

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

STATE OF CONNECTICUT

AND

THE AMERICAN FEDERATION OF TEACHERS – CONNECTICUT

**ASSISTANT ATTORNEYS GENERAL & ASSISTANT ATTORNEYS
GENERAL DEPARTMENT HEAD BARGAINING UNITS**

**November 16, 2016 to June 30, 2021 (Assistant Attorneys General)
November 3, 2017 to June 30, 2021 (Assistant Attorneys General Department
Heads)**

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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.”

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

Section One. Union Membership: All employees in the bargaining unit may become and remain members of the Union in good standing in accordance with the Constitution and by-laws of the Union during the terms of this Agreement or extension thereof.

Section Two. Union dues and/or assessments shall be deducted by the Employer biweekly from the paycheck of each employee who signs and remits to the State an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance. If a change in salary causes a change in the amount of dues or assessment, which should be withheld, the change in dues or assessment shall be made simultaneously with any change in salary.

Section Three. 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 Four. 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 Five. 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 Six. No other organizations shall be entitled to deduction of its dues from the payroll.

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 based 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 (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.

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.

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) There shall be no general wage increase paid to any bargaining unit AAG for the 2016-2017 fiscal year, the 2017-2018 fiscal year, or the 2018-2019 fiscal year.
- (b) Effective with the pay period that includes July 1, 2019, the base annual salary for all bargaining unit AAGs shall be increased by three and one-half percent (3.5%).
- (c) Effective with the pay period that includes July 1, 2020, the base annual salary for all bargaining unit AAGs shall be increased by three and one-half percent (3.5%).

Section Two. There shall be a \$2,000 one-time payment to all bargaining unit members effective July 1 following legislative approval. The one-time payment amount shall be pro-rated for part-time bargaining unit members.

Section Three. There shall be three (3) furlough days served in the fiscal year following legislative approval. Each bargaining unit member shall take three furlough days (the equivalent of three days pay). Furlough days shall be taken on days the employee is normally scheduled to work. Reduction in pay to reflect the three furlough days shall be divided over the pay periods of that fiscal year. Employees may take furlough days in half-day (4 hours) or full-day (8 hours) increments. Use of furlough days must be requested in advance and approved by management. Appropriate adjustment shall be made for employees who leave during that fiscal year, taking into account the pro-rata relationship between the actual amount of pay adjusted and the percentage of the fiscal year during which the employee worked.

Section Four. In accordance with the SEBAC 2017 Agreement regarding job security, from July 1, 2017 through June 30, 2021, there shall be no loss of employment for bargaining unit members hired prior to July 1, 2017.

Section Five. Annual Increments.

- (a) Effective January 1, 2020, bargaining unit members shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2019-2020, 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.
- (b) Effective January 1, 2021, bargaining unit members shall receive an increment of two percent (2.0%) movement within salary range in fiscal year 2020-2021, 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.

Section Six. Department Head Stipend.

- (a) Effective with the pay period that includes July 1, 2019, AAG Department Heads shall receive a stipend for fiscal year 2019-2020 in the amount of six thousand dollars (\$6,000).

(b) Effective with the pay period that includes July 1, 2020, AAG Department Heads shall receive a stipend for fiscal year 2020-2021 in the amount of twelve thousand dollars (\$12,000).

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 120 days. The maximum accrual for AAGs hired after April 1, 2018 shall be 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 full-time 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. The fund is established through contributions of hours from the AAGs. Effective on the first day of the payroll period following legislative approval of this contract, each full-time AAG who has accrued at least eighty (80) hours of sick leave shall contribute eight (8) hours toward the sick leave bank. Said contribution shall be deducted from their individual sick leave balance on such date. There shall be no substitution of or other credit for any contributions an AAG previously made to the managerial sick leave bank.

If at any time the bank should be depleted, each eligible employee shall be assessed one day from his/her accrued sick leave.

Section Four. Administration of the Program. An eligible AAG requesting use of emergency sick leave may make application on the prescribed form to a labor-management committee established to administer the program. Said Committee shall be comprised of two (2) members; one (1) from the Employer and one (1) from the Union. 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.

The actions or non-actions of the Committee shall in no way be subject to collateral attack or subject to the grievance-arbitration process. 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. The parties agree to continue to share in the administration of the bank. This Article supersedes Regulations 5-247-5 and 5-247-6.

