REP. WALKER (93RD): Good afternoon everybody, good afternoon. I would like to welcome everybody to the first Appropriations hearing I think we've had since the new members. I think we've had meetings but we didn't have any public hearings and I'm very excited to start this year off. I'll ask my Ranking Members if you have any comments?

SENATOR FORMICA (20TH): Thank you Madam Chair. No, it's just a pleasant afternoon to you and everyone.
REP. WALKER (93RD): Thank you, thank you. All right, with that we can start our agenda. First we have, let's see I think we have, I have a list here just a second. Let me find my -- where's my -- Oh, there it is, okay. First we have -- as usual I'm being managed by the Administrator and she does such a good job. Thank you. Okay. First we have Summit Resolution No. 10, House Resolution No. 11, RESOLUTION PROPOSING THE APPROVAL OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DIVISION OF THE PUBLIC DEFENDER SERVICES AND THE PUBLIC DEFENDER ATTORNEYS AND SUPERVISING ATTORNEYS FOR LOCAL 381, AFSCME COUNCIL 4, AFL-CIO.

And the first person up we have is Christine Rapillo. I ask everybody to make sure that the red light is on when you speak and please everyone make sure that you give your name and your affiliation. Just one second. Am I supposed to talk about the hearing room and the doors where we're supposed to -- okay.

Oh yes. In case of safety I would like to locate -- make sure you note where the exit rooms are. There are two exit rooms on opposite sides of the room. The two doors go through them which extend to the rooms to the emergency exits as marked with exit signs. In the event of an emergency please walk quickly to the nearest exit. After exiting the room proceed to the main stairs, follow the stair signs down the far stairs. Please quickly exit the building and follow any instructions from the Capital Police. Thank you. Good afternoon, ma'am.

CHRISTINE ROPILLO: Good afternoon, Representative Walker, Senator Formica and members of the Appropriations Committee. I'm Christine Ropillo,
the Chief Public Defender for the State of Connecticut. With me is Diane Fitzpatrick, our Director of Human Resources. Ms. Fitzpatrick is responsible for all the human resource functions of our division and was the Chief Negotiator for the Collective Bargaining Agreement before you today.

In the fall of 2016 the Assistant Public Defenders and Supervising Public Defenders in our agency petitioned the State Board of Labor Relations to form a Bargaining Unit. After an election this petition was granted and we began the process of negotiating an initial contract. As you are aware during this time SEBAC 2017 was also being negotiated. Parties came to an agreement on the Collective Bargaining Agreement and it was ratified by both parties in late fall 2018.

Let's take an opportunity to provide you with a brief summary of this agreement. It's also in the written testimony that we have submitted. This Collective Bargaining Agreement incorporates the existing work rules, practices and policies of the division. The unit has 23 supervisors and 162 Assistant Public Defenders. The cost of the Collective Bargaining Agreement is consistent with the terms of SEBAC 2017. And just a few highlights.

For fiscal year 17-18 even though we were in negotiations this group served a three day furlough, which is a testament both to the members and us being able to work together. For fiscal 19-20 a one-time lump sum payment of $2000 or top step lump plus $1000 is part of the agreement. And pursuant to SEBAC there's general wage increases for 19-20 and 20-21 of 3.5 percent. The remaining terms of SEBAC including healthcare coverage premiums,
retirement contributions and pension changes will impact this newly-formed bargaining unit. And the bargaining agreement continues longevity prior to unionizing, this group's compensation has been covered by our enabling statutes which gives us parity with the prosecutors so this lines up with what the criminal justice attorneys also receive. So that is a brief summary. I know that the bargaining agreement has been provided to everyone, and I'm happy to take any questions.

REP. WALKER (93RD): Thank you. Thank you for that for that overview. Would you like to make a statement or are you just going -- you're just doing backup? Okay. (Laughing)

CHRISTINE ROPILLO: She'll probably be answering the questions.

REP. WALKER (93RD): Okay. I'm glad. Can you just state that again? The prosecutors already have this agreement in place currently?

CHRISTINE ROPILLO: So the prosecutors have actually been unionized by way of an association for a number of years. When the Public Defenders Division was created in the 1970s, in order to make it fair and ensure that the Constitutional obligation to providing good counsel to indigent accused was upheld. In the status was written that we would have salary parity with prosecutors, so this maintains that.

REP. WALKER (93RD): And so they -- so all the steps that are in here currently that we reviewed are all steps that have already been applied to the prosecutors currently?
CHRISTINE ROPILLO: That's my understanding because they were already unionized, so whatever was in SEBAC has already been applied to them because they have a currently existing union.


SENATOR FORMICA (20TH): Thank you very much Madam Chair. Good afternoon.

CHRISTINE ROPILLO: Good afternoon, Senator.

SENATOR FORMICA (20TH): Both of you. Thank you for coming and for preparing. I had a few questions on the process and you said, I believe the fall of 2018 was when the agreements were agreed to?

CHRISTINE ROPILLO: They were ratified in (cross talking).


CHRISTINE ROPILLO: Yes.

SENATOR FORMICA (20TH): And were the -- there are about roughly 183 new members to this who had not been union members before?

CHRISTINE ROPILLO: That's correct.

SENATOR FORMICA (20TH): And was -- was this union in existence before?

CHRISTINE ROPILLO: No, sir.

SENATOR FORMICA (20TH): So this is a brand-new union with brand-new members?

CHRISTINE ROPILLO: That's correct.

SENATOR FORMICA (20TH): And we're voting on it for the first time today?
CHRISTINE ROPILLO: Yes. It's an initial contract, that's correct.

SENATOR FORMICA (20TH): Thank you. Now there are also another roughly 180 folks that are in the department and division or in the agency; which is the correct term I should use for you? The agency probably?

CHRISTINE ROPILLO: Agency.

SENATOR FORMICA (20TH): Okay. Thank you. That are not in this contract?

CHRISTINE ROPILLO: They are not in this contract. There are other union members that are part of our division but they are not part of this contract.

SENATOR FORMICA (20TH): And are there other employees that are non-union?

CHRISTINE ROPILLO: Yes.

SENATOR FORMICA (20TH): And are they considering moving forward -- are there negotiations currently now with them too? And why would they not be in this contract?

CHRISTINE ROPILLO: So I'm not aware of any organizing efforts with relation to our other employees. Some of them are exempt employees who work in the management office so -- so as I said, I'm not aware of any other organizing efforts. This is an Attorneys Union so this covers really all attorneys who are not managing attorneys. When they organized there was a discussion about who was management and who was not. That was part of the initial negotiations. So this would cover I think all of the eligible attorneys in the division.
SENATOR FORMICA (20TH): All right, thank you for that. And then you spoke about following the terms of the SEBAC Agreement, which goes back, I think we're in year four of those terms now, right? The first two years there was no raise in the SEBAC Agreement and then the cash payment of $2000. When -- when was that -- when will that be paid to this? Retroactively for 2 --

CHRISTINE ROPILLO: Once -- yes, yes. We -- once the contract is approved by the legislature, then we'll go forward with those payments.

SENATOR FORMICA (20TH): And that was a payment that was reflective of 2018 payment in the SEBAC Agreement; am I correct?

DIANE FITZPATRICK: July 1, 2018.

REP. WALKER (93RD): You need to identify yourself, ma'am.

DIANE FITZPATRICK: I'm sorry. Diane Fitzpatrick, Director of Human Resources. That payment was made 7/1/2018 for the contracts that were already in place.

SENATOR FORMICA (20TH): For those -- for those members who were -- for those employees who were members of the union, July 1, 2018? They received that $2000?

DIANE FITZPATRICK: Right. The ones that had previously approved contracts through the legislature.

SENATOR FORMICA (20TH): And even though this was not ratified until November of 2018 the agreement that was made was that they would benefit by that $2000 payment?
DIANE FITZPATRICK: Right. They were certified to organize prior to that date and the SEBAC 2017 negotiations. They were part of the negotiations for SEBAC 2017 and this bargaining unit I believe ratified -- were part of the ratification of the SEBAC Agreement in 2017.

SENATOR FORMICA (20TH): Okay. And I think you may have mentioned the date that they were certified to organize. Was that in -- did you mention that in your opening statement and if so --

DIANE FITZPATRICK: 2016.


REP. WALKER (93RD): I just want to correct something. You said we're in year four of the SEBAC Agreement, we're in year two.

SENATOR FORMICA (20TH): We're in year --

REP. WALKER (93RD): This was 2019.

SENATOR FORMICA (20TH): We're in benefit four then. Maybe that's -- are we -- didn't we have two years of zero, then a $2000 cash and now we're talking about a 3.5 percent increase in the upcoming fiscal year?

REP. WALKER (93RD): I believe -- I'm going to--

DIANE FITZPATRICK: That's a -- I think we're approaching the third year.

REP. WALKER (93RD): Third year, yes.

DIANE FITZPATRICK: Of the SEBAC 17.

SENATOR FORMICA (20TH): So I may have misspoke to that but in my mind I was trying to figure the zero, then the zero, then the $2000, then the 3.5. That's
what I got on year four, so it was year four of benefits, that's what I meant to say so.

REP. WALKER (93RD): No, I don't believe--

SENATOR FORMICA (20TH): Am I saying that wrong?

REP. WALKER (93RD): Yeah, I don't think it's --

SENATOR FORMICA (20TH): Let me ask this question. When does the 3.5 percent increase plus a step, when does that begin to take place in the -- in the --

DIANE FITZPATRICK: This July.

SENATOR FORMICA (20TH): This budget?

DIANE FITZPATRICK: This July 2019.

SENATOR FORMICA (20TH): So we're considering this contract for the budget that we will be talking about I imagine at some point in this session?

DIANE FITZPATRICK: Yes, yes.

SENATOR FORMICA (20TH): So that's really what I meant. So I apologize for being unclear on that. So we will be talking about that. Thank you.

REP. WALKER (93RD): Any other questions, sir?

SENATOR FORMICA (20TH): I do but if you would like to go to somebody else, I'm happy to come back.

REP. WALKER (93RD): No, go right ahead.

SENATOR FORMICA (20TH): Thank you so much. Could you speak a little bit as to the Janis Provisions as they relate to this contract in your, please?

REP. WALKER (93RD): Excuse me, would you just -- would you just state what the Janis Provision is for us?
DIANE FITZPATRICK: The Janis Provision is the Supreme Court ruling regarding agency fees for bargaining units and that language was taken out of this contract regarding the requirements or paying agency fees. And it -- the language is consistent with what the Executive Branch Agencies were incorporating.

CHRISTINE ROPILLO: So we've made the contract compliant with Janis.

SENATOR FORMICA (20TH): Okay. Can you talk a little bit about the deductions that it speaks to in there? There is a -- there is a section that speaks to the Janis Agreement in there and it talks about agency fees.

DIANE FITZPATRICK: Right. They would -- if someone --

REP. WALKER (93RD): Could you -- would you tell us what page you're talking about first, please? In the agreement.

DIANE FITZPATRICK: I think it's page 4.

REP. WALKER (93RD): It's page 4 in the agreement? I just want to make sure that we're -- the Senator is talking about page 4.

