

RECEIVED



2019 JAN 24 PM 12:04

State of Connecticut

OFFICE OF THE HOUSE CLERK
FREDERICK J. JORTNER CLERK

DIVISION OF PUBLIC DEFENDER SERVICES

OFFICE OF CHIEF PUBLIC DEFENDER
30 TRINITY STREET, 4th FLOOR
HARTFORD, CONNECTICUT 06106

CHRISTINE PERRA-RAPILLO
CHIEF PUBLIC DEFENDER
(860) 509-6429 TELEPHONE

January 24, 2019

Frederick Jortner
Clerk of the House
Connecticut General Assembly
210 Capitol Ave. Suite 109
Hartford, CT 06106-1591

Re: Submission of Collective Bargaining Agreement between Division of Public Defender Services and Public Defender Attorneys and Supervising Attorneys, Local 381, Council 4 AFSCME AFL-CIO

Dear Mr. Jortner:

In accordance with the Joint Rules of the General Assembly and the General Statutes of the State of Connecticut, the Division of Public Defender Services submits six copies of a Collective Bargaining Agreement between the Division and the Public Defender Attorneys and Supervising Attorneys, Local 381, Council 4, AFSCME AFL-CIO. This Agreement sets forth the terms and conditions of employment for the members of this bargaining unit for the period July 1, 2017 to June 30, 2021.

Attached is the ratified collective bargaining agreement with the cost sheet. The list of sections of the Statutes and Regulations superseded by the agreement is included in Appendix C of the document.

If there are any questions concerning this agreement, or you require additional information please feel free to contact Diane Fitzpatrick, Director of Human Resources for the Division at 860-509-6432.

Sincerely,

Handwritten signature of Christine Perra-Rapillo in cursive script.
Christine Perra-Rapillo
Chief Public Defender

Enclosures

cc: Diane Fitzpatrick, Director of Human Resources
Anthony Bento, Staff Representative AFSCME Local 381
John Jaramillo, Principal Budget Specialist OPM
S. Fae Brown Brewton, Acting Under Secretary Office of Labor Relations OPM

STATE OF CONNECTICUT DIVISION OF PUBLIC DEFENDER SERVICES
AND
AFSCME LOCAL 381 PUBLIC DEFENDER ATTORNEYS AND PUBLIC DEFENDER SUPERVISING ATTORNEYS

COST SHEET FOR COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2017 TO JUNE 30, 2021

	FY 17-18	FY 18-19	FY 19-20	FY 20-21	Total
SEBAC Furloughs	(239,127)				(239,127)
SEBAC July 1 2018 Bonus			468,937		468,937
3.5% General Wage Increase			712,550	757,382	1,469,932
Annual Increment			568,379	516,670	1,085,049
Lump Sum			167,700	219,254	386,954
Longevity	620,192	620,192	703,238	762,896	2,086,326
Total	381,065	620,192	2,620,804	2,256,202	5,878,263

RECEIVED

12:04
2019 JAN 24 PM 3-09

OFFICE OF THE HOUSE CLERK
FREDERICK J. JOYNER CLERK

COLLECTIVE BARGAINING AGREEMENT

Between

STATE OF CONNECTICUT DIVISION OF PUBLIC
DEFENDER SERVICES

And

STATE OF CONNECTICUT DIVISION OF PUBLIC
DEFENDER SERVICES ATTORNEYS LOCAL 381,
AFSCME COUNCIL 4

Preamble	1
Witnesseth	1
Article 1 Recognition	1
Article 2 Management Rights	2
Article 3 Non Discrimination	3
Article 4 No Strikes Or Lockouts	3
Article 5 Union Security And Payroll Deductions	4
Article 6 Union Rights	5
Article 7 Probationary Period	8
Article 8 Appointment & Reappointment	9
Article 9 Service Ratings	9
Article 10 Personnel Records	10
Article 11 Seniority	11
Article 12 Vacation & Personal Leave	12
Article 13 Sick Leave	14
Article 14 Advanced Sick Leave	16
Article 15 Emergency Sick Leave Bank	17
Article 16 Other Leaves	18
Article 17 Holidays	20
Article 18 Hours Of Work	20
Article 19 Compensation	21
Article 20 Reduction In Force	25
Article 21 Furlough Days	26
Article 22 Dismissal, Suspension, Demotion, Or Other Discipline	27
Article 23 Grievance Procedure	30
Article 24 Group Insurance Health	33
Article 25 Job Classification And Location	34
Article 26 Travel Expense And Reimbursement	35
Article 27 Temporary Service Supervisor	36
Article 28 Transfers	36
Article 29 Outside Dual Employment	38
Article 30 Retirement	39
Article 31 Dress Code	39
Article 32 Labor Management	40
Art 33 Indemnification	40
Article 34 Miscellaneous	41
Article 35 Safety	41
Article 36 Legislative Action	42
Article 37 Savings Clause	42
Article 38 Supersedence	42
Article 39 Past Practices	43
Article 40 Duration Of Agreement	43
Appendix A Salary Schedules	44
Appendix B Longevity Schedules	50
Appendix C Supersedence	51
Signature Page	52

PREAMBLE

This Agreement is made by the Connecticut Division of Public Defender Services, hereinafter called the "Division" or the "Employer", and AFSCME Council 4, Local 381

WITNESSETH

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

Whereas the parties to this Agreement consider themselves mutually responsible to improve the public service through increased morale, efficiency and productivity;

Now, therefore, the parties mutually agree as follows:

ARTICLE 1
RECOGNITION

The Division of Public Defender Services and the Public Defender Commission herein recognizes the Division of Public Defender Services Local 381, Council 4, AFSCME, AFL-CIO as the exclusive representative of the employees in permanent positions full time positions whose job titles were placed with these bargaining units of Public Defender employees by the Connecticut State Board of Labor Relations in Cases No. SE-32,389 and SE-32,389A and Decision # 4929 & 4929-A.

This Agreement shall pertain only to the following employees whose job titles fall within the certifications issued by the Connecticut State Board of Labor Relations. Specifically, as follows:

Deputy Asst. Public Defender	Director of Juvenile Post-Conviction (Red Circled)
Asst. Public Defender	Chief of Psychiatric Defense Services (Red Circled)
Sr. Asst. Public Defender	Chief of Legal Services (Red Circled)
Sprv. Asst. Public Defender	

Once vacant The Chief of Legal Services will revert to a managerial classification.

This Agreement shall not apply to non-permanent employees appointed to nonpermanent, temporary, per diem, emergency, or seasonal positions, nor to durational positions of six (6) months or less.

When the classifications that have been red-circled become vacant by the current incumbents, the Division will determine the need for the position and if required will fill the position at the level of Supervising Asst. Public Defender.

ARTICLE 2
MANAGEMENT RIGHTS

Section One: The parties recognize that the Connecticut Division of Public Defender Services is an agency within the Judicial Branch with all management rights except appointment of all Public Defenders, which is under the purview of the Public Defender Services Commission, in assuring compliance with the laws, the Constitution of the State of Connecticut, and the United States Constitution. The parties also recognize the clients of the Division's services, including the general public demand the prompt and efficient defense of indigent individuals and insist upon the fullest protection of statutory, civil and constitutional rights.

Unless an express, specific provision of this Agreement provides otherwise, the Connecticut Division of Public Defender Services and Public Defender Services Commission acting through the Chief Public Defender, and such other officials as may be authorized to act on its behalf, retains all the rights and prerogatives of public and legal management it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent, to manage and control the operations of the Division.