Section Five. 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 November 16, 2016 for Assistant Attorneys Generals and on November 3, 2017 for Assistant Attorneys General Department Heads and shall expire on June 30, 2021.

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.

APPENDIX A – ARBITRATION PROTOCOL

1. The parties will meet monthly to discuss all grievances on which arbitration is demanded. The purposes of such meeting are: (a) to categorize grievances in accordance with this agreement; (b) to schedule grievances for hearing dates in accordance to this agreement; and (c) 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 at least eight (8) dates per year on a rolling basis at least 90 days in advance. The intention is to use all those dates if possible unless no matters are pending. The further intention of the processes set forth in this agreement is to eliminate if possible, and if not to minimize, the number of paid arbitration days which are not used by the parties as a result of settlements occurring within the cancellation penalty period.
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. In addition, each party may choose up to three (3) matters per year to be given prime or expedited priority regardless of their category or nature. Finally, certain matters will be assigned to the “fill-in” category at the parties’ monthly meeting. The priorities are from 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.] These matters will be assigned by the parties to the “fill-in list” which will be used to cover arbitration dates available from late settlements, or because there are no higher priority matters.
 - 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.]
 - d. Matters which either party has assigned high priority status (limit of 3 per party per contract year).
4. At the time of assignment of category, 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 6 months. May be extended up to one year. If a temporary employee is retained greater than 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 year.

Status: A temporary employee shall become durational after 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 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 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 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 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 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 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.

APPENDIX C – SUPERSEDEDENCE APPENDIX

NEW PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
Union Security and payroll deductions	Article 6	C.G.S. § 5-260
Personnel Records	Article 7	C.G.S. § 31-128a (4)
Service Ratings	Article 8	C.G.S. § 5-237 Reg. § 5-237-1
Seniority	Article 9	C.G.S. § 5-196(24)
Order of Layoff/Reemployment	Article 10	C.G.S. § 5-241 Reg. § 5-241-2
Grievance Procedure	Article 11	C.G.S. §§ 5-201, 5-202, 5-271(e) Reg. §§ 5-201-10 through 5-201-16
Grievance meetings are closed to the public and press	Article 11 Section 11	C.G.S. §§ 1-200 et seq., 1-225
Discipline	Article 12	C.G.S. § 5-240 Reg. §§ 5-240-1a, 5-240-2a, 5-240-3a, 5-240-4a, 5-240-5a, 5-240-7a, 5-240-8a
3.5% General Wage Increases 7/1/19 & 7/1/20	Article 13 Section 1	C.G.S. §§ 5-200(k), 5-200(m)
\$2,000 lump sum payment for all employees	Article 13 Section 2	C.G.S. §§ 5-200(k), 5-200(m)
Furlough days	Article 13 Section 3	C.G.S. § 5-248c Reg. § 5-248c-2
Job Security 7/1/17 to 6/30/21	Article 13 Section 4	C.G.S. § 5-241 Reg. § 5-241-2
Annual Increments	Article 13 Section 5	C.G.S. §§ 5-200(k), 5-200(m)
Department Head Stipend	Article 13 Section 6	C.G.S. §§ 5-200(k), 5-200(m)
Vacation Leave and Accruals	Article 14	C.G.S. § 5-250 Reg. §§ 5-250-1, 5-250-2
Sick Leave Bank	Article 15	C.G.S. § 5-247 Reg. §§ 5-247-5, 5-247-6
Arbitration Protocol	Appendix A	C.G.S. §§ 5-201, 5-202 Reg. § 5-201-16
Durational/Temporary Employees	Appendix B	C.G.S. §§ 5-196 (18), (19), (20), (25)
Inclement Weather	Appendix B	C.G.S. § 5-245 Reg. § 5-238-5
Telework	Appendix B	C.G.S. § 5-248i

FOR THE STATE:




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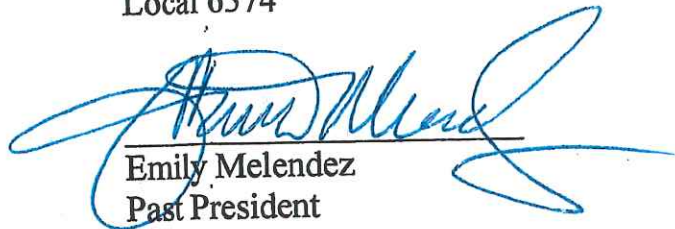


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