SENATOR FORMICA (20TH): In Section III, Article 5.

REP. WALKER (93RD): Does anybody know what page that is?

UNKNOWN: It's on page 4.

REP. WALKER (93RD): Page 4, thank you. Go right ahead.
DIANE FITZPATRICK: That's only if they have elected to become a member of the union. If they've elected not to be a member of the union they wouldn't have to pay the agency fees.

SENATOR FORMICA (20TH): Okay, so --

DIANE FITZPATRICK: If they elected -- if they elected to be a member of the union they would have member dues taken out. But if they say I don't want to be a member of the union nothing gets taken out.

SENATOR FORMICA (20TH): And that's offered to them, some kind of card, something they sign a piece of paper that says I elect to be a member of the union or I elect not to be a member of the union. If they're not -- I'll finish my question and then you can help me understand, which I think I need. So, if they're not members of the union then there is no payment due at all, nor agency fees, nor union dues can be collected?

DIANE FITZPATRICK: Correct. That's right, that's right.

SENATOR FORMICA (20TH): Okay. I was under the impression that was not correct, so I will check my --

CHRISTINE ROPILLO: That's the difference with the Janis Case. So prior to the Janis Case there were fees that needed to be collected whether -- it was sort of a closed shop so everybody was in the union and paid the fees. The Janis Case changed that and that happened while we're negotiating the -- I think while we were close to the end of the negotiations with the contract. So we made the contract with Janis so it reflects that if you're a member of the union then you would pay the fees or the dues, but
they have -- if they're not, then that wouldn't be collected. So you're exactly right about what the Janis Case did.

SENATOR FORMICA (20TH): Thank you. So I have -- I have that it says, who resigns from membership shall be required to pay an agency fee under Section IV.

DIANE FITZPATRICK: Yeah, that sentence should be struck.

SENATOR FORMICA (20TH): Should be struck?

DIANE FITZPATRICK: Should be struck.

SENATOR FORMICA (20TH): But is it struck?

DIANE FITZPATRICK: It will be. 'Cause like we said, we just negotiated this -- we just ratified this around the time of the Janis decision.

CHRISTINE ROPILLO: But we've been working with the union.

SENATOR FORMICA (20TH): So we're voting on a -- we're discussing a contract that has provisions in here that you're going to take out and change after this Committee meeting?

DIANE FITZPATRICK: No, the other -- it does say further on that the deductions won't be made. Any changes in the amount of union dues to be deducted shall be effective as soon as practical. And we are in negotiations with the union and all are regarding how the Janis decision will be implemented with this Bargaining Unit, Judicial Bargaining Unit and Unclassified Service.

SENATOR FORMICA (20TH): So when you say -- let's park that one. The first question first. When you
say how to be implemented with this -- with these two contracts, what does that mean?

DIANE FITZPATRICK: OLR has been meeting with Representatives from Judicial, the Division, Education, the colleges and universities regarding how -- how Janis is going to be implemented. Regarding notification and so forth.

CHRISTINE ROPILLO: And I think Senator that if you go to Section IV under Article 5 on page 4, it indicates that we will deduct it from everybody who elects to be a member of the union.

DIANE FITZPATRICK: The union, yeah.

CHRISTINE ROPILLO: So if they've elected not to be -- it will be deducted if they're members of the union, if they elect not to be a member of the union it will not be deducted.

SENATOR FORMICA (20TH): And we're certain that the Janis Decision applies to no membership of union dues, which I'm in agreement of, but also no agency fees can be collected at any time.

DIANE FITZPATRICK: That's correct.

CHRISTINE ROPILLO: That's totally clear in the Janis Decision, yes.

SENATOR FORMICA (20TH): All right, thank you. And then -- and that -- and that -- well you're not going to speak to the Judicial Contract. Somebody will come up and talk about that. You're just dealing with --

CHRISTINE ROPILLO: They have their own agency here. We have a different group of people.
SENATOR FORMICA (20TH): This particular contract, are there -- in Article 19, it sets compensation for two groups of employees. I believe these salaries are set in statute. Is that --

REP. WALKER (93RD): Article 19 is on page 21.

SENATOR FORMICA (20TH): Should I be giving the page numbers, Madam Chair.

REP. WALKER (93RD): That's okay. I've got your backup. I'm sorry, sir. Could you repeat your question just so we make sure that we are directed to that?

SENATOR FORMICA (20TH): Thank you. My understanding is Article 19 sets compensation.

CHRISTINE ROPILLO: Correct.

SENATOR FORMICA (20TH): I'll see if I can -- right? And it sets compensation although groups of employees are whose salaries are set in statute already. So does this override statute, this contract? Would update the statute once it gets voted on?

DIANE FITZPATRICK: Are you talking about the Parity Statute?

SENATOR FORMICA (20TH): Am I talking about what?

DIANE FITZPATRICK: The Parity Statute. These salaries aren't set by statute except with the Parity Statute with the prosecutors.

CHRISTINE ROPILLO: Yeah, the salaries of our lawyers are not incorporated -- are not incorporated into statute. So prior to the unionization what it was budgeted, because there was the statute giving the parity with the prosecutors the compensation
tracked whatever the attorneys for the Division of Criminal Justice got. But they're not -- they're not set in -- they're not set anywhere in the general statutes with a salary number.

SENATOR FORMICA (20TH): Okay. Well I'll check on that. Thank you so much for that.

REP. WALKER (93RD): You want me to go on to -- is anybody -- want me to go --

SENATOR FORMICA (20TH): Why don't you go -- why don't you go on to somebody else and I'll check that. I want to bring up the Judicial --

REP. WALKER (93RD): Well that will be when the Judicial Department comes up.

SENATOR FORMICA (20TH): But the language is different from how it recognizes so I wonder what the thinking was, but I'll come back.

REP. WALKER (93RD): Okay. I'll come back to it. Are there any other questions to the contract? Yes, uh-huh.

REP. MASTROFRANCESCO (80TH): Good afternoon.

DIANE FITZPATRICK: Good afternoon.

REP. MASTROFRANCESCO (80TH): A couple quick questions as I was going through the contract. Under Article 600 Union Rights, Section IV. Article 600 let me check here. Yes, it says there that the --

REP. WALKER (93RD): I'm sorry, before you go, which page? 7? Page 7, okay, go ahead.
REP. MASTROFRANCESCO (80TH): I apologize, I don't have the page numbers down in my notes here. How many stewards are there in this new union?

DIANE FITZPATRICK: That hasn't been established yet. I believe we set some restrictions in the contract by location.

REP. MASTROFRANCESCO (80TH): Okay. And I guess, it's kind of awkward because I know it's a new union and you really don't know what the behaviors are, but in that particular section, Article VI under Union Rights it says that the steward will obtain permission from his or her immediate supervisor when leaving the work assignment to carry out steward duty. And then the last para -- the last sentence, the union will cooperate in preventing abuse of this section. Can you -- can you tell me what that means?

CHRISTINE ROPILLO: So what's happened so far is the contract has been negotiated. There have been members of the negotiating team that have needed to be part of the negotiations. It gets cleared through the supervisor and then it needs to be approved by the HR Director so that they can use union time. So we're a relatively small agency so we have pretty nimble communication. It goes to the supervisor. It then goes directly to Diane who either approves or -- or we have a discussion about whether that number of people need to participate in whatever activity it is. Because that's so far how we have controlled it. We haven't done anything because it's new. There hasn't really been anything other than the negotiation process.

REP. MASTROFRANCESCO (80TH): Right.
CHRISTINE ROPILLO: And there weren't any issues with that at all. It was an appropriate number of people, it worked very smoothly. We didn't have any conflict with the union over that at all.

REP. MASTROFRANCESCO (80TH): Do you anticipate that there could be a problem and is why that language is in there?

CHRISTINE ROPILLO: I think the language is in there because you need to cover all possibilities within the contract. You want to make sure the contract, for both sides, that it addresses you know what will happen whenever there's an area of controversy. We don't know. I think it depends on what the level of union business ends up being. Again, we are a small agency. The attorneys have obligations in court to clients too so we need some ability to control the number of people that we have in court to serve the individuals walking into the court system. And so that would be the need for that language.

REP. MASTROFRANCESCO (80TH): And then again on the stewards, what kind of duties will they do or when they leave their work assignments, what will they do?

DIANE FITZPATRICK: As stewards?

REP. MASTROFRANCESCO (80TH): As stewards in that particular union.

DIANE FITZPATRICK: If there's a grievance, typically a union steward comes to the Grievance Hearing or if there's an issue, say I have to meet with a union member and there may be a disciplinary action, the union representative or steward may attend that. In negotiations typically there are four or five people that sit on their negotiating
team. If there is any other, if we have a Labor and Management type Committee, those types of things.

REP. MASTROFRANCESCO (80TH): And when they are off on doing grievances and investigations is that paid by the state or does the union cover that salary, that part of the time that they're missing?

DIANE FITZPATRICK: Typically each contract in the state allows for a bank of union hours and that time is deducted from union hours.

REP. MASTROFRANCESCO (80TH): Can you explain how that bank works?

DIANE FITZPATRICK: It's paid by the state.

REP. MASTROFRANCESCO (80TH): That's what I -- it's paid by the state.

DIANE FITZPATRICK: Paid by the state but it's tracked through -- you have to code your time in union -- being involved in the union so we can track that.

REP. MASTROFRANCESCO (80TH): And then -- excuse me, so when they're out there -- are the stewards when they're on work duty doing union work off premises, are they paid mileage? I didn't see anything in here. Will they be getting reimbursed for mileage?

DIANE FITZPATRICK: No, we don't have that in this contract.

REP. MASTROFRANCESCO (80TH): There is nothing -- 'cause I -- there's nothing, no provision in this contract to offer mileage?

DIANE FITZPATRICK: No.
REP. MASTROFRANCESCO (80TH): Hold on a second. I thought I did see something but it wasn't specific.

DIANE FITZPATRICK: It's for mileage for business.

REP. MASTROFRANCESCO (80TH): For business, correct.

DIANE FITZPATRICK: For business.

REP. MASTROFRANCESCO (80TH): But they don't get -- there's no reimbursement for mileage for doing union work?

DIANE FITZPATRICK: No, not under this contract.

REP. MASTROFRANCESCO (80TH): Not under this contract? Okay. And again, I know it's a new contract so you probably can't even speak to this but I'm going to ask you anyway. Under Section VI, Access to Information.

REP. WALKER (93RD): Wait one second.

REP. MASTROFRANCESCO (80TH): It would be under Article 6 as well I believe.

REP. WALKER (93RD): On Article 6, what page?


REP. WALKER (93RD): That's page 7 for those who are reading.

REP. MASTROFRANCESCO (80TH): Yes, thank you. There's a provision and it says that a union shall reimburse the state for expense and time spent to photocopying extensive information that otherwise is permitted under state ream of information law. So can you give me an example of that? How would they reimburse the state and what does time spent mean?
DIANE FITZPATRICK: Well this is on -- this section -- many of the sections of this contract mirror the executive branch contract as well and what this is -- saying a union requested documents like arbitration cases going back so many years regarding specific incidents. It could involve somebody having to stand at a copy machine for hours doing that. So the cost would be born by then.