Section Two: Such rights include, but are not limited to, establishing standards of productivity and performance of its employees, including establishing qualification for ability to perform work in classes and/or ratings; determining its budget; determining the organizational structure of the Division; determining the mission of an agency and the methods and means necessary to fulfill that mission, including the assignment of Assigned Counsel (Special Public Defender) in accordance with the Statutes or the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classification; classification and pay grade for newly created jobs; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; to determine the hours of work, days when, and locations where its offices will be in operation; the establishment and enforcement of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

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

ARTICLE 3
NON DISCRIMINATION

Section One. The parties agree that neither shall discriminate against any employee, because of the individual's race, color, religious creed, age, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, history of mental disorder or developmental disability, except on the basis of bona fide occupational qualifications. The parties further agree in all aspects to follow the provisions of C.G.S. Sections 46a-81c, d, e, regarding the prohibition of discriminatory employment practices.

Section Two. The parties agree to work jointly to eliminate and to prevent discrimination and to ensure equal opportunity in the application of this Agreement.

Section Three. The Employer shall not discriminate against any employee who has utilized the statutory "whistle blower" provisions and filed information with the appropriate statutory officials.

Section Four. Notwithstanding any provision of this Agreement to the contrary, the Employer will have the right and duty to take all actions necessary to comply with the provision of the Americans with Disabilities Act, 42 U.S.C. 2101, et seq. (ADA). Upon request, the Employer will meet and discuss specific concerns identified by the Union; however, this shall not delay any actions taken to comply with the ADA.

Section Five: Neither party shall discriminate against any employee on the basis of membership or non-membership or lawful activity on behalf of the exclusive bargaining agent

ARTICLE 4
NO STRIKES OR LOCKOUTS

Section One. Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sickout or any interference with the mission of any State Agency. This Article shall be deemed to prohibit the concerted boycott or refusal of overtime work, but shall be interpreted consistent with any provisions of this Agreement on distribution and assignment of overtime work.

Section Two. In any appeal of disciplinary action taken as a result of an alleged violation of this Article, the arbitrator shall have no authority to alter or modify the disciplinary penalty imposed if such penalty is less than the equivalent of a five (5) day suspension.

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

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

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

ARTICLE 5
UNION SECURITY AND PAYROLL DEDUCTIONS

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

Section Two: Union dues & initiation *fees* shall be deducted by the Division of Public Defender Services biweekly from the paycheck of each employee who signs and remits to the Division an authorization form. Such deductions shall be discontinued upon written request of an employee thirty (30) days in advance.

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

Section Four: The Division of Public Defender Services shall deduct Union dues biweekly from the paycheck of each employee who is covered by this Agreement and has elected to be a member of the union.

The Union shall promptly notify the Division of Public Defender Services in writing of any termination of Union membership.

Any changes in the amount of Union dues to be deducted shall be effective as soon as practicable, but in no event sooner than twenty-eight (28) days after receipt of written notice of such changes by the Division of Public Defender Services.

Section Five: No payroll deduction of dues shall be made from worker's compensation, unpaid FMLA or for any payroll period in which earnings received are insufficient to cover the amount of the deduction, nor shall deductions be retroactive.

Section Six: The Union shall indemnify the Division for any liability or damages incurred by the Employer in compliance with this article excluding attorneys' fees.

ARTICLE 6
UNION RIGHTS

Section One: The Union will furnish the Employer with a complete list of Union representatives designated to represent any of the employees covered by this Agreement, specifying the jurisdiction and location of each Union representative or group of Union representatives provided that the jurisdiction of each Union representative shall be limited to such geographical boundaries as are mutually agreed. The Union shall notify the Employer whenever there is a change in Union representatives or assignments.

The number of designated representative shall be set as follows:

JUDICIAL DISTRICT	REPRESENTATIVES
Bridgeport Milford Stamford	3
Danbury Waterbury Litchfield	3
New Haven Middletown	3
Hartford New Britain	3
Tolland Danielson Norwich New London	3

Section Two: Except as otherwise provided, Employer representatives shall deal with Union-designated staff representatives or Union representatives exclusively in the processing of grievances or any other aspects of contract administration.

Section Three: Access to Premises. Union staff representatives shall be permitted to enter the work premises of the Employer at any reasonable time for the purpose of discussing, processing, or investigating filed or potential grievances or otherwise performing Union business, provided that (1) they make arrangements with the Supervisor of the employee prior to their arrival and give notice of their presence immediately upon arrival to the supervisor in charge, and (2) they do not interfere with the performance of duties. The Union will furnish the Employer with a current list of its staff personnel and their jurisdiction and shall maintain the currency of said list.

Section Four. Role of Steward in Processing Grievances. The steward will obtain permission from his/her immediate supervisor when leaving the work assignment to carry out steward duties in connection with this Agreement. When contacting an employee, the steward will first report to and obtain permission to see the employee from the employee's supervisor. Such permission will be granted unless the work situation or an emergency demands otherwise. If the immediate supervisor is unavailable, permission will be

requested from the next level of supervision. Such requests shall include names (employee's), work location and approximate time (anticipated) that will be needed. The steward will report back to his/her supervisor upon completion of such duties and return to work without a loss in pay or benefits. The Union will cooperate in preventing abuse of this Section.

Only one (1) steward shall represent a grievant at any given time.

Stewards thus engaged will report back to their supervisors on completion of such duties and return to their job and will suffer no loss of pay or other benefits as a result thereof. The Union shall cooperate in preventing abuse of this section.

Stewards performing these tasks shall code their timesheets as follows:

LUBEA Employee Agency	Union Steward	Paid leave for union stewards and other union officials to attend to contract administration duties at the steward's or official's own agency and work site that does not involve the participation of management representatives (e.g. meet with an employee(s) to process a grievance).
LUBEO Employee Outside Office	Union Steward	Paid leave for union stewards and other union officials to attend to contract administration duties away from the steward's or official's own agency and/or work site that does not involve the participation of management representatives (e.g. meet with an employee(s) to process a grievance).
LUBMR Mgmt. Rep	Union Steward with	Paid leave for union stewards and other union officials for activities that involve the participation of management representatives, such as attending grievance conferences, arbitrations or prohibited practice conferences, representing employees at investigatory interviews or pre-disciplinary meetings (Loudermill), and/or participating in labor management meetings.
LUBCN		Paid leave for members of the bargaining team for negotiations sessions. MUST BE APPROVED BY HUMAN RESOURCES

Section Five. Bulletin Board. The Division will continue to furnish reasonable bulletin board space in each institution, which the Union may utilize for its announcements. Bulletin board space shall not be used for material that is of a partisan political nature or

is inflammatory or derogatory to the State employer or any of its officers or employees. The Union shall limit its posting of notices and bulletins to such bulletin board space.

Section Six. Access to Information. The Employer agrees to provide the Union, upon request and adequate notice, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. The Union shall reimburse the State for the expense and time spent for photocopying extensive information and otherwise as permitted under State Freedom of Information Law. The Union shall not have access to privileged or confidential information.

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

Section Seven: Subject to prior written approval from Division's Human Resources office, paid union leave may be granted to Union officers, stewards, delegates or designees as follows:

1. For each year of the contract, a bank of one hour per employee in the bargaining unit as of July 1 to be used for Union business and steward training shall be established. If on June 30th there is a balance of time in the bank, 10% of said time shall be rolled over into the next contract year.
2. Union business leave shall be granted as follows:
 - a. Usage shall not be unreasonably denied except where an agency emergency exists. However, if the usage would cause significant impact on the agency operations, the State and the Union shall discuss the situation and may, by mutual Agreement, postpone or cancel the leave usage.
 - b. Unless mutually agreed otherwise, the Union will give seven (7) full working days written notice requesting Union Business Leave to the Human Resources office.

