical certificate, Human Resources has the right to authenticate or receive clarification regarding the certificate. If the validity of the medical certification is in doubt, your agency can require a second opinion with a health care provider of its choice at its own expense. If the two opinions conflict, the agency may pay for a third opinion. The third opinion will be final and binding.

The rules for military caregiver leave are slightly different. Human Resources has the right to authenticate or receive clarification regarding the certificate but second and third opinions are not permitted if the medical provider is from the Department of Defense ("DOD"), the Department of Veterans' Affairs or a DOD Tricare authorized provider.

6. How will I know if my leave request has been approved?

Human Resources will send you a **Form FMLA-HR2b** "**Designation Notice**," which serves as an official notice of how your leave has been designated.

7. What do I need to do after my leave has been approved?

You must follow your agency's standard call-in policies even if you are approved to take family and medical leave.

When you notify your agency that you will be absent, you must specifically state that your absence is connected to your approved family and medical leave. **Calling in "sick" without providing more information is not sufficient notice to trigger the employer's obligation under the family/medical leave act.**

In particular, if you have been approved to take leave on an intermittent basis, **you must explicitly notify** your agency **each time** that you are absent for a family and medical leave reason.

If you are responsible for entering your own time and attendance coding, Human Resources will provide you with the appropriate CORE-CT codes to use. **(Form FMLA-HR2c "CORE CT Coding").**

8. Do I need to provide notification that I intend to return to work after my leave expires?

Yes. Before you commence your leave, you are required to sign a statement confirming your intent to return to work immediately following the leave. **(Form FMLA-HR3 "Intent to Return to Work").** You must sign this form and return it to Human Resources **before** you commence your leave.

During your leave, you may be required to furnish periodic reports of your status. Failure to return to work at the end of the leave period may be treated as a resignation unless an extension has been agreed upon and approved in writing by Human Resources. Regardless of the total length of your leave of absence, the portion of the leave that is covered by federal and/or state leave shall not exceed the benefit provided under federal or state law.

9. Will I be required to provide a fitness-for-duty report?

If your case involves your own serious health condition, you may be required to produce a fitness-for-duty report on which the physician has certified that you are able to return to work. This requirement protects you, your co-workers and the public from the negative consequences that can result when an individual returns to work before being medically ready to do so.

If you are required to provide a fitness-for-duty report, it will be indicated on the **Form FMLA-HR2b "Designation Notice." The fitness-for-duty certification must be provided to Human Resources.** If you are notified of the need for a fitness-for-duty certification, you will not be allowed to return to work without it.

10. More Information

If you have additional questions, please contact Human Resources.

APPENDIX C: FAMILY AND MEDICAL LEAVE ENTITLEMENTS - FORMS

The following forms are used in administering family and medical leave entitlements:

- **FMLA-HR1**: Employee Request for Leave
- **FMLA-HR2a**: Notice of Eligibility and Rights and Responsibilities
- **FMLA-HR2b**: Designation Notice
- **FMLA-HR2c**: Core-CT Coding Form
- **FMLA-HR3**: Statement of Intent to Return to Work
- **FMLA-HR4** - Statement of Qualifying Family Relationship
- **P-33A**: Employee Medical Certification Form
- **P-33B**: Caregiver Medical Certification Form
- **DOL-WH384**: Certification for Qualifying Exigency for Military Family Leave
- **DOL-WH385**: Certification for Serious Injury or Illness of a Current Servicemember for Military Family Leave
- **DOL-WH385-V:** Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave (*Federal only*)