REP. MASTROFRANCESCO (80TH): So the union would reimburse the state?

DIANE FITZPATRICK: Yes.

REP. MASTROFRANCESCO (80TH): Based on that. And how do they determine what the reimbursement is, do you know?

DIANE FITZPATRICK: The FOI Statutes have outlined parameters as to how much a page costs, how much you can charge for the extra costs incurring at those things, so it would mirror what the FOI would charge.

REP. MASTROFRANCESCO (80TH): Okay, thank you. Just a couple more questions, I apologize. Under Article XII under Vacation and Personal Leave. Let me see, that would be on page -- page 12. So just so I'm understanding it correctly. Vacation is accumulated at 1.25 days per calendar month which equals to around 15 days per year. Did I calculate that correctly? And that's based on a 40-hour work week?

DIANE FITZPATRICK: Yes.

REP. MASTROFRANCESCO (80TH): Okay. And that's from 0 to 9 years completed and if you have over 10 years it's about -- it comes to calculate to about 20 days per year; is that correct?
DIANE FITZPATRICK: Yes, it's four weeks, yes.

REP. MASTROFRANCESCO (80TH): Okay. So that would be for vacation. And then under Article XVI, Sick Leave, is it calculated the same way at 1.25 per day -- days per month?

CHRISTINE ROPILLO: Right. That's for -- that doesn't increase.

REP. MASTROFRANCESCO (80TH): Right, okay. So that's what I said. So that would calculate to about 15 days per year as well, correct?

CHRISTINE ROPILLO: Right.

REP. MASTROFRANCESCO (80TH): Okay. So that I calculated correctly. And then under Holidays, is that consistent with other contracts? There's 12 paid holidays, correct?

DIANE FITZPATRICK: Yes.

REP. MASTROFRANCESCO (80TH): And then is consistent with the other contracts so there's three or so days?

DIANE FITZPATRICK: Yes.

REP. MASTROFRANCESCO (80TH): So if I was to calculate, so -- and correct me if I'm wrong. There's 15 vacation days, 15 sick days, 12 paid holidays, 3 personal days, for a total of 45 days off per year paid?

CHRISTINE ROPILLO: If somebody were to use all of their sick time, and that's up to 9 years. And then if somebody was there more than 10 years it would amount to about 50 days off per year, correct?
DIANE FITZPATRICK: If -- if -- right. If somebody used every day of their -- of their available sick leave, which for the most part people don’t, but yes that would be available.

REP. MASTROFRANCESCO (80TH): That would be correct? They're allowed to take it. That's what they're given every year and they're allowed to take 45 to 50 days off per year. Yeah, if they took them off, correct? Okay. Are they paid overtime or is it more just salary?

CHRISTINE ROPILLO: (Crosstalk).

DIANE FITZPATRICK: This bargaining unit is not paid overtime.

REP. MASTROFRANCESCO (80TH): There's no overtime at all? Okay. And would you be able to tell me right now how many of the bargaining unit new employees will be in -- are going to go into the top step?

CHRISTINE ROPILLO: We can provide that. We can get that. I don't have that in front of me today, the numbers that are going on to the top step but we can get that for you by tomorrow.

REP. MASTROFRANCESCO (80TH): Okay. Thank you. I'd appreciate that. And then just one more. And I know there's nothing in here mentioned about medical but do you -- would you know what the percentage of cost sharing that the employees would be paying into?

DIANE FITZPATRICK: No, that -- the medical was negotiated under SEBAC 2017 and is negotiated outside of the terms of the regular contract so I -- I wouldn't be -- we can probably get that from the controller's office for you.
REP. MASTROFRANCESCO (80TH): If you can get it, I'd appreciate it. And then, I apologize, one more question on the -- on the sick time and I thought I read it in there. Can we -- can they accumulate sick time, is it carried over? Did I see 120 days they can accumulate?

DIANE FITZPATRICK: Yes, they can -- 120 day limit is for vacation time, but they can accumulate as much sick time as permitted. But when they retire, they get paid out for a quarter of the balance, but if they separate state service they don't get any of their accrued balance of sick time.

REP. MASTROFRANCESCO (80TH): Okay so -- just so I can -- so vacation time you can accumulate up to 120 days.

DIANE FITZPATRICK: Right.

REP. MASTROFRANCESCO (80TH): Sick time is unlimited. When they retired you will pay them out 25% of that -- whatever is in that sick bank?

DIANE FITZPATRICK: What's in their accrued sick balance.

REP. MASTROFRANCESCO (80TH): Accrued sick balance. And are they paid out based on the salary at that given time as -- that -- as -- in time or are they paid by the salary that they're making at that time?

DIANE FITZPATRICK: Not just this bargaining unit but all state employees are paid that way.

REP. MASTROFRANCESCO (80TH): Okay. Thank you very much. I appreciate it.

DIANE FITZPATRICK: You're welcome.
REP. WALKER (93RD): Let me just make sure, a clarification. You're not saying that somebody gets 120 days if they decide to carry over their vacation time from previous years? The maximum you can have is 120?

DIANE FITZPATRICK: The maximum you can accumulate in vacation time is 120 days.

REP. WALKER (93RD): But that's -- you're not -- you're not -- they're still subject to the 50 maximum that you have?

DIANE FITZPATRICK: That would be if you never used them and they build up. Yeah.

REP. WALKER (93RD): If you never have a chance because you're always in court, thank you. Senator Lesser. Senator Osten.

SENATOR OSTEN (19TH): Thank you very much, Madam Chair. I just have a couple of clarifying questions. Are these new benefits for time off for these employees or did they already have these benefits for time off?

DIANE FITZPATRICK: These benefits they've had.

SENATOR OSTEN (19TH): So this is not a new benefit for these employees?

DIANE FITZPATRICK: No, yeah, no.

SENATOR OSTEN (19TH): I just wanted to make sure everybody knew that they are currently getting that benefit and this is just the language that is in the contract.

CHRISTINE ROPILLO: That's correct.
SENATOR OSTEN (19TH): Do you know if an employee chooses to not pay dues and are not paying any agency fees are they achieve -- are they receiving the same benefits as someone who does pay for benefits?

CHRISTINE ROPILLO: My understanding is that they would.

SENATOR OSTEN (19TH): Oh, so they're getting the benefits even though they're not paying for the union that is getting them those benefits?

CHRISTINE ROPILLO: We haven't had anybody opt out at this point but that's my understanding.

SENATOR OSTEN (19TH): Because they recognize that the benefit they're getting belonging to a collective bargaining environment. You don't need to answer that, thank you. So, just curious on how we were putting Janis out there. And are you understanding that -- you said that when you were bargaining this contract that you had a number of workers who were participating in the bargaining of the contract, is that true?

CHRISTINE ROPILLO: That's true.

SENATOR OSTEN (19TH): And you had nobody that took advantage of that that was taking extra time off or that had done other things that were not in -- in the import of bargaining that contract?

CHRISTINE ROPILLO: No.

SENATOR OSTEN (19TH): And under the FOI Statute the amount of paper -- the -- when someone is -- no matter who they are, whether they're in this bargaining unit or in any bargaining unit or a regular person on the street, is applying for
information under FOI, do they all pay the same rate?

CHRISTINE ROPILLO: Yes.

SENATOR OSTEN (19TH): So that's governed by the Freedom of Information and the Commission? So if they wanted to get something that they were denied they would have to go to the FOI Commission just like anybody else in the whole state accessing that information?

CHRISTINE ROPILLO: That's right.

SENATOR OSTEN (19TH): And they might use that information to point out that a grievance might be not equitable to other grievances of the same matter?

CHRISTINE ROPILLO: Correct. They could use it for -- yes.

SENATOR OSTEN (19TH): They could use it for a number of things.

CHRISTINE ROPILLO: Right.

SENATOR OSTEN (19TH): They could use it in negotiating a new contract or they could use it in coming to a real solution on a grievance or they could use it so that they're making sure that people are being treated fairly from one end of the bargaining unit to another end of the bargaining unit. And what kind of work do they do as lawyers for the state?

CHRISTINE ROPILLO: So they -- they are defending indigent criminal accused in our adult and juvenile courts. Some of them are also representing children
who are the subject of neglect petitions in juvenile court.

SENATOR Osten (19TH): So they're actually helping grease the wheels of our judicial system?

CHRISTINE ROPILLO: Yes.

SENATOR Osten (19TH): And they are providing --

CHRISTINE ROPILLO: I would say they help protect justice in our courts every single day.

SENATOR Osten (19TH): I would -- I would say that they're helping to move things along in an appropriate fashion giving everybody the rights that they deserve under our Constitution and giving people rights, so they're providing people a real value.

CHRISTINE ROPILLO: Absolutely Senator. I couldn't have said it better.

SENATOR Osten (19TH): Okay. And then the other -- my last question, unless somebody else makes another point that I might have to counter, my last question is this. Is -- how many people are in this bargaining unit?

DIANE FITZPATRICK: Approximately 100 --

CHRISTINE ROPILLO: About 183.

SENATOR Osten (19TH): So in order to -- do those 183 people cover from one end of the state to the other end of the state?

CHRISTINE ROPILLO: Yes, it's 185, I'm sorry.

SENATOR Osten (19TH): So the amount of work that they're seeing right now, do you know the average case load of those 185 people?
CHRISTINE ROPILLO: The average case load is between 250 and 300 cases.

SENATOR Osten (19TH): Per person?

CHRISTINE ROPILLO: Per person. And some places are higher.

SENATOR Osten (19TH): To help smooth over the cases that we're having for the poorest people and those who are not receiving care in our judicial system?

CHRISTINE ROPILLO: Correct.

SENATOR Osten (19TH): Thank you very much. Thank you very much, Madam Chair.

REP. WALKER (93RD): Thank you. And I just want to continue one other -- I just want to make sure I heard this right. So this is -- this contract is the identical contract for the prosecutors currently?

CHRISTINE ROPILLO: I don't know whether it's the identical contract. I know there are salary parities so the salaries that they will end up getting and the longevity are the same as the prosecutors, yes.

REP. WALKER (93RD): Thank you. Representative Lavielle.

REP. LAVIELLE (143RD): Thank you, Madam Chair. Good afternoon and I apologize for missing about the first 20 minutes of the meeting. There was another Committee going on and I apologize to the Committee as well. And Madam Chair, if I ask anything that was asked before you can just kick me (laughing) and we'll -- not too hard mind you. So I don't want to be redundant. So to be clear, is there anything in
this contract that actually changed for the 183 employees except the SEBAC Provisions? Is there anything else new in there?

DIANE FITZPATRICK: No. Many of -- many of the terms of the contract just incorporated our existing work rules and the benefits such as vacation and sick PL that they've been getting right along.

REP. LAVIELLE (143RD): Okay. So the -- really they're, for all intents and purposes from the practical standpoint, they're simply by virtue of this agreement, they're being incorporated into for lack of a better word, the SEBAC Contract?