The following codes shall be used on employee's timesheet when utilizing Union business leave under this section:

LUBLP Union Business Leave Paid	Paid leave for Union stewards and other Union officials when they are authorized to leave their work site on Union business leave (UBL). This time is deducted from the contractual bank of hours provided in the contract for such things as steward training, conventions etc. MUST BE PRE-APPROVED BY HUMAN RESOURCES.
--	--

Upon expiration of this Agreement and prior to approval of a successor agreement, the Union shall continue to have available leave time as provided in subsection (a) of this Section Seven. Upon approval of a successor agreement, the leave time utilized during this transition period will be deducted from what approved leave time has been incorporated into the successor agreement.

ARTICLE 7
PROBATIONARY PERIOD

Section One: Initial Probationary Period. The probationary period shall be deemed an extension of the hiring process. Permanent status in any position is attained only after the conclusion of a satisfactory probationary period of one year of continuous service and approval of the Public Defender Services Commission.

An employee whose performance has been deemed to be unsatisfactory during the probationary period will be notified in writing prior to the end of the probationary period that he/she will be terminated.

Dismissal of an employee during the initial probationary period shall not be subject to the grievance and arbitration procedure.

Upon mutual agreement of the parties, the probationary period may be extended up to ninety (90) days beyond the one year period.

Section Two: Promotional Probationary Period. Employees promoted to the classifications of Supervisory Asst Public Defender, Director of Juvenile Post Conviction; Chief of Psychiatric Defense Services or Chief of Legal Services shall serve nine (9) months of continuous service probationary period. Upon conclusion of a satisfactory performance and the approval of the Public Defender Services Commission the employee shall be deemed permanent in the higher level classification.

An employee whose performance has been deemed to be unsatisfactory during the promotional probationary period will be notified in writing prior to the end of the probationary period and they shall be returned to their previous class and not necessarily in the previous location based on operational needs.

The decision to remove and reassign an employee during the promotional probationary period shall not be subject to the grievance and arbitration procedure.

Upon mutual agreement of the parties, the probationary period may be extended up to ninety (90) days beyond the nine (9) month period.

Section Three: The attainment of permanent status by an employee shall not be construed to mean that the employee may not be suspended or discharged,

ARTICLE 8
APPOINTMENT & REAPPOINTMENT

Section One: Employees of the Division are employed within the Judicial Branch and referred to in the Connecticut Constitution as the Judicial Department. Therefore, pursuant to Connecticut General Statutes § 5-198, they are exempt from the classified service.

Section Two: Chapter 887 of the General Statutes establishes the Public Defender Services Commission as the appointing authority for all employees of the Division.

In accordance with CGS § 51-293, all attorneys employed by the Division are appointed by the Commission for a four-year term of office and may be removed during those terms by the commission for cause and after notice and hearing consistent with the terms of this Agreement.

Any bargaining unit vacancy in the Office of Chief Public Defender, Deputy Asst. Public Defender, Asst. Public Defender Sr. Asst. Public Defender, or Supv. Asst. Public Defender may be filled by the Commission for the balance of the term of the person he/she succeeds.

Section Three: An attorney may not be re-appointed to a four-year term if the following has occurred:

- a) The attorney has received substantiated discipline that led to a suspension that was brought before the Commission or;
- b) The attorney has been noticed that their reappointment is in jeopardy due to substantiated issues (i.e. attendance or performance) during their current term of appointment or;
- c) The attorney has received substantiated discipline against them by the Statewide Grievance Committee.

In the above stated, the attorney must have been provided notice and due process in accordance with the terms of this Agreement.

ARTICLE 9
SERVICE RATINGS

Section One: All employees shall receive an annual evaluation three months but not less than two months prior to their anniversary date (January 1, or July 1, as applicable). When the month end falls on a holiday or weekend the rating shall be deemed timely if tendered on the first business day after said weekend or holiday.

Service ratings may be issued: (1) during any Probationary Period, (2) when the employer wishes to amend a previously submitted less than good rating due to marked improvement, (3) and at such other times as the appointing authority deems that the quality of service of an employee should be recorded

Section Two: The service rating will be conducted by a supervisor or manager familiar with the employee's work and performance.

In most cases the supervisor of an employee is a member of the bargaining unit. In these cases, the supervisor is responsible for conducting a fair and unbiased review of an employee's performance. Failure to conduct a review in this manner may result in disciplinary action against the supervisor.

Section Three: The Employer retains all other contractually or statutorily permitted mechanisms for assessing employee performance. Any files maintained concerning interim conferences shall be in the form of supervisory notes and shall not be on the established rating form.

Section Four: There shall be two overall ratings: "satisfactory" and "unsatisfactory". An employee receiving an "unsatisfactory" overall rating shall not receive an annual increment, or if at the maximum for the salary schedule a lump sum payment.

Section Five: Two successive unsatisfactory service ratings shall be grounds for dismissal from State service.

Section Six: Disputes only concerning overall "unsatisfactory" may be subject to the grievance and arbitration process.

ARTICLE 10 PERSONNEL RECORDS

Section One: An employee's "personnel file" is defined as the personnel file maintained by the Human Resources office of the Division.

Section Two: An employee, on his/her request, or a Union representative, upon written authorization, shall be permitted to examine and copy during normal business hours and at his/her expense, all materials placed in his/her personnel file other than any pre-employment material or any other material that is confidential (Medical Information) or privileged. Any privileged or confidential information shall not be revealed to any party outside the Division without the written consent of the employee.

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

Section Three: In the interest of protecting the safety of Public Defenders, the Division shall not disclose to any person other than the Division or a State agency with a business need for the information:

- a) The home address or telephone number of a Public Defender;
- b) Information concerning the Public Defender's activities or organizational affiliations that could lead to discovery of his/her home address or telephone number.

Section Four: No new material derogatory to an employee shall be placed in the employee's personnel file unless the employee or the Union Steward has been afforded an opportunity to sign (indicating receipt of such material) and has received a copy of such material. Notices of proven or accepted discipline and stipulated resolutions thereof are recognized as records to be retained in the personnel file. Any disciplinary material not subsequently merged into a service rating, following the inclusion of said material into the personnel file, shall be voided after five (5) years from the date of issue, unless disciplinary action is taken for a similar type situation or issue. For purposes of this, voided shall be defined as:

- 1) Documents removed and placed in another non-personnel file;
- 2) No negative presumption can be drawn from the document and
- 3) The document is not usable in the future as a reference or a document.

Section Five: This Article shall not be deemed to prohibit supervisors from maintaining written notes or records of employee's performance for the purpose of preparing service ratings.

Section Six: Requests for information contained within a Personnel File ("Record") shall be complied with to the extent required under existing law (e.g. court order, Freedom of Information).

ARTICLE 11 SENIORITY

Section One: Seniority shall be defined as an employee's length of continuous full time service in the Division of Public Defender Services. Any part time service shall be prorated in accordance with the number of hours worked by the employee.

Section Two: Seniority shall not be computed until after completion of the initial Probationary Period.

Section Three: Seniority shall accrue during the following:

- a. Authorized FMLA Leave
- b. All paid leaves provided that employee returns to work immediately following the leave
- c. Military leave granted in accordance with Article 16
- d. Unpaid medical leave of absence following exhaustion of sick leave for up to nine (9) months for an employee with permanent status provided that the employee returns to work immediately following the leave.
- e. Workers Compensation leave

Section Four: Seniority shall be deemed broken by:

- (1) termination of employment caused by resignation, dismissal or retirement;
- (2) Failure to report for five (5) consecutive working days without authorization.

Credit for seniority up to a break in service shall be restored to an employee who is reemployed within one (1) year of a service break.

ARTICLE 12
VACATION & PERSONAL LEAVE

Section One: Permanent employees are eligible to accrue vacation leave after the first full month of employment.

Section Two: Vacation is accrued on a monthly basis in accordance with State statutes and regulations. The following accrual schedule shall apply per completed calendar month of service:

0-9 completed years of full time service 1.25 days per calendar month

40 hrs. = 10 hrs.
37.5 hrs. = 9.37 hrs.
35 hrs. = 8.75 hrs.