DIANE FITZPATRICK: That's right.

REP. LAVIELLE (143RD): Or becoming eligible for the provisions of the SEBAC Contract?

DIANE FITZPATRICK: Yes.

REP. LAVIELLE (143RD): That was -- that was a little unclear from the start so I'm glad we straightened that out. The -- we had a number of questions on the roles and provisions covering the union stewards a few minutes ago. Do you actually -- I don't -- I did not hear a question on whether you actually have a breakdown of these from previous years? How much time the union stewards do spend doing union business under the provisions of a contract like this? And how much of your personnel, you wage budget that actually represents? Do you have something like that?

DIANE FITZPATRICK: This is an initial contract so we haven't had stewards in the past. I would venture a guess that we're not going to have a lot of steward time on this. I mean this bargaining
unit, I've been there for three years and there haven't been a lot of personnel issues or personnel problems that we've had to deal with the union. So I don't see a large amount of that time being spent with this group.

REP. LAVIELLE (143RD): Thank you. There is in the -- in the initial sections, I believe it's Article V, just one mention that if anyone terminates his or her union membership that the union would promptly notify the Division of the Public Defender Services in writing. And is there any penalty for non-notification or delay in notification past the, I think it's 30 days?

DIANE FITZPATRICK: I'm not aware of any right now. And we're still discussing that with the unions and OLR. Typically when we've had a couple of people in the other bargaining units and they sent -- they cc'd us, they sent notification simultaneously to us and the union, so I don't foresee any issues. And like I said, we're working out how this is going to be implemented with the other groups.

REP. LAVIELLE (143RD): There is another sentence I was just curious about. It's on page 6 and it's before all those tables in Article VI, which talks about some of the -- it's titled Union Rights but I think it talks a lot about roles and responsibilities as well, and there is a sentence at the top of that page 6. The union will cooperate in preventing abuse of this section. What does that mean concretely?

REP. WALKER (93RD): We're talking about page 6 at the top?
REP. LAVIELLE (143RD): At the end of that first paragraph there, yeah.

DIANE FITZPATRICK: Basically union management works with administration to make sure that you know, 15 people aren't showing up for a grievance when you only need one or two people, those types of things. So if we see they're, my past experience has been if we see that we, you know, reach out to the union and discuss it with them and then they kind of control that -- help control that.

REP. LAVIELLE (143RD): So it's a -- it's sort of a -- I don't know, it comes across as sort of a gentleman's agreement, it's not --

CHRISTINE ROPILLO: Well it's a little bit more than that because since there's this bank of union time that the union members can use to do union business and it has to be approved -- in order for them to be out of the office it does have to go through Diane in order for them to use so HR has to approve it on an ongoing basis anyway. So this is another layer of protection. So if we see that somebody or that too many people are asking to be gone on one day or that somebody was being out regularly and that it was impeding their ability to represent their clients that we would work with the union to find a solution with that. So there's a number of -- sort of stop gap, a number of measures where we ensure that it's you know, the right number of people and that it's not being abused. And so that sentence just anticipates that we'll work with the union, that union will cooperate with us if we call and say you know, 15 people have asked to attend this and we think there only needs to be two and that it won't be -- that there won't be a grievance filed. As I
said, we did the negotiations. There were a number of people on the negotiating team. It went extremely well and we didn't have any issues. That's really the only frame of reference we have so far with this new contract, but it was very collaborative and we didn't have any problems.

REP. LAVIELLE (143RD): So there's no actual provision in here that says, must cooperate and if there isn't cooperation X, Y and Z happens?

CHRISTINE ROPILLO: No because -- no, there's not.

REP. LAVIELLE (143RD): Okay. Thank you. And another question that I had was on the -- the provisions about merit increases. And is it customary for everyone get a merit increase before they hit the maximum? Are there cases where people don't get a merit increase and how frequent is that?

CHRISTINE ROPILLO: So the only increases that people would get would be those that are -- that are negotiated through SEBAC or through negotiations. So there's not you know, sort of a merit raise that you would think of in a private sector. The employee's ability to obtain the negotiated raises depends on having satisfactory performance evaluation. So there wouldn't be anything above and beyond the 3.5 that's negotiated by SEBAC. We don't give out merit raises. What -- I think what it is, is that you have to have satisfactory work performance in order to get the raises that have been negotiated by the union.

REP. LAVIELLE (143RD): So maybe the -- maybe the antiquity here for me is that what's merit increase in the fiscal note is actually staff increases?

CHRISTINE ROPILLO: I think that's right.
DIANE FITZPATRICK: That's right.

REP. LAVIELLE (143RD): Right.

CHRISTINE ROPILLO: The AI, annual increases.

REP. LAVIELLE (143RD): Okay. So if I just kind of generally -- may I ask Madam Chairman, may I ask of a fair question?

REP. WALKER (93RD): Sure, OFA? Just one second.

NEIL ANDERSON: Good afternoon. Neil Anderson and Don Chafee from OFA.

REP. LAVIELLE (143RD): Good afternoon. So my question is I understand that the steps are often at a different spread, depending on how high or low you are in the higharchy and what step you're going to next? But have you calculated an average percentage on steps?

DON CHAFEE: No. I can. Don Chaffee, OFA. We -- the way the spread sheet works is I group them, like if you were all on step two, well on your anniversary date or your merit increase date you would go to step three, and from three to four and as you point out, that's not always the same exact percentage going from here to there. From step three to step four might be different from step two to step three.

REP. LAVIELLE (143RD): Is there a range, like are lower step increases higher than --

DON CHAFEE: I can get that for you.

REP. LAVIELLE (143RD): Okay. I sort of had the impression it was around 3 percent, something like that but the middle of the range.
DON CHAFEE: That is a good benchmark.

REP. LAVIELLE (143RD): Thank you. I appreciate your answer. Thank you very much. So in otherward from 20 and 21, fiscal 20 and 21, a typical employee in this particular collective bargaining unit and I understand some are lower and some are higher, that on average would be getting a 3.5 percent general wage increase that's negotiated, plus a step increase which I realize doesn't go into effect until midyear but still, about give -- 3 percent give or take. So it would be about 6.5 percent as a negotiated raise give or take?

DIANE FITZPATRICK: Correct. That's what was negotiated with SEBAC 2017.

REP. LAVIELLE (143RD): Right. Okay, thank you. I just wanted to make sure we got that out in the open as that's a very generous raise and so thank you for that. I think for the moment that is all that I have. I would just add that I agree completely with Senator Osten that these people are performing an absolutely invaluable job for everyone in the state of Connecticut. They do incredibly important work and none of us should grudge them anything that they receive in recognizance, however, there are always two sides to a contract negotiation and the state is party to that as the collective and representative of all of the residents of the state whose contributions end up being the money on the other side of the contract. So I just wanted to point that out. Thank you very much, Madam Chair.

REP. WALKER (93RD): Thank you. Senator Formica.

SENATOR FORMICA (20TH): Thank you, Madam Chair for the second time. I appreciate the opportunity and
just follow up with a couple of quick comments that we were speaking. I brought up Janis because it seemed to me that Section III of Article 5 conflicted with Janis and as we've discussed that, you and I -- you mentioned that you were going to take that language out of this contract. That's what I understood you to say. So is that correct?

CHRISTINE ROPILLO: Yes.

SENATOR FORMICA (20TH): And so are you going to remove the entire of Section III or a portion?

DIANE FITZPATRICK: What's probably going to happen is because this contract has been ratified that a memo of agreement, Stability Agreement will be attached to it laying out how the Janis Decision will be implemented.

CHRISTINE ROPILLO: Because we have to comply with Janis. I mean Janis is Supreme Court Law. It's the law of the United States. So the contract language has been negotiated at the time the decision came out. So we've been working to the union, there's been ongoing discussions with the unions trying to work with other state agencies to see how everyone is going to implement it, but the language had already been in the contract. So as Diane said, what ends up happening is we work with the union and there will be something attached to the contract with everybody's understanding of how it will work. Like, it had been clear with everybody that Janis was being complied with.

DIANE FITZPATRICK: Yep.

SENATOR FORMICA (20TH): It is except that it's not in the language.
CHRISTINE ROPILLO: Understood.

SENATOR FORMICA (20TH): The language does not comply with Janis --

CHRISTINE ROPILLO: Understood.

SENATOR FORMICA (20TH): Which is what brought my question. So I understand nobody wants to go against the Janis Ruling or the Supreme Court decision so your intent is to put an addendum to the contract and negotiate that out that will specifically refer to Section III and/or others that may comply.

CHRISTINE ROPILLO: That's right.

SENATOR FORMICA (20TH): Judicial contract that we're going to speak next has a very simple provision that says provisions of this article intended to comply with the decision of the US Supreme Court and the parties reserve the right to revise those provisions. Which as we're moving forward in this post-Janis environment and negotiating contracts, I'm just wondering if the AG or others would have specific language that might be a catch-all like this in Section XIII of the judicial one and why that wasn't mirrored in yours. That was where I was going with the point.

CHRISTINE ROPILLO: Okay.

SENATOR FORMICA (20TH): I understand that we're doing -- and with regard to the Article 19 that I spoke about?

CHRISTINE ROPILLO: Yes.

SENATOR FORMICA (20TH): That seems to be talked about on page 51 Appendix C for superseding.
CHRISTINE ROPILLO: Yes.

SENATOR FORMICA (20TH): And so my question was the current statute is being changed as a result of this contract for these number of Articles 19, 22, 23 and 30 that you list on page 51, Appendix C.

DIANE FITZPATRICK: Right. We're superseding the --

SENATOR FORMICA (20TH): So specifically the second box for Article 19 you removed parity with the States Attorney?

DIANE FITZPATRICK: Correct.

SENATOR FORMICA (20TH): That's a change in the statute?

DIANE FITZPATRICK: Right.

SENATOR FORMICA (20TH): 'Cause the statute calls for parity.

DIANE FITZPATRICK: Right. Because they will be responsible for negotiating their own contract now because they're unionized.

SENATOR FORMICA (20TH): And Article 23 An Aggrievance Procedure, you're calling for representation being provided under the terms of this contract when the statute -- the grievance proceeding is referenced but not representation. So you're changing the statute there with regard to that?

DIANE FITZPATRICK: Yes.

SENATOR FORMICA (20TH): And then -- so my question then was does this contract supersede statute and I don't know if we got an answer. Or does some other
action have to be taken on these statutes that are existing?

DIANE FITZPATRICK: No I believe we --

SENATOR FORMICA (20TH): Maybe LCO would --

DIANE FITZPATRICK: Just the supersendence.

CHRISTINE ROPILLO: The contract -- having the contract ratified with the supersendence in the contract is I think -- under other contracts has been sufficient and it wasn't necessary to change to go into an amendment to the statute.

SENATOR FORMICA (20TH): Okay. And I guess that was my question, that you can negotiate a contract that supersedes state statute?

CHRISTINE ROPILLO: Correct.

SENATOR FORMICA (20TH): And I'm not sure that I understand that but --

CHRISTINE ROPILLO: The legislature has to approve the supersedence table.

SENATOR FORMICA (20TH): So -- so I don't know, maybe if I can continue. So the legislature's approval of this supersendence would be the ratification --

CHRISTINE ROPILLO: That's right.

SENATOR FORMICA (20TH): Where the approval of this contract or disapproval then -- then it automatically says that the statute is not good.

CHRISTINE ROPILLO: That's right.

SENATOR FORMICA (20TH): But until that time that's the case. Okay. All right, thank you. And then
one last question. We have a previous administration negotiating these contracts? The previous Governor was aware of these contracts. Is the current Governor --

CHRISTINE ROPILLO: Yes.

SENATOR FORMICA (20TH): Aware and he's -- he's supportive of these contracts?

CHRISTINE ROPILLO: Yes, we've been in touch with OPM. They're aware of -- yes. The Governor is aware of it, OPM is aware of it and they have indicated that we have the budget to cover it.

SENATOR FORMICA (20TH): Okay. Thank you very much. Thank you Madam Chair for your indulgence.

REP. WALKER (93RD): Thank you. I just want to go back to -- one of the statements was that -- it was about the steps and one of the things reminded that anybody who was at max does not get a step; is that correct?

DIANE FITZPATRICK: They get a lump sum.

REP. WALKER (93RD): They get a lump sum, okay. So it -- it goes on. And are there any other questions? Senator Lesser.

SENATOR LESSER (9TH): Thank you Madam Chair. You know just following up a little bit on the Janis line of questioning. It may be a moot point since it seems that every single attorney who is eligible is elected to join the union, um, but just for point of clarification, if at some point that were to change and an attorney were to decide not to join the union, there's nothing under the present established in the Janis Decision that would bar a nonmember from -- on a voluntary basis paying an
agency fee to cover the cost of their collective bargaining contract, is there?

CHRISTINE ROPILLO: Not -- I haven't -- not that I'm aware of.

SENATOR LESSER (9TH): Okay. That might -- that might be something that could be interesting. Now you mentioned earlier the -- some of the constitutional constraints placed on the state in terms of providing -- ensuring access to justice. Can you -- and you mentioned that was the origin of the statutes, tying the Public Defenders office to the prosecutors. Can you just speak a little bit to the, you know the requirements established under Gideon and other -- and other cases that make it hard to believe.

CHRISTINE ROPILLO: Sure. So there's a line of Supreme Court case law that goes back to the 1960s Gideon versus Wainwright was the first one that guaranteed that an indigent person who may be subject to incarceration because they were charged with a crime was entitled to counsel paid for the by state. The case of Enright Galof extended that right to young people who were charged in juvenile delinquency proceedings so the public defenders office, Connecticut was one of the first states to actually incorporate a statewide form of public defenders office to ensure that we had the ability to provide lawyers for folks that was done in an organized manner, and that it was -- I mean it's not just counsel. People are required to have competent counsel who can zealously advocate for their rights. It's not just a warm body who shows up and Connecticut has a very proud history of having an organized public defender system, of doing its best
to fund it within whatever resources the state has and of compensating the attorneys in a similar way or in the same way as the prosecutors are compensated with the recognition that you give everybody in criminal court. To be there, to be invested and to be doing their best to protect justice for everybody.

SENATOR LESSER (9TH): So in that light I imagine it must be important for your office to maintain competent counsel and to secure component talent for the public defender's office. What's, just out of curiosity, do you happen to know offhand what the starting salary in the system of public defender is in Connecticut?

CHRISTINE ROPILLO: I have it written down. It's $67,640.

SENATOR LESSER (9TH): Thank you. And do you know what -- off -- and I -- this may be outside of the scope of today's hearing but do you know what the starting salary of a -- of a Hartford law firm is? The median starting salary there?

CHRISTINE ROPILLO: I don't know that but I would -- you know the people in our offices have a lot of experience in court. They litigate cases, they do trials. I would say if they wanted to go get jobs in a private law firm they would make more. They're there because they care about the work and it's the work they want to do.

SENATOR LESSER (9TH): I would suggest that they could be making substantially more, perhaps twice the amount their first year out of law school and so to the extent that there is the discussion about other benefits that your public defenders might be
entitled to under the terms of this contract, that might go some very small direction towards undoing some of the major pay that they're forgoing and pursuing the admiral career of serving the public and indigent. Thank you.

CHRISTINE ROPILLO: Thank you.

REP. WALKER (93RD): Senator Miner.

SENATOR MINER (30TH): Thank you. Madam Chairman, first maybe to you. I'm trying to remember where we kind of left the issue of voting on contracts and I recall that it was part of some collection of agreements that the legislature put in place. From here do these contracts go to both the House and the Senate for ratification vote?

REP. WALKER (93RD): That is correct.

SENATOR MINER (30TH): Thank you. And so with respect to the responses to Senator Formica, do you -- do you anticipate that we would have any of the language changes relative to Article V, Section 3 prior to that vote?

CHRISTINE ROPILLO: Probably not. It -- once the contract is ratified we would then negotiate with the union over language. I think -- that's what I would anticipate.

DIANE FITZPATRICK: We've been working with the Office of Labor Relations on the Janis language.

SENATOR MINER (30TH): So, through you Madam Chairman, this is kind of the difficulty that I'm having understanding this. We have a -- we have a decision, a court decision which I've heard you say everyone understands and accepts with respect to how our contracts need to look in the future and how we
need to conduct those agreements yet we seem to be myriad in a negotiation over something. Is there -- is there a thought that there's some value on the part of organized labor that there should be some pro quo for accepting a court decision or is that?

CHRISTINE ROPILLO: No, not at -- not at all.

SENATOR MINER (30TH): So that's the problem I'm having. I'm wondering why a boiler plate language doesn't just get inserted into Section III and then why that wouldn't be ready prior to the House and the Senate ratifying that decision?

CHRISTINE ROPILLO: We can certainly talk to the union and see whether -- whether within the timeframe the Committee has and the legislature has whether we could do that. There's no indication that there was going to be given -- it's just putting language together.

REP. WALKER (93RD): And I believe, if I heard you correctly, you said that that language has been put together in other contracts. Did I hear that?

CHRISTINE ROPILLO: Yes with OLR.

REP. WALKER (93RD): So that's what we will be expecting with the language that's already there, putting that into section. You have the existing language, am I correct? So that could be submitted?

CHRISTINE ROPILLO: Yeah, we can get that from OLR.

REP. WALKER (93RD): Thank you. Senator?

SENATOR MINER (30TH): Thank you, Madam Chairman. That was really what I was -- was trying to get at. I think most of the questions and answers that I've heard so far lead me to believe that this is in some
cases a ratification of existing benefits and establishment of a wage schedule and so really it's just trying to get the rest of it to comport with a court decision, and I can only imagine that the negotiation process for this began before June of last summer?

CHRISTINE ROPILLO: Yes.

SENATOR MINER (30TH): And that perhaps while we were you know, trying to put together everything else, this just didn't -- this may not have bubbled up to the top of the --

CHRISTINE ROPILLO: I think that's right.

SENATOR MINER (30TH): All right. And so I would hope that when we get to see these in the Chamber that that language could be included so that it would be a finished deal and no one has to question really whether it's going to have some affect on the contract, so thank you.

CHRISTINE ROPILLO: Thank you.

REP. WALKER (93RD): Thank you and I would -- I would expect that this would be a very simple addendum that you guys could put in the contracts so that when it hits the General Assembly floor that we can move swiftly on this.

CHRISTINE ROPILLO: We will get right on it, thank you.

REP. WALKER (93RD): And are you submitting that to OFA and to Sue Cain in Approps, please?

CHRISTINE ROPILLO: Yes.

REP. WALKER (93RD): Thank you. Next, Representative Dimissa.
REP. DIMASSA (116TH): Thank you Madam Chair. Good morning. It's nice to have you both here. Just to touch on a few comments that I think Senator Lesser was pointing out. I did some brief math. You know Google is a wonderful thing when you're up here. You can check a few things out. So roughly, tell me a little bit about the caseload. A typical public defender.

CHRISTINE ROPILLO: So the typical public defender -- the caseloads -- we have caseload goals that were set. There was a lawsuit back in the late 1990s so for your average public defender when you walk in the GA court, they're carrying anywhere from 275 to close to 400 cases a year. There's a range. The average comes out to, I think at the moment it's just under 300, so between 250 and 300, it fluctuates. So that's a mix of cases. Some of those are misdemeanor cases, some of those are you know, intriguing felony cases. Not every really complicated criminal case goes to our judicial district courts. The lawyers in our judicial district courts who are defending the more serious felonies. You know, the murders, the sexual assaults, the robberies, things involving firearms. Those lawyers are currently on average carrying between 65 and 70 cases, which is actually a little bit above what the recommended caseload goals are.

SPEAKER DIMASSA (116TH): I was going to say in total, certainly larger than the private sector?

CHRISTINE ROPILLO: Definitely larger than the private sector.

SPEAKER DIMASSA (116TH): Tell me about -- I work in your office. I'm a public defender. I end up with
a client who perhaps has a mental stability and I perhaps am spit on; does that occur?

CHRISTINE ROPILLO: Yes, it does.

SPEAKER DIMASSA (116TH): Do any of your public defenders get attacked?

CHRISTINE ROPILLO: Yes it does.

SPEAKER DIMASSA (116TH): Spit on?

CHRISTINE ROPILLO: Spit on.

SPEAKER DIMASSA (116TH): Assaulted?

CHRISTINE ROPILLO: Yes.

SPEAKER DIMASSA (116TH): And you said $67,000 a year; is that what we're starting out?

CHRISTINE ROPILLO: Yes.

SPEAKER DIMASSA (116TH): So it's interesting. So I did a little math and the average is about $72 and change an hour for an attorney in Connecticut. So if I worked eight hours a day, I would only have to work 114-116 days a year in the private sector to make that amount. So certainly the, and you can disagree with me, I don't think you will --

CHRISTINE ROPILLO: No, I don't think so.

(laughing)

SPEAKER DIMASSA (116TH): But certainly for the type of caseload we're looking at for the clientele who are disadvantaged who perhaps have cases that are complex, that would require many more hours than -- than we can give them with our staff levels, it seems reasonable to me this -- and I call it a cost of living increase. I know others done. But seems to me that's reasonable.
CHRISTINE ROPILLO: I would agree and there hasn't been any wage increase in several years so I would agree. These are people who are very dedicated. They work very hard. They for the most part put in more than an eight-hour day, particularly when they're on trial, they put in significantly more than an eight-hour day. But they're dedicated to the work and they're dedicated to justice and they want to get the job done.

SPEAKER DIMASSA (116TH): Thank you. Thank you, Madam Chair.

REP. WALKER (93RD): Thank you. Next we have Representative Pavalock-D'Amato. If I messed that up, I'm sorry. That's my first go, okay? (Laughing)

REP. PAVALOCK-D'AMATO (77TH): You can pick one.

REP. WALKER (93RD): Okay.

REP. PAVALOCK-D'AMATO (77TH): One of the last names, it's fine.

REP. WALKER (93RD): Go right ahead, ma'am.