10 plus completed years of full time service 1.66 days per calendar month

40 hrs. = 13.33 hrs.
37.5 hrs. = 12.5 hrs.
35 hrs. = 11.66 hrs.

Vacation leave does not accrue when during a calendar month an employee is off the payroll for an aggregate of more than three (3) of the employee's working days.

Section Three: Unused vacation accruals may accumulate up to a maximum of the hourly equivalent of one-hundred twenty (120) days. After an employee has attained this maximum accrual, vacation hours will not accrue again until the balance drops below the maximum. Example: January 120 days- no accrual; February 120 days takes two days- will accrue.

Section Four: Taking Vacation Time. An employee shall be allowed, subject to the approval of his supervisor, to choose the time of his vacation. In the event of conflicting schedules of leave, seniority shall prevail, provided the more senior employee has chosen the time of his vacation within sixty (60) days of the commencement date of the vacation. Seniority for purposes of this paragraph shall be defined as aggregate service as a full-time employee in the Division

Any employee wishing to use more than the hourly equivalent of twenty-five working days accrued vacation time in any one calendar year must first obtain the approval of the Chief Public Defender.

Section Five: Personal Leave. Full-time permanent employees of the Division who are eligible to accrue sick and vacation leave will be granted the hourly equivalent of three

(3) days of personal leave of absence on January 1st of each year. Permanent part-time employees are granted personal leave on a pro-rated basis.

Personal leave is granted to new employees in permanent positions at the conclusion of six months of continuous service, during which period they have not been on a leave of absence without pay for more than ten (10) working days.

Personal leave of absence shall be for the purpose of conducting private affairs including the observance of religious holidays. Personal leave must have prior supervisory approval.

Personal leave days not taken during the calendar year are not accumulated from year to year and shall expire on December 31st of each year.

Section Six: Vacation and Personal leave day accruals are posted on the individual employee's paycheck each week. It is the responsibility of the individual employee to keep track of their accrual balance when requesting time off.

If an employee does not have the time available and takes it, they will be charged for unauthorized leave without pay for the time unless approval is received ahead of time.

Section Seven: Payment of Accrued Vacation Time on Termination of Employment.

- a) On termination of employment each eligible employee shall be granted lump sum payment for vacation leave accrued and unused up to and including the last full calendar month of work. The amount paid shall be equal to the employee's hourly rate, which shall be based upon the employee's salary at the time of his termination or retirement.
- b) In the event an employee, other than one whose compensation is fixed by statute, dies, a lump sum payment shall be made for all vacation leave accrued to him/her and unused at the time of his/her death. The amount paid shall be equal to the salary the deceased employee would have received had he/she remained in the service of the Division until the expiration of such vacation period. Such payment shall be made to the surviving beneficiary or beneficiaries lawfully designated by the employee under the state employees retirement system or, if there is no such designated beneficiary or beneficiaries, to the estate of the deceased.
- c) An employee who voluntarily terminates his/her employment shall normally give two (2) weeks' notice of termination. No vacation time will be granted during this period. Failure of an employee to provide such notice may result in his/her resignation recorded as "not in good standing."

ARTICLE 13
SICK LEAVE

Section One: Accrual. Full-time permanent employees shall accrue sick leave at the rate of one and one-quarter (1.25) day per completed calendar month of service:

- a) 10 hours for employees working 40 hours per week
- b) 9.37 hours for employees working 37.5 hours per week
- c) 8.75 hours for employees working 35 hours per weekdays

Eligible permanent part-time employees who work over twenty (20) hours per week shall accrue on a pro-rated basis. Accrued sick leave may not be used until the month after it is accrued.

- a) Leave starts to accrue only on the first working day of the calendar month and is credited upon completion of the month.
- b) Employees shall not accrue sick leave for the first calendar month of employment unless they commence employment on the first working day of the calendar month.
- c) No sick leave will accrue when an employee is on leave of absence without pay for an aggregate of more than three (3) work days.
- d) Sick leave shall accrue for the first twelve (12) months in which a Division employee is being paid workers compensation benefits relating to not being able to work or paid sick leave benefits under the provisions of the General Statutes.

Section Two: Use of sick leave. Sick leave to the extent accumulated by the employee and credited to their accrual balance shall be granted to an eligible employee under the following circumstances:

- a) For medical, dental or eye examination or treatment for which arrangements cannot be made outside of working hours. If patterns of full days are taken for these appointments, the Division may request medical certification.
- b) In the event of death in the immediate family, immediate family means spouse, father, mother, sister, brother or child and any relative who is domiciled in the employee's household. The employee may use up to five (5) days of accrued sick leave.
- c) In the event of critical or severe injury/illness to a member of the immediate family requiring the assistance of the employee, up to ten (10) days of accrued sick leave in a calendar year.
- d) In the event of attending a funeral for individuals other than members of the immediate family, if permission is requested and granted by the employee's supervisor. The employee may use one (1) day of accrued sick leave and providing that not more than three (3) days shall be used during the course of the calendar year.

Section Three: If an employee becomes ill during a period of authorized vacation, they may file a request along with an acceptable medical certificate verifying that the employee would have been unable to work on the days or days originally requested as vacation, they will be permitted to use accrued sick leave for those days.

Section Four: Medical Certificate. An acceptable medical certificate, which shall be on the form prescribed by the Commissioner of Administrative Services or a form signed by a licensed physician or other practitioner whose method of healing is recognized by the State providing the same basic information, may be required of an employee by the Division to substantiate a request for sick leave for the following reasons:

- a) Any period of absence consisting of more than five (5) consecutive working days;
- b) To support request for sick leave more during annual vacation;
- c) Leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified that a certificate will be required;
- d) Leave of any duration when evidence indicates reasonable cause for requiring such a certificate, except cases of alleged misconduct.
- e) The Division may request that a further examination is required by a Physician chosen by the Division.

Section Five: A quarterly review of sick leave usage will be conducted agency wide. Employees and their supervisor who have had high occurrences and/or tandem occurrences in accordance with Administrative Policy #501 "Attendance" of the Division of Public Defender Services Administrative Policy & Procedure Manual shall be notified and action taken as prescribed in said policy.

Section Six: The provisions of § 504 "Use of Accrued Sick Leave" of the Division of Public Defender Services Administrative Policy & Procedure Manual remains in effect.

Section Seven: Compensation for Unused Sick Leave Accrual upon Retirement. Each eligible employee in the Division shall be compensated, effective as of his/her retirement, at the rate of one-fourth (1/4) of his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days' pay.

Section Eight. Payment of Sick Leave upon Death of Employee. Upon death of an employee who has completed ten (10) years of State service, the employer shall pay to the beneficiary one-fourth (1/4) of the deceased employee's salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days' pay.

ARTICLE 14
ADVANCED SICK LEAVE

Section One: Eligibility. Employees must have completed at least five (5) years of full-time permanent employment in the Division. Employees must have first exhausted all sick, personal leave and vacation accrual balances. Employees must not have had any attendance issues that required intervention of Human Resources.

Advanced sick leave will only be granted in cases of serious illness or injury which result in extended periods of absence.

Employees who have an open balance of advanced sick leave will not be eligible for additional advanced sick leave.

Section Two: Eligible employees shall submit in writing a request to the Director of Human Resources. Said request shall be made in advance indicating the following:

- a) If all accrual balances have been depleted due to an extended period of illness or injury
- b) A medical certification indicating the reason and anticipated dates of extended absence.

Section Three: Advanced sick leave if granted shall be on the basis of one (1) day at full pay for each completed year of full-time service. In no case shall advanced sick leave exceed thirty (30) days at full pay.