REP. PAVALEOCK-D'AMATO (77TH): So I just wanted to kind of continue what the other gentleman, Representative and Senator were talking about salary wise. And I was wondering, you said the starting salary was $67,000 to $70,000 for one --

CHRISTINE ROPILLO: $67,640.

REP. PAVALOCK-D'AMATO (77TH): So somebody out of first year law school, how did you arrive at that number? Just wondering if there was a specific way?

CHRISTINE ROPILLO: How we got the starting salary?
REP. PAVALOCK-D'AMATO (77TH): Yeah. How did you come up with that number?

CHRISTINE ROPILLO: So it's the starting salary for prosecutors in the Division of Criminal Justice and so that would be the starting salary for our attorneys under the existing parity statute.

REP. PAVALOCK-D'AMATO (77TH): And I'm glad 'cause I think that's important to have the same salaries as other prosecutors do.

CHRISTINE ROPILLO: We do too.

REP. PAVALOCK-D'AMATO (77TH): However, do you know how that number compares to other states?

CHRISTINE ROPILLO: It's higher than some, it's lower than some. It's kind of all over the place. It's difficult to compare. Many places do indigent defense on a county level. So it would differ in you know some place like Illinois. It differs from county to county. So it's difficult to get an average. It's about on par at this point. It's a little bit higher than Massachusetts, but it's about on par. I will say Massachusetts caseloads are lower than ours though.

REP. PAVALOCK-D'AMATO (77TH): Okay. 'Cause I got a job years ago with the public defenders office in Broward County and their starting was $32,000 for somebody out of law school. I know with benefits it went up a little bit more but that's why I was kind of wondering in comparison -- and of course down in Miami Broward they have a very big caseload, and I'm not sure how that has changed 'cause it's been a few years. However, I'll -- as far as let's say the length of cases and if there's continuances, is there a goal for them to keep it under a certain
amount of time? I know judges like to keep their cases a year and under so.

CHRISTINE ROPILLO: We don't set a time goal. There are performance standards but those are related to doing investigations and filing motions and communicating with the client. So we don't set any goals for how long a case should take. It's very case specific, it's different depending on who the client is and what the facts are. Judges do -- I mean that's the judges job to try to be as efficient and move cases along but we don't set any timeframes for which a case ought to be resolved.

REP. PAVALOCK-D'AMATO (77TH): So I have been dealing with a lot of constituents who I think their cases have been continued and continued so if we were to try to address that would you say it was -- would be something we would try to work with the judges on or try to find out exactly you know, I'm just trying to see when we're looking at the overall system how we can of course, you know, keep it as short as possible and -- because the defendants have to come and they have to keep on coming back so I know that's frustrating for them.

CHRISTINE ROPILLO: I think we need to figure out a way to find out why are they being continued. Are they being continued because the case is going to trial or are they continued because we're missing a piece of information? Are they being continued just because everybody is bickering, which occasionally happens but I think we need to get some information as to what's driving the continuances. You know, if you look at our case management system, at judicial and part of the problem is the prosecutors don't have the same -- they're working on putting a case
management system together, so we'd have to figure out a way to maybe look at a courthouse and do a study as to what's driving the continuances because then you'd be able to target an intervention.

REP. PAVALOCK-D'AMATO (77TH): Okay. Thank you. If we can go to page 9 of the agreement, Article XIII, Section 3. I'd say Section 3C. If an attorney is disciplined outside of, in another state, is that -- would that be covered under Section 3C?

CHRISTINE ROPILLO: I think it's not but I will answer not allowed to practice outside of their public defender positions. So if they have any sort of another job, they're not allowed to practice law at all. They can teach. But they have to get specific permission from our governing body.

REP. PAVALOCK-D'AMATO (77TH): So let's say if they were -- had a pending discipline prior, got hired, but then you know, the disciplinary proceedings take a while and then they found out, would that be included in that section?

CHRISTINE ROPILLO: So we required disclosure of that in our application process. So we would find out about it. It's right on the application. Do you have any -- have you ever been found -- had a grievance upheld or do you have anything pending? So we would know about that and we would make that part of -- if we were going to hire somebody that had a pending grievance, we would have the ability to make that -- to stipulate that they have to tell us.

REP. PAVALOCK-D'AMATO (77TH): Thank you. Page 16. On the top of Advanced Sick Leave, how many
employees do you think have taken advantage of this particular provision?

DIANE FITZPATRICK: In this bargaining unit?

REP. PAVALOCK-D'AMATO (77TH): Yes.

DIANE FITZPATRICK: Prior to the three years that I've been there and prior to this initial bargaining unit, we've only had one attorney take it.

REP. PAVALOCK-D'AMATO (77TH): Now I know it's considered an advancement of compensation but it's -- but am I correct when I'm saying it's repaid by deducting accumulated sick pay as opposed to deducting any money from their paycheck?

DIANE FITZPATRICK: Correct. So if they owe us -- say they take two weeks, once they've -- if they've returned to work and after they've accrued five days then we start taking away until they repay the full two weeks.

REP. PAVALOCK-D'AMATO (77TH): So is there any interest on -- there's no interest being charged though that's then converted to actual hours or days as far as repayment goes?

DIANE FITZPATRICK: No, it's typically they're -- they're limited how advancement, the maximum they can get is 30 days. So typically within a year to 18 months that's repaid back.

REP. PAVALOCK-D'AMATO (77TH): So with no interest? That's been converted.


REP. PAVALOCK-D'AMATO (77TH): Okay. Is it being treated then, let's say for Internal Revenue code
purposes, is that being treated as a loan, as an interest-free loan?

DIANE FITZPATRICK: No.

REP. PAVALOCK-D'AMATO (77TH): And then now I think what concerned me about it, is when you reach the -- a year as far as the Internal Revenue code is considered, that's kind of where I think reporting of interest-free loans occurs. So again, when you reach the 12 year mark, and like you said, they have up to 18 months, there's no reporting or no difference in how you treat it within your system?

DIANE FITZPATRICK: No. In all my years of government service it's never really been seen as a loan. It's just been -- they've just been advanced time. They sign a statement saying that if for some reason they have to retire or they separate before that's paid back, then they pay it back to us. It comes out of their final paycheck.

REP. PAVALOCK-D'AMATO (77TH): So I mean, would you -- would agree? I mean that sounds like a loan though to me. That's -- I'm just not sure how --

CHRISTINE ROPILLO: No, I understand how you're viewing it. It hasn't been how it's been treated. Again, this is not a new benefit. This is something that's been in existence and I think is applied across other agencies as well so it's not something that's just specific to the public defenders office. So it may be an issue that needs to be looked at, but it's across agencies. This is typical language in other contracts and a benefit that's available to I think just about every state employee.

REP. PAVALOCK-D'AMATO (77TH): And my last -- last topic. Page 27, the Article XXII. And this has to
do with discipline Section 2 I'm looking at. I was just going through the different types of discipline and offenses but I did not see anything when it came to the Rules of Professional Conduct. I mean there's some general language there but I was curious as to why that wasn't included in -- as one of the enumerated.

CHRISTINE ROPILLO: So the discipline comes from the state statutes and the attorneys are governed by the Rules of Professional Conduct, but in general if there was an issue that rose to an ethical violation, I think particularly because they're required to report it to us and that we're able to take action, if it went, if it went to their ability to do their job, we would be able to work with the union to discuss and to engage in discipline. It's not listed here because this is out of the state statute that governs discipline of state employees. And they're not all lawyers. We also have internal agency policies that address that.

REP. PAVALOCK-D'AMATO (77TH): So I guess then although -- my next question goes along lines but I'm not -- I -- I'll give a disclaimer after. Then let's say bar complaints, would those -- of course I know in -- when you're dealing with certain sensitive cases there tends to be more than others so I'm not saying that I would hold that necessarily at the same weight you know, as some of these others but same question. Bar complaints, anything like that, is that taken into consideration?

CHRISTINE ROPILLO: It is in our policy the attorneys are required to notify us if there's a bar complaint filed, so not even if there's one sustained but they're required to notify our -- the
main office in the legal counsel if something's filed. So we get notice of all of those from them, not from bar counsel, and we have good compliance with that. So we are able to work -- if something is sustained or if there is a pattern, we are able to work with the attorneys on that.

REP. PAVALOCK-D'AMATO (77TH): So the bar wouldn't notify?

CHRISTINE ROPILLO: The bar notifies the attorney, they don't necessarily notify us. Which is why we have a policy that they have to notify us.

REP. PAVALOCK-D'AMATO (77TH): And then, let's say as far as continuing legal education is that -- do you reimburse for the amount or what part of that do you reimburse, if any? I don't think that was very clear to me.

CHRISTINE ROPILLO: So for the most part for the continuing legal education for our attorneys is provided by our training department and there is a budget within the training department. So it's either trainings that are available to our lawyers that we actually also make available quite often to the private bar at some or no cost. They would attend our training and then within our available appropriations, if they wanted to go to something, it would have to be approved. So for the most part people don't get reimbursed, we would pay for it, and that's how we make sure that we keep it within our appropriation.

REP. PAVALOCK-D'AMATO (77TH): Thank you, I appreciate it. Thank you, Madam Chair.

REP. WALKER (93RD): Thank you. And just a quick thought. We had a meeting in New Haven at the court
house and they talked about some of the biggest problems that they have for continuances is the fact that over 73 percent of the people, especially in family, come without a lawyer. And when you're in a custody case one may lawyer and the other one may not and also adds to continuation. Even though I know public defenders aren't usually part of that, but there are cases that are directly related with children's custody cases that require you. So our courts are backed up and it's because we don't ask for a lawyer, we don't ask for help and that's part of the problem. So next Representative Horne.

REP. HORN (64TH): Thank you, Madam Chair. Thank you for being here today. I wanted to go back to a point that was made a little while ago about the average -- the average working hours of a public defender. In my experience public defenders very rarely work 40 hours a week, meaning substantially more than that is the norm, is that your understanding as well?

CHRISTINE ROPILLO: It definitely is.

REP. HORN (64TH): And given that I think it's pretty hard to calculate really compensation of what someone in your division does. And I also wanted to just ask you about a provision in the contract about -- it's in -- it's the Annual Review Process which I think is Article VX, page 9. I wondered if you could talk a little bit about how that works.

CHRISTINE ROPILLO: So local supervisors will review the attorneys who report to them. They do it on an annual basis around the time when somebody would be somebody would be getting an annual increment. So even through there years where there hasn't been an annual increment, everybody gets evaluated once a
year. It's done in a form so there's some subjective criteria that they're rated on and then there's quite a bit of room for a narrative on folks. And that goes to HR every year. Supervisors, that's actually my responsibility, to evaluate the supervisors through a similar process.

REP. HORN (64TH): So everyone goes through an annual review process?

CHRISTINE ROPILLO: Everyone goes through an annual review process.

REP. HORN (64TH): And really that's part of the Constitutional requirement that there will be competent counsel as well as just a person showing up?

CHRISTINE ROPILLO: That's right.

REP. HORN (64TH): Thank you.