Section Four: Repayment. In that advanced sick leave is considered an advancement of compensation, it is required that it be repaid to the Division.

Once an employee has returned to work and has accrued five (5) days of sick leave, they will be required to repay the balance of advanced leave through deductions to their sick leave accrual balance of 50% for each month until a full repayment had been made. Example: after the month in which they have achieved a balance of five (5) sick leave days, the next month ½ of the scheduled accrual will go to the individual employee 's accrual balance and ½ will go towards repayment of the advanced sick leave.

In the event that advanced sick leave is not repaid eighteen (18) months subsequent to it being granted, the Director of Human Resources and the employee shall work out a payment plan in which bi-weekly deductions are taken until the advanced sick leave is repaid.

If the employee separates for any reason prior to the repayment of the advanced sick leave, the dollar value of the advanced sick leave will be taken from the final paycheck. In the event that the full amount or partial amount cannot be taken from the final paycheck, the employee will be given the opportunity to pay in full the balance or the matter will be referred to the Department of Administrative Services Collection Unit for payment arrangements.

Section Five: Regulations 247-5 shall be superseded regarding this Article.

ARTICLE 15
EMERGENCY SICK LEAVE BANK

Section One: There shall be an Emergency Sick Leave Bank to be used by full-time permanent employees. The purpose of the Bank is to provide sick leave in the event of catastrophic or extended long term illnesses.

Section Two: The Fund. All members of the Bargaining Unit will be required to initially donate eight (8) hours to the Bank. Members may donate additional hours. Once the Bank reaches a balance of 1,000 hours, the members will be advised that mandatory donation will be taken. If an employee has a balance that would be impacted by a donation (under 32 hours of accrued sick leave) they shall donate the hours from their vacation accruals.

In the event that the employee has no accruals at the time of a mandatory donation, the donation shall be spread out over two months.

Section Two: Eligibility. A full time permanent employee shall be eligible to utilize the emergency Sick Leave Bank when:

- a) The employee has been employed by the Division for two (2) or more years
- b) The employee has exhausted all accrued sick leave, personal leave and vacation leave as well as advanced sick leave.
- c) They are not receiving benefits under workers' compensation.
- d) They have provided a medical certification supporting the catastrophic or extended long term illness.
- e) The employee has not been disciplined for sick leave abuse during the two (2) year period preceding the application for the benefit.
- f) The bank has not been depleted.
- g) In the judgement of the Chief Public Defender and Director of Human Resources, the extent and circumstances of the employees' usage of sick leave prior to the illness in question do not appear to abuse sick leave.

Section Three: Benefit Amount. Benefits under this Article shall be paid at the rate of one-half (½) day or a full day for each day of illness or injury. At the time of application, the employee must specify their choice. The limits of obtaining this benefit shall not to exceed a maximum of one hundred twenty days per five (5) year period per employee. Employees receiving benefits under this Article shall not accrue vacation or sick leave during the period of eligibility or be eligible for holiday or other paid leave benefits.

Section Four: Program Administration. An eligible employee requesting use of emergency sick leave may make application on the prescribed form to a Labor-Management panel established to administer the program. Said panel shall be comprised of two (2) members; one (1) from the Employer and one (1) from the Union. The panel shall have full authority to grant benefits and administer the program in accordance with

the guidelines above or as mutually agreed to. When an employee returns to work, or when sick leave benefits have been exhausted, the agency will notify the panel, in writing, with the total number of hours used by said employee.

The actions or non-actions of the panel shall in no way be subject to collateral attack or subject to the grievance-arbitration process. The panel shall not be considered a State agency, nor shall it be considered a board or other subdivision of the Employer. All actions shall be taken at the discretion of the panel, and no requests shall be conducted as contested cases.

Section Five: Regulations 247-6 shall be superseded regarding this Article.

ARTICLE 16 OTHER LEAVES

MILITARY LEAVE

Section One: A full time permanent employee of the Division shall be granted military leave and the benefits attendant thereto as provided by State and Federal law. Such military leave shall be granted upon submission to the Chief Public Defender of acceptable and official written military orders signed by a superior/commanding officer.

PREGNANCY, MATERNAL, PARENTAL & CAREGIVER LEAVE

Section One: Disabilities resulting from or contributed to by pregnancy, miscarriage, termination of pregnancy, childbirth or maternity, defined as that period of time, as certified by the attending physician, in which an employee is unable to perform the requirements of her job, will be charged to any accrued sick leave and may be charged to any other accrued leave upon the exhaustion of accrued sick leave.

After the period of paid leave, an employee who remains disabled may request a medical leave of unpaid absence to the extent provided by existing statutes and regulations, as they may be amended.

Section Two: Up to three (3) days of paid leave deducted from sick leave accruals, will be provided to a spouse in connection with the birth, adoption, or taking custody of a child, or the prenatal or postnatal care of a spouse. Vacation or personal leave may also be used for such purposes, subject to the approval of the Director of Human Resources. If medical needs are present, the employee may utilize FMLA under the Statutes.

Section Three: Holidays which occur during the period covered by the parental leave provisions of C.G.S. § 31-51kk, et seq shall not be compensated unless the employee is concurrently utilizing paid vacation, sick or personal leave, the day prior and the day after the holiday.

Section Four: Caregiver FMLA: Sick Leave may be used to care for an immediate family member if the circumstances meet the requirements for qualified family care under FMLA. The C.G.S § 31-51kk, et seq. governs this usage.

Section Five: An employee who is granted a statutory non-disability leave may request and shall be granted the financial benefits of accrued vacation or personal leave during

the period of statutory leave; however, such time, if taken during the period of statutory leave, shall not be utilized to extend the same level for a period in excess of that described in the request for such leave or statutory maximum.

CIVIL LEAVE AND JURY DUTY

Section One. Civil Leave. (a) If an employee receives a subpoena or other order of the court requiring an appearance during regular working hours, time off with pay and without loss of earned leave time shall be granted. This provision shall not apply in cases where the employee is a plaintiff or defendant in the court action. Employee must submit subpoena or other order. Employee must also submit documentation from Court as to time spent in Court. Employees are only permitted this time for actual time on these matters. The Division reserves the right to review when full days are taken for these matters.

(b) If a court appearance (not jury duty) is required as part of an employee's assignment, time spent shall be considered as time worked.

Section Two. Jury Duty. An employee who is called to serve as a juror will receive his/her regular pay less pay received as a juror for each work day while on jury duty. This provision shall not apply to "on call" jury time when the employee is able to be at work. Upon receipt of a notice to report for jury duty, the employee shall inform the personnel office immediately and provide said notice.

The Employer may request that the employee be excused or exempted from jury duty if, in the Employer's judgment, the employee's services are needed at that time.

Time spent on jury duty shall not be considered time worked for completing a working test period or trainee requirements.

If an employee is dismissed from jury duty, they are to return to work. Time will only be paid for actual time spent at jury duty. If an employee does not wish to return to work, they will be required to take vacation or personal leave. The Division reserves the right to review when full days are taken for these matters

ARTICLE 17
HOLIDAYS

Section One: For the purposes of this Article, holidays are as follows:

New Year's Day	Martin Luther King Jr Day
Lincolns Birthday	Presidents Day
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

ARTICLE 18
HOURS OF WORK

Section One: The standard workweek for all full-time employees shall be as follows:

Deputy Assistant Public Defender	Forty (40) hours per week (8 per day)
Assistant Public Defender	Forty (40) hours per week (8 per day)
Senior Assistant Public Defender	Forty (40) hours per week (8 per day)
Supervising Assistant Public Defender	Forty (40) hours per week (8 per day)
TSU Assistant Public Defender TSU Senior Assistant Public Defender	Thirty-seven and ½ per week (7.5 per day)
Director of Juvenile Post-Conviction Chief of Psychiatric Defense Services Chief of Legal Services	Thirty-five (35) hours per week (7 per day)

The standard workweek work week shall be Monday to Friday between 8:00 am and 5:30 pm.