REP. WALKER (93RD): Thank you. Representative Wilson. I just want to remind everybody this is just the first part. We still have many more.

REP. WILSON (66TH): Thank you, Madam Chair. And thanks for coming and helping me have an understanding. I'm brand-new to this Committee so trying to learn as fast as everyone is providing information. And I'd like to just go back to this dues and the Janis Decision to try to understand. If I were a new attorney coming out of school and trying to decide whether I was going to work for the State of Connecticut for example or the private sector, and understanding that there's this issue of should I become a member of the union or should I waive out? And because my starting salary is so much less than the private sector, then could you
tell me what the savings would be to me if I did in fact waive out and yet would still receive the benefits of the collective bargaining?

CHRISTINE ROPILLO: We actually don't know that yet. The union sets the dues, so I actually don't have that figure.

REP. WILSON (66TH): Do you have any idea how soon you'd have that information?

DIANE FITZPATRICK: Once this is ratified then we would be told by the union what the dues were -- what the due structure is and then we would implement it in the core CT system.

REP. WILSON (66TH): Okay. Thank you very much.

REP. WALKER (93RD): Thank you. And we just looked up the -- what the average base pay for public defenders in Miami/Fort Lauderdale and now it's gone up to $53,537 and it says that it's 5 percent below the national average and that's current, so I think we're in par with the salaries that are there, so I just wanted to point that out. Representative Wilson, no sorry, Representative Case.

REP. CASE (63RD): Thank you, Madam Chair. Just a few brief questions. When you talked about, when you talk about the number of cases out there a bunch of us legislation in northwest corner got to go visit with the Chief Court Administrator at the Newtown court and one of their big downfalls, they said cases are lagging, cases are building on. You know we put so many more judges in in the last administration but we didn't put the support services. Do you have -- do you know if -- is there any number of support services that we're missing out on? Because from what we understood from the
meeting talked about, if there are more support services put in, they even brought us to a clerk's room and showed us all the vacant cubicles there were and they said, we have to end court before 4:00 so they can post what happened that day at 4:30 so the attorneys know what's going to happen the following day. But if they had -- from what I'm understanding with the budget last year we put in over $4 million dollars for court administrative services. So if we actually gave them clerk services we could move these cases along and wouldn't have 400 cases per prosecutor; is that not correct?

CHRISTINE ROPILLO: So that's only for judicial. So if the cases were moving along faster, it could decrease our caseload some. We're also down. I mean part of the issue is that as courts -- when everybody had less staff and everything moved slower, our people were able to manage their caseloads because it was moving a little bit slower. If we don't have staff that are able to then move these cases more quickly, it becomes an issue for us as well. So I'm not -- those are judicial' s numbers and I know they had cuts and I know that you're right, that it does impact being able to move things quickly enough and have documents ready but again, our -- everybody has been impacted by budget cuts. We are -- you know we have about 60 fewer lawyers than we had when we were at our peak. So yeah, if there's more money and there's more ability to move things and more people doing it, it would help. Moving it faster would help the caseload some. I don't know how much it would impact it. We would have to see.
REPRESENTATIVE CASE (63RD): 'Cause -- and I'll leave it at this. From what the Chief Administrator was saying was actual judges were borrowing and were waiting for cases to finish so they can get the next clerk to come to them and I think that's really what's holding up and that was the reasoning for the negotiation of the bipartisan budget, to put about $4.1 million dollars into administrative services so that we could hire those clerks, we could move things along and lower the caseload and help out with the -- the workers that are doing the justice for the most vulnerable people in our state. So with that I mean, I will dig into it a little more and find out where those positions are, where it's helping but it is disturbing to see the number of cases but I think that we tried to lower that and if that money hasn't been used yet and people aren't hired yet, we have a problem. But thank you. Thank you, Madam Chair.

REPRESENTATIVE WALKER (93RD): Thank you. Thank you, sir and we also had the same informational in New Haven and what they did say was they were in the process of hiring those positions Representative Case. The judiciary had been starting that, but as we all know it takes a little time for people to get through the process to actually get on the front line so I think that's part of the reason why we're still seeing a lag. Are there any other questions so that we can move on? Thank you very much.

CHRISTINE ROPILLO: Thank you.

REPRESENTATIVE WALKER (93RD): Oh wait, wait, I'm sorry, I'm sorry. Representative Porter just glared at me. She said, I just told you. Representative Porter.
REP. PORTER (94TH): Thank you, Madam Chair and thank you team for being before us today. One quick question just as a followup of something I heard in some of the questions. What happens if someone opts out of membership. Are they represented by the union to the same degree and capacity as a paying dues member?

CHRISTINE ROPILLO: I think that's a union decision. It's new. And so we haven't had this happen yet. So I don't know. It would be up to the union to decide whether they wanted to provide representation to non-union members or not.

REP. PORTER (94TH): Okay. So that has not been designated in the contract?

CHRISTINE ROPILLO: No.

REP. PORTER (94TH): Thank you. Thank you, Madam Chair.

REP. WALKER (93RD): Thank you, and thank you Ma'am and thank you Ma'am. Thank you for your testimony. Anthony Bento and Elise, I think that's Willis. Maybe, maybe not. Good afternoon. Thank you for being patient. Please when you speak, make sure the little red light is on the microphone and please introduce yourself when you start to talk. Thank you, go right ahead.

ELISE VILLA: Good afternoon. Good afternoon Chairperson Lesser and Walker and members of the Appropriations Committee. My name is Elisa Villa. I'm a Supervisory Assistant Public Defender for the Connecticut Division of Public Defender Services. I also serve as President of AFSCME Local 381 representing close to 200 attorneys in the Division of Public Defender Services. I'm here to speak in
favor of HR 10 and SR 10. In late 2016 our attorney staff voted to united and joined AFSCME Counsel 4. We subsequently engaged in negotiations for our first collective agreement, which is before you today in the form of House and Senate Resolutions No. 10. Sitting beside me is AFSCME Counsel 4 staff Representative, Attorney Anthony Bento who served as our chief spokesman and advocate during contract negotiations.

Like all of my colleagues I became a public defender to provide the highest quality representation to those who cannot afford to obtain private counsel. At any given moment I represent between 300 and 350 clients. Sometimes my office represents more than that per attorney. Speaking on behalf of all my coworkers who are proud public servants we urge you to approve HR 10 and SR 10. This first contract is a fair and responsible agreement that balances the needs of all stakeholders. Thank you. Anthony and I are happy to answer any questions.

REP. WALKER (93RD): Thank you and thank you for your -- for your service. Anthony would you like to make a statement or are you just --

ANTHONY BENTO: I would not.

REP. WALKER (93RD): Okay. Smart man. That's why he is an attorney. (Laughing) Any questions? You take the benefit of everyone coming before you. Thank you. Oh yes.

SENATOR KUSHNER: I'd just like to say congratulations on your first contract. I know sometimes that can be quite difficult and I heard from the earlier testimony that it was a very collaborative process so I think that should be
recognized and noted on the record that it is a good process and a collaborative one and one that I know makes it easier for me to support. Thank you.

REP. WALKER (93RD): Thank you and thank you, oh, yes. Now we've got people. Representative Lavielle.

REP. LAVIELLE (143RD): It will be brief. Thank you, Madam Chair. Just one question, and thank you very much for coming to appear before us and congratulations on the work of your office. Just a question for information, having participated in these negotiations, who is representing, not me you. Who is representing the state and the Office of Public Defender and the constituents who provide the funds ultimately that are used for the compensation of all state employees when you do these negotiations?

ELISE VILLA: Who is representing the state?

REP. LAVIELLE (143RD): Yeah. Who is representing the party that is negotiating with the union?

ELISE VILLA: The negotiations occur between the two parties are the Office of the Chief or were the Office of the Chief Public Defender, which is the state agency and AFSCME Local counsel 4 which was -- is the union. So those -- those are the two parties negotiating the contract. Now our, the contract itself, this initial contract, basically has it has been representing by Attorney Ropillo, just basically ratifies the SEBAC Agreement that's already in place. So we went through the state and --

REP. LAVIELLE (143RD): And I understand, yes.
ELISE VILLA: So I would -- I would just say that that's already been done through the State of Connecticut. The SEBAC Agreement was -- is a formal agreement but went through the Governor's office.

REP. LAVIELLE (143RD): It certainly did. All right thank you. Just wanted to clarify.

REP. WALKER (93RD): So I think that's all we have. Thank you for your testimony. Thank you for waiting around. So at this time do I conclude, do I conclude this public hearing? No? Just continue into the next public hearing? Okay, good.

All right. Moving right along we go into Public Hearing for Senate Resolution 11 and House Resolution 12. RESOLUTION PROPOSING APPROVAL OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE STATE OF CONNECTICUT AND JUDICIAL BRANCH AND THE JUDICIAL PROFESSIONAL EMPLOYEES UNION, JPE/AFT-CT, AFL-CIO.

Wow, all these people. Oh no, they're leaving. (Laughing) I thought all of you were coming together. I have Elizabeth Graham. Hi Libby. Good afternoon. Turn on, turn on, the little, there you go.

ELIZABETH GRAHAM: Okay. It looks like we're on now. I'll just introduce my colleagues and then give you a brief statement. Ryan Hill is the Director of Human Resource Management and unfortunately we don't have enough space to include Joy Santro, Director of Fiscal Services directly behind me. My name is Elizabeth Graham, good afternoon Representative -- Senator Osten, Representative Walker, Senator Formica and Representative Lavielle and members of the Appropriations Committee. My name is Elizabeth Graham. I'm the Executive Director of
Administrative Services for the Connecticut Judicial Branch and I'm responsible for Human Resource Management Functions including Administration Management and Negotiation of Collective Bargaining Agreements.

I'll share with you today a brief summary of events that lead to the Collective Bargaining Agreement between the State of Connecticut Judicial Branch and the Judicial Professional Employees Union, JPE/AFT-CT, AFL/CIO that's now before you for your consideration. Last year at about this time, January through April 2018 the Judicial Professional Employees Union AFT petitioned the Connecticut State Board of Labor Relations to resolve the request for union representation for the following job classifications. Permanent Law Clerk to a Supreme Court Justice, Permanent Clerks to a Pellet Court Judge, Counsel to the Chief Judge of the Appellate Court and Supervising Motion Staff Attorney. Collectively 20 individuals hold these titles.

Section 5270 of the Connecticut General Statutes define -- excuse me, defines various employees including professional, confidential, supervisory, managerial for collective bargaining purposes. The job classifications under this agreement are categorized as professional and therefore eligible to unionize based on the existing statutory language. In fact, the Labor Board granted the petitions that they filed.

A Recognition Agreement was executed in April 2018 that outlines the parameters of the contract negotiations that followed. The Collective Bargaining Agreement was signed by both parties in January 2019. The Bargaining Agreement incorporates
existing work rules and practices associated with the job titles and Judicial Branch practice. The agreement provides the following financial benefits, which are consistent with SEBAC 2017.

In fiscal 19 a one-time lump sum payment of $2000. In fiscal 20 3.5 percent general wage increase in annual increment. In fiscal 21 3.5 percent general wage increase in annual increment. Reduced healthcare premiums, retirement contributions, pension changes and so on that are outlined in the SEBAC 2017 Agreement.

The Judicial Branch's Current Service Budget Request. For fiscal 20 and fiscal 21 contains $199 and $379 respectively to implement this agreement. The figures -- these figures are slightly different than what was originally submitted to you on January 25th because following consultation with the Office of Fiscal Analysis a mathematical error was identified. The error has been corrected and it's provided to you in the cost sheet that you now have. Additional agreement details can be found in the packet of information you received in advance of this hearing. I'd be happy to answer any questions that you may have and we hope that we can provide adequate answers.


SENATOR FORMICA (20TH): Thank you, Madam Chair. Good afternoon and thank you so much for coming today. You outlined the compliance with the -- or the lock step with the SEBAC Agreement 2017 yet you didn't put on the first two 00s that the previous contract had said. You didn't recognize those in
your contract. Is that because you were certified later than they were or the process started later so you didn't go back?

ELISE VILLA: That's exactly right. We received the petitions January through April 2018. So our timeline is, began at that point.

SENATOR FORMICA (20TH): That much further along?

ELISE VILLA: Yes.

SENATOR FORMICA (20TH): April of 18 you said?

ELISE VILLA: Yes.

SENATOR FORMICA (20TH): Okay. Thank you. And then you heard the conversations I'm sure with regard to Janis and you're recognition, I think it was on Section 8, page 5 of Article XII.

ELISE VILLA: Yes.

SENATOR FORMICA (20TH): And that's kind of a catch-all language that would kind of eliminate some of the issues that we had previous contract then?

ELISE VILLA: Yes, we made contact with the Office of Labor Relations and again, we had the advantage of a different timeline than the public defenders so it's much easier to resolve the matter because more time had transpired. The Office of Labor Relations shared this information and we imbedded it in this Collective Bargaining Agreement at their recommendation.

SENATOR FORMICA (20TH): Okay, great. Thank you. And do you know if the Attorney General will approve these contracts? Is that a normal part of how things happen as the Attorney General's Office
clarifies the language in these contracts or anything or is that?

ELISE VILLA: That is -- not to my knowledge. I think the process is in your hands at this moment. Whether or not the Office of Labor Relations connected with the Attorney General with regard to the specific recommendation surrounding Janis, I have no information about that.

SENATOR FORMICA (20TH): Yeah. I don't know that I meant just Janis. I just wonder if this kind of goes through a review of the lawyers there to make sure that it complies with Janis and other areas that it may need or need not comply? You think it's --

ELISE VILLA: I'm not familiar with any review by the AG for this particular contract.

SENATOR FORMICA (20TH): Great. Well thank you very much and thank you for the good work that your agency does.

ELISE VILLA: There are many behind me that will say thank you for that remark.

SENATOR FORMICA (20TH): Thank you, Madam Chair.

REP. WALKER (93RD): Representative Lavielle.

REP. LAVIELLE (143RD): Thank you, Madam Chair. Thank you for being here with us today and also for the work of your office. I had a question. It's perhaps the way that it's phrased but on the first page of your testimony when you mention towards the bottom that the Judicial Professional Employees Union, AFT petitioned the Board of Labor Relations to resolve the request for union representation for these classifications, so the AFT was petitioning to
resolve the request, had AFT made the original request or was that made by someone else?

ELISE VILLA: AFT made the request. The processing, Brian can certainly clarify because he's heavily involved in it, they file a petition with the Labor Board. They back up that petition with signature cards and I believe it's the very first meeting of the Labor Board with a signature to verify. Following that process it proceeds. So it was AFT following a petition -- filing a petition on behalf of select job titles.

REP. LAVIELLE (143RD): So just so we know how that works, is it customary for the union to begin that process and go out and solicit employees who want to be members and get signed cards or is the members who actually go to the union?

ELISE VILLA: I think it's both but I'll let Brian speak to that issue since he's so closely involved.

BRIAN HILL: Brian Hill, Connecticut Judicial Branch Director of Human Resources. Yeah, that which you describe, it can go in either direction. Employees speaking with union representation or union representation speaking with employees. That process can go both ways.

REP. LAVIELLE (143RD): Yeah, I'm talking particularly about initiating the process. Do you happen to know what it was in this case?

ELISE VILLA: I honestly don't know one way or the other, but it is a back and forth.

REP. LAVIELLE (143RD): Okay. Thank you. And when you are undergoing the -- undergoing is not the word I want, but when you're getting the negotiations, do
you also have input on the, let's say the constraints and where do you get the input on the constraints that your office faces and needs to be mindful of in these negotiations? Where does that input come from?

ELISE VILLA: Contract negotiations commands the highest level of attention in the Judicial Branch. Although I had direct responsibility for the contract, the importance of working with our staff and organizing our business so that we can be most effective and dispense justice efficiently is important to everyone in the organization. But to be more specific, the day to day negotiations and then challenges and hurdles that have to be overcome would come up to my office and I report to the Chief Coordinating Administrator. Does that help?

REP. LAVIELLE (143RD): It does. I -- the reason I ask is not because I have any doubt at all or lack of confidence in your abilities to conduct a negotiation but you know we have been for some time in Connecticut under pretty strong financial duress and I'm always curious as to when there are union negotiations are going on, how much of the taxpayer side plays a role in the negotiations. And again, I’m not challenging anything you may have done, I was just curious. I was seeking the opportunity to ask, you know how does that filter through and how are the constraints that you need to respect in that regard provided to you? Okay. Well, thank you very much. Madam Chair, thank you.

REP. WALKER (93RD): Thank you. And I just want to remind you that the lawyers in the cases, they're all taxpayers so I just want to make sure. Thank you. Representative Case.
REP. CASE (63RD): Thank you, Madam Chair. A quick technical question not being a lawyer but going through. On the front page it's January 2019 through January 30, 2022; correct? We see that?

ELISE VILLA: Oh, I'm sorry, the front page of the contract yep, uh-huh.

REP. CASE (63RD): If you go to page 10, for the contract year 21-22 increases in the base salaries effective 20-21 shall be negotiated between the parties.

ELISE VILLA: Uh-huh.

REP. CASE (63RD): So.

ELISE VILLA: Excuse me. Forgive me, I just go to the page. What section are you?

REP. CASE (63RD): Section F.

ELISE VILLA: Got it, yep.

REP. CASE (63RD): The front page says this contract goes through 2022. Section F says 2021 and 2022 will be negotiated.

ELISE VILLA: Yes, yes. This particular provision is a non-binding wage reopener. The intention here was to allow the parties, and it was at the request of the union, to begin the conversation about the work rules. It takes a great deal of time to negotiate a contract and the thought was that if those conversations could start earlier then the health and pension benefits governed by SEBAC which are not part of -- not within the authority of Branch to negotiate and the wages that SEBAC generally recommends all contracts adopt, would catch up with the process. So basically it was an
opportunity to begin the conversation early with the union to negotiate the contract on work rules.

REP. CASE (63RD): I'm not quite understanding that. The contract that we're looking to vote on goes through 2022 and it says years 2021 and 2022 would be negotiated. So wouldn't those already be ratified in this contract if the front page says this contract goes through 2022, but then if you look at page 10 we're going to renegotiate 2021 and 2022?

ELISE VILLA: It's just the salary piece and it's that last fiscal year.

REP. CASE (63RD): So that is an unknown in this contract right now? So we've ratified a contract without knowing what 21-22 is?

ELISE VILLA: We wouldn't be in a position to agree on a salary level because that's traditionally the Offices of SEBAC Coalition.

REP. CASE (63RD): Madam Chair, excuse me. I'm just trying to quite understand. The front of this -- help me. This -- we're ratifying a contract that says ends in 2022. But there's renegotiations in 2021 for 2010-2022? Should the front page say 2021?

REP. WALKER (93RD): If I'm not -- If I'm mistaken correct me, but I believe that the contract that we have before us, the final year 2022 is what we're talking about for salary negotiation because the SEBAC covers up to 21 for salary; is that correct?

ELISE VILLA: That's correct.

REP. WALKER (93RD): So your contract because of the fact that you were -- you didn't start the negotiation until last year, you have a one year
short fall so this is standardly going to be a four year contract and that's why 22 has that stipulation for negotiation only for the -- if there's a salary increase but the rest of the information -- the other negotiations are done already through the SEBAC Agreement.

ELISE VILLA: Correct. And also as Brian is pointing out to me, the -- this particular contract is for the Permanent Law perks and other titles as I've mentioned and it falls under the broader offices of the contract that we have already ratified with AFT for our Judicial Professional employees. So that contract goes through June 30, 22.

REP. CASE (63RD): Thank you, Madam Chair. I'm sure I'll have more discussions on the floor.

REP. WALKER (93RD): I'm sure of that. Are there any other questions? Yes.

REP. PAVALOCK-D'AMATO (77TH): Page 11, the -- what is the -- Section V refers to tuition reimbursement. What is the current policy for tuition reimbursement?

ELISE VILLA: The branch has a series of polices and procedures as referenced here. The tuition reimbursement, I don't honestly know the rates for each type of reimbursement level but there are rates provided to reimburse for VA, coursework towards your Bachelor's, coursework toward your Master's -- your Master's and the rate I believe is linked to what is typically charged at the State University level and so that would be the reimbursement rate that we would provide. I can give you the specifics if you would like that in detail.
REP. PAVALOCK-D'AMATO (77TH): Yes, please. So that would be different than loan forgiveness? Would that be treated -- that doesn't include any type of loan forgiveness?

ELISE VILLA: No. This is just tuition reimbursement.

REP. PAVALOCK-D'AMATO (77TH): Okay. And just above that Section IV on that same page. It states the salary ranges for bargaining unit positions will be set forth in Appendix B. I don't have an Appendix B. I'm not sure if maybe I just lost it or if it's just not labeled?

ELISE VILLA: It's perhaps not labeled. It's the salary schedule.

REP. PAVALOCK-D'AMATO (77TH): Okay. The groups 36-37?

ELISE VILLA: Yes. And there are three pages. One for the current salary and another, the second page is labeled Effective June 21, 2019. And then there's a third page?

REP. PAVALOCK-D'AMATO (77TH): Okay. That I have.

ELISE VILLA: Okay.

REP. PAVALOCK-D'AMATO (77TH): And is the starting law clerk is that -- what is the salary then for a starting law clerk? A new law clerk? Is it $110?

ELISE VILLA: Yep. That's salary grade 36 and the range for the current pay scale is $114,000 up to $149,000. Oh, excuse me, $110, I missed the first step, $110,000 up to $149,000.

REP. PAVALOCK-D'AMATO (77TH): Okay. Than you very much. Thank you, Madam Chair.
REP. WALKER (93RD): Thank you. Are there any other questions? If not, thank you very much.

ELISE VILLA: Thank you.

REP. WALKER (93RD): So are there any other people that would like to testify today? Okay. Going once, going twice, gone. Who? Oh, thank you Representative Dillon. With that I close the public hearing. At this time I believe we are --