Section Two: Scheduling of Hours. Employees shall work such hours as are required to fulfill the professional responsibilities of their positions, with the minimum daily hours as indicated in Section One of this Article.

For special programs or assignments, an employee's work schedule may be adjusted by mutual agreement for the employee and the Division

Section Three Meal Periods. Meal periods shall be either one hour or one half hour in duration and shall be scheduled close to the middle of the day consistent with operating needs of the Division. Meal periods are not compensated time and as such are not counted as work time. The voluntary omission of a meal periods, in whole or part, shall not modify the starting or leaving time schedule.

Section Four. Rest Periods. Unless precluded by existing agency policy and subject to the operating needs of any agency, employees will be scheduled to receive a fifteen (15) minute rest period in each half shift, except that operational needs may preclude such periods for courtroom personnel. The voluntary omission of a rest periods, in whole or part, shall not modify the starting or leaving time schedule.

Section Five: Scheduled Office Days: On scheduled "Office Days", Employees are required to be present at work location performing job functions. This is not considered an "Off" day.

ARTICLE 19 COMPENSATION

Section One: Salaries for the duration of this Agreement are set forth in Appendix A.

Section Two: General Wage Increases. In accordance with the 2017, SEBAC Agreement the following schedule is established:

Effective July 1, 2016	No General Wage Increase
Effective July 1, 2017	No General Wage Increase
Effective July 1, 2018	\$2,000 max one-time payment (not added to base) to all employees, or top step lump sum plus \$1,000 if greater. The top step lump sum paid shall be paid on the employee's normal increment date. These payments shall be pro-rated for employees working part-time
Effective July 1, 2019	3.5%
Effective July 1, 2020	3.5%

Section Three: Annual Increments and Payments in Lieu of Annual Increments. Annual Increments and Lump Sums shall be provided on the following schedule in accordance with the 2017 SEBAC Agreement

Effective July 1, 2019

Effective July 1, 2020

When an employee has reached the maximum step and is not eligible for an annual increase, they shall receive a Lump Sum payment of two and one-half percent (2.5%) of their annual salary payable on the date of the employee's annual increase.

When annual increments or payments in lieu of annual increments are made, the following scheduled shall be in place.

January 1st	Employees hired between October 2 nd and April 1 st , inclusive, following completion of at least nine (9) full months of paid employment
July 1st	Employees hired between April 2 nd and October 1 st , inclusive, following completion of at least nine (9) full months of paid employment

An employee who has transferred from another branch of State government will retain the annual increment date established by the branch.

Annual increments dates may be changed by the Chief Public Defender in connection with an employee's reclassification or promotion, to provide for equitable treatment among employees of the Division.

Section Four: Longevity. No employee hired on or after July 1, 2011 shall be entitled to a longevity payment; provided however, any individual hired on or after said date who has military service which would count toward longevity under current (pre-July 2011) rules shall be entitled to longevity if such individual obtains the requisite service in the future.

For those eligible for longevity, "qualifying service" includes prior service in a permanent, full-time position, whether classified or unclassified with any branch or agency of state government. Permanent part-time employees will receive longevity after the completion of the equivalent of ten years of full-time service. Other types of prior service, (e.g. war service, legislative service, Circuit Court service) may also qualify towards the ten (10) year longevity minimum under certain statutory and administrative specifications.

With the exception of unpaid military leaves, unpaid leaves of absence are not considered state service for computing length of service for longevity pay purposes.

Employees are eligible to receive a lump sum longevity payment twice a year based on service completed as of April 1 and October 1 of each year.

In accordance with the SEBAC 2017 Agreement the longevity payment scheduled for April 1, 2018 shall be paid on July 1, 2018.

Payments will be made in accordance with the following schedule:

YEARS OF QUALIFYING SERVICE	AMOUNT OF PAYMENT
10 or more but less than 15	¼ of longevity amount
15 or more but less than 20	½ of longevity amount
20 or more but less than 25	¾ of longevity amount
25 or more	Full amount

Longevity Schedule Appendix B

Section Five: Structure & Progression.

1. Deputy Assistant Public Defender:

- a. This classification shall be assigned to the first four (4) salary steps of the Attorney Pay Plan (Appendix A). In the event an employee is hired at Step Four, Step Five may be assigned pending award of Annual Increments. Placement within these four steps shall be determined by the Public Defender Service Commission in consultation with the Chief Public Defender, but shall be based on the following guideline:

Status	Hire	Progression Asst. PD
Recent Law School Graduate	Step One	Step Five
Law School Graduate with one year of paid experience	Step Two	Step Five
Law School Graduate with two years of paid experience	Step Three	Step Five
Law School Graduate with three years of paid experience	Step Four	Step Six

Experience will be seen as work directly related to the work performed by members of the Division. Incumbents in this class shall be eligible for progression to Assistant Public Defender effective as of January 1st or July 1st the date following the end of their third year of employment and provided that they have had satisfactory performance reviews.

Anniversary Date July 2nd to December 31st: January 1st Promotion Date

Anniversary Date January 1st to July 1st: July 1st Promotion Date.

- b. The employee's initial placement on the above mentioned salary schedule shall have no impact on this section.
- c. In the event that an employee is hired at Step Four and the parties have agreed that there are no Annual Increases awarded during the first three years of employment, upon completion of their third year and progression to Assistant Public Defender they will progress to Step Five.

- d. The promotion to the higher-level class will be in lieu of the award of an annual increment for the year. The incumbent shall be placed at Step Five of the classification schedule or in the case of the employees who are already at Step Five or Six; the promotion shall be calculated as the first step that will provide an increase in lieu of award of the annual increment.

2. Assistant Public Defender

- a. These classifications shall be assigned to Steps 5-20 of the Attorney Pay Plan (Appendix A).
- b. The classification of Assistant Public Defender shall start at Step 5 upon promotion into the class.
- c. The conditions precedent to step advancement on the salary plan shall be:
 - i. Satisfactory performance review
 - ii. Implementation of annual increment, in the event no annual increment is scheduled there shall be no movement within the steps.
 - iii. Approval of Commission of Public Defender Services.

3. Senior Assistant Public Defender

- a. Incumbents in this class shall be eligible to become a Senior Assistant Public Defender effective as of the scheduled annual increment date (implemented or not) closest to the end of their tenth (10) year of employment and if they have had satisfactory performance reviews.

Anniversary Date July 2nd to December 31st: January 1st Promotion Date

Anniversary Date January 1st to July 1st: July 1st Promotion Date.

- b. There is no step placement or salary increase associated with the movement to the Senior Assistant Public Defender classification.
- c. Approval of Commission of Public Defender Services.

4. Supervisory Assistant Public Defender

- a. The Public Defender Services Commission upon recommendation from the Chief Public Defender, may promote an Asst. Public Defender or Senior Asst. Public Defender to the level of Supervisory Asst. Public Defender to supervise the operational and administrative functions of a Geographical Area Courts or Work Unit
- b. Upon promotion to Supervisory Asst. Public Defender, the employee shall be placed on the step of the SA salary schedule, which provides

the employee an increase at least equal to the average annual increment on said schedule

ARTICLE 20 **REDUCTION IN FORCE**

Section One: A layoff is defined as the involuntary non-disciplinary separation of an employee due to a reduction in work force. A layoff shall not be deemed to include a non-reappointment of a person appointed for a statutory term of office.

Section Two: Employees may be laid off because of lack of work, economy, insufficient appropriation, a change in division organization, or abolition of position.

Section Three: Seniority for purposes of layoff. Seniority for purposes of layoff shall be consistent with Article 11, in that it is defined as an employee's length of continuous full time service in the Division of Public Defender Services. Part time hours shall be prorated.

If the seniority of two or more employees is the same, identification for layoff and recall shall be determined by their random lot.

Section Four: Procedures for Reduction in Force.

- 1) The least senior attorney (s) in the Division shall be laid off.
- 2) Employees who have not attained permanent status in the classification, which the layoff is to occur, shall be removed prior to any permanent employee in the classification.
- 3) The Division shall notify the incumbent in writing with as much notice as possible but not less than six (6) weeks. Such written notice shall state the reason for the layoff and a copy of said notice shall be sent to Council #4.

Section Five: Once the procedures for reduction in force described above are implemented, the Division may then utilize transfer for operational needs to fill the voids of the laid off staff. The Division shall be permitted to reallocate resources to insure that the obligations of the Division are met.

Section Six: Reemployment. A laid off employee shall be placed on a Division reemployment list in order of seniority as defined in Article 11 and Section Three herein. The employee shall remain of the reemployment list for a period of two (2) years, during which time the employee shall have reemployment rights in order of seniority to any new or vacant position, which the Division decides to fill.

An employee appointed from the reemployment list to a position in their former salary group will be placed at the same step in such group as they held when they last worked in the bargaining unit.

Section Seven: In accordance with the SEBAC 2017 Agreement, there shall be no layoff for members of the bargaining unit and/or hired prior to July 1 2017. Reduction in force may still be utilized for employees hired after July 1, 2017.

This protection from loss of employment does not prevent the Division from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job.

Section Eight: In the event of a court closure, the Division shall prepare a plan to transfer staff in accordance with the language of the collective bargaining agreement. The parties will meet to discuss the plan and its implementation. The plan in and of itself shall not be subject to the grievance process.

ARTICLE 21 FURLOUGHS DAYS

Section One: In accordance with the SEBAC 2017 Agreement that shall be three (3) mandatory furlough days for all members of the bargaining unit.

Section Two: The value of the three (3) days of compensation shall be divided by the 26 pay periods and each pay period shall be reduced by that amount.

Example:

Annual Rate 100,000	Bi-weekly Rate =3,846.15
	Daily Rate = 384.61
	Value of Three Days = 1,153.84
	Reduction Per Pay Period = 44.38

Section Three: In recognition of operational need and the member's rights to vacation and personal time, furloughs days shall not be taken on the Day before or after Thanksgiving or Christmas.

Section Four: Employees may take furlough time in tow (2) hour increments. All furlough time must be approved prior to taking the time. Employees are responsible for keeping track of their furlough time.

ARTICLE 22
DISMISSAL, SUSPENSION, DEMOTION, OR OTHER DISCIPLINE

Section One: Types of Discipline. Discipline is defined as follows:

- 1) Discharge
- 1) Demotion (An appointing authority may demote an employee for inefficiency or incompetence when the employee's performance of his duties clearly indicates he is not rendering satisfactory service)
- 2) Suspension
- 3) Denial of annual increment due to misconduct.
- 1) Letter of reprimand (An appointing authority or supervisor may reprimand an employee for just cause, if the appointing authority or supervisor believes that given the relevant circumstances the specific conduct that is the subject of the reprimand does not warrant a suspension, demotion or dismissal, but that the failure to act, involving the employee's job performance, attendance or conduct on duty of any sort warrants putting the employee on notice that such act, or failure to act constitutes just cause, and that the continuation of the specific conduct may result in more severe disciplinary action.)

Discipline shall not include the non-reappointment of a person holding a statutory term of office or appointment.

Section Two: No permanent employee shall be disciplined (Letters of reprimand or warning are not included), demoted, suspended or dismissed except for just cause. Just cause may include but is not necessarily restricted to:

- a) Conviction of a felony
- b) Conviction of a misdemeanor committed while on duty
- c) Conviction of a misdemeanor committed off duty which would impact upon the performance of job responsibilities
- d) Offensive or abusive conduct towards the public, co-workers, or clients.
- e) Two successive unsatisfactory service ratings, if filed within two years of each other.
- f) Fraud or collusion in connection the business of the State and Division
- g) Theft, willful neglect or misuse of any State funds, property, equipment, material, supplies or time.
- h) Deliberate violation of any law, state regulation or Division rule.
- i) Absence without leave for five or more working days or failure to return to duty within five working days following authorized leave.
- j) Use of and/or intoxication from alcohol or illegal drugs while on duty
- k) Insubordination, including but not limited to failure to work overtime if directed to do so.
- l) Engaging in any activity, which is detrimental to the best interests of the Division or of the State.
- m) Conflict of interest within the meaning of C.G.S. Section 5-266 (a)-1 of the regulations of State Agencies and violations of section.

Section Three: Authority to Discipline. Upon recommendation of the Chief Public Defender, the Commission is responsible for the imposing of discipline that is regarding a suspension of longer than fifteen (15) days, demotion or discharge from State service. The Commission shall follow the established procedures stated in Chapter 887 Public Defender Services § 51-293,

Section Four: After a management decision is made to impose a suspension, demotion or dismissal, the Chief Public Defender or his/her designee will offer the employee the opportunity for a pre-disciplinary (Loudermill) conference in accordance with State Administrative Regulations § 5-240-7a which states:

- a) Prior to a decision to suspend an employee, demote an employee except at the request of the employee or dismiss an employee, the appointing authority shall provide the employee with oral or written notice.
- b) Said notice shall include what form of action is being considered, and shall contain a concise statement explaining what evidence supports the imposition of the action that is being considered. The notice shall state a specific time and place for the meeting; that the employee will have an opportunity to present their side of the story and reasons why the employee feels that the action being considered should not be taken. The meeting will be held by the appointing authority or designee.
- c) If written notice is given, it may be mailed or emailed, return receipt requested, or hand delivered to the employee at work. If the notice is mailed, the time of meeting when the employee will be given an opportunity to present their side shall be no sooner than five working days following the mailing of the notice. If the notice is hand delivered to the employee at work or given orally, the time of the meeting when the employee will be given an opportunity to present their side may be any time following receipt of such notice, including immediately following the receipt of the notice unless the complexity of the charges requires additional time. In such case, the employee may request and be granted a reasonable amount of time before being required to respond.
- d) If an employee declines or fails to attend the pre-disciplinary meeting, the appointing authority may proceed with disciplinary action consistent with the notice provided under this section.

Written notice of formal disciplinary action (suspension, demotion or dismissal) shall be sent to the employee by certified mail or email or served in person. A copy of such notice shall be provided to the Union via email within twenty-four (24) hours of the notice to the employee, or by the close of the next business day.

Section Five: Notwithstanding the provisions of Section Four, advance notice of suspension or dismissal may be waived in cases where:

- a) The Chief Public Defender or their designee determines that there is probable cause that the employee's action(s) constitutes serious misconduct affecting the public, the welfare, health of safety of client's, employees or the protection of state property.
- b) The Chief Public Defender or their designee determines that there is probable cause that the employee's continued presence on the job would

severely interface with operations. Such determination shall be reviewable through the grievance and arbitration process. In these cases, a notice of discipline shall be served no later than five (5) days following the date the employee is suspended or dismissed.

Section Six: Once the investigation and pre-disciplinary meeting have been concluded, the Chief Public Defender shall make recommendations to the Commission regarding matters involving suspension over fifteen (15) days, demotion or discharge.

Section Seven: Placement of an employee on paid administrative leave shall be governed by Regulations 5-240-5a to permit investigation or to remove an employee:

- (a) where it has been determined by the Chief Public Defender or designee that there is probable cause that the employee's action(s) constitutes serious misconduct affecting the public, the welfare, health or safety of clients, the public or State employees or the protection of State property;
- (b) The Chief Public Defender or their designee determines that there is probable cause that the employees continued presence on the job would severely interfere with operations.

Paid administrative leave shall not exceed fifteen (15) workdays.

Section Eight: The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary action and shall supersede all preexisting forums. It is understood that the arbitrator's remedial powers include only reinstatement with back pay and restoration of all other rights.

Section Nine: If an employer has reason to reprimand or counsel an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. In turn, if an employee has an issue with their supervisor or other manager, it shall be done in a manner that will not embarrass the supervisor/manager before other employees and the public.

Section Ten: Investigative Interview. An employee who is being interviewed concerning an incident or action, which may subject him/her to disciplinary action, shall be notified of their right to have a Union steward or other representative present. However, this provision shall not unreasonably delay completion of the investigative interview. This provision shall be applicable to interrogation before, during or after the filing of a charge against an employee or notification to the employee of disciplinary action.

The provisions of this Section shall not be interpreted to prevent a supervisor from questioning an employee at the workplace or discussing an employee's service rating with them.

Section Eleven: Whenever practicable, the investigation, interviewing or discipline of employees shall be scheduled in a manner intended to conform to the employees work schedule, with an intent to avoid overtime. When an employee is called to appear at any time beyond their normal work time and actually testified, they shall be deemed to be

actually working. This provision shall not apply to Union Stewards or Executive Board members.

ARTICLE 23 GRIEVANCE PROCEDURE

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

Section Two: Grievances shall be filed on mutually agreed forms, which specify: (a) the facts, (b) the issue, (c) the date of the violation alleged, (d) the specific controlling contract provision, (e) the remedy or relief sought.

Section Three: A Union representative, with or without the aggrieved employee, may submit a grievance and the Union may in appropriate cases submit an "institutional" or "general" grievance in its own behalf. When individual employee(s) or in case of a class grievance, a group of employees elect(s) to submit a grievance without Union representation, the Union representative or steward shall be notified of the pending grievance. In addition they shall be provided a copy thereof, and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting but shall be provided with a copy of the written response to the grievance.

The steward shall be entitled to receive from the Employer upon request all documents furnished to the grievant pertinent to the disposition of the grievance and to file statements of position. Any adjustment of a grievance filed by an employee(s) without representation shall not be inconsistent with the terms of this Agreement.

Section Four: Informal Resolutions. The grievance procedure outlined herein is designed to facilitate resolution of disputes. It is therefore urged that the parties attempt informal resolution of all disputes and avoid the formal procedures.

Section Five: A grievance shall be deemed waived unless submitted at Step 1 within thirty (30) days from the date of the cause of the grievance or within thirty (30) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. A grievance shall be deemed waived unless subsequently processed within the time limits provided in this Agreement.

Section Six: The Grievance Procedure.

In matters involving suspensions over fifteen (15) days, demotion and discharge, once the Commission has issued a decision, if an employee seeks to grieve that decision, they shall proceed right to the Step III arbitration.

Step I. A grievance shall be submitted within the thirty (30) day period specified in Section Five to the Director of Human Resources. Such individual shall meet with the Union representative and/or the grievant within ten (10) days of the submission of the grievance, and issue a written response within ten (10) days thereafter.

Step II. The Commission at the request of the employee may review a suspension under fifteen (15) days. The Commission will not review grievances relating to lower level discipline or alleged contract language violations.

Step III. Mediation. Within fourteen (14) days after the employer's answer is due at Step I or if no conference is held within thirty (30) days, within fourteen (14) days after the expiration of the thirty (30) day period, an unresolved grievance may be submitted to mediation by the Union or by the State, but not an individual employee.

Step IV: Arbitration. Once the Mediator of the State Board has determined that the parties are at impasse, the grievance shall move to the Arbitration process.

Section Seven: Waiver of Union representation. Individual employees may submit to mediation or arbitration in cases of dismissal or suspension of more than five (5) working days once they have waived union representation. A signed document must be presented to the Division indicating the waiver of Union representation.

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

Section Nine: Settlements of Grievances. Settlements of grievances under Section Six of this Article shall be reduced to writing, signed, and a copy submitted to all parties and placed in the respective employee's personal file. Only the Director of Human Resources or designee may enter into agreements on behalf of the Division and only the AFSCME Representative may enter into agreements on behalf of the Union. Settlements shall not be considered a precedent and shall not be admissible as evidence in any arbitration proceedings.

Section Ten. Arbitration. Either party may file a matter to *mediation* or arbitration once the grievance process has been completed. The parties agree to use the services of the State Board of Mediation and Arbitration. The party filing the arbitration shall be responsible for any fees.

Submission to arbitration or mediation shall be by certified letter, postage prepaid to the Director of Human Resources. The expenses for the State Board of Mediation and Arbitration for the hearing shall be shared equally by the State and the Union or in

dismissal or suspension cases when the Union is not a party, one-half the cost shall be borne by the State and the other half by the party submitting to arbitration.

On grievances when the question of arbitrability has been raised, either party may request that the Board issue a decision on the issue of arbitrability prior to hearing the merits of the case.

The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the Board at or prior to the time of their appointment.

In cases of dismissals, demotions or suspension in excess of five (5) days, either party may request the Board to maintain a recording of the hearing testimony. In such cases, either party may also request that there be an official stenographical service provided. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof. The State will continue its practice of paid leave time for witnesses of either party.

The Board shall have no power to add to, subtract from, alter, or modify this Agreement. The Board shall have no power to grant to either party matters, which were not obtained in the bargaining process, nor to impose matters, which were not obtained in the bargaining process. The Board shall have no power to impose any remedy or right of relief for any period prior to the effective date of the Agreement, nor to grant pay retroactivity for more than thirty (30) calendar days prior to the effective date of the Agreement. The Board shall have no power to grant pay retroactivity for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I.

The Board shall render their decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties jointly agree otherwise. The Board's decision shall be final and binding on the parties in accordance with Connecticut General Statutes Section 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

The parties may, by mutual agreement, consolidate for hearing by a single arbitrator two (2) or more grievances arising out of the same or similar fact situations or involving the same issues of contract interpretation or both.

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

- (a) Dismissal of employees during the initial working test period.
- (b) Dismissal of nonpermanent employees.

- (c) The decision to layoff or non-disciplinary termination of employment. The Local President shall receive concurrent written notice of all non-disciplinary terminations.
- (d) Classification, job specifications and pay grade for newly created jobs, provided, however, this clause shall not diminish the Union's right to negotiate on pay grades.
- (e) Disputes over claimed unlawful discrimination shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact.
- (f) Any incident, which occurred or failed to occur prior to the effective date of this Agreement, with the understanding that grievances filed prior to that date shall not be deemed to have been waived because of the execution of this Agreement.
- (g) The decision to subcontract.
- (h) Satisfactory Service Ratings. Only Service Ratings with an overall unsatisfactory shall be subject to the grievance procedure.
- (i) Decisions rendered by the Commission concerning outside or dual employment.

Section Twelve. All grievance conferences, arbitrations and grievance related meetings shall be closed to the press and the public, unless the parties jointly agree to the contrary.

ARTICLE 24 GROUP INSURANCE HEALTH

Section One: Health Insurance. The terms of employee health insurance and other benefits are covered by a separate agreement pursuant to Conn. Gen Stat. § 5-278 (f) and SEBAC.

ARTICLE 25
JOB CLASSIFICATIONS & LOCATIONS

Section One: The following classifications are established for the members of this bargaining unit.

Deputy Asst. Public Defender	Chief of Legal Services (Red-Circled) (when vacated, classification will revert to management)
Asst. Public Defender	Director of Juvenile Post-Conviction (Red-Circled)
Senior Asst. Public Defender	Chief of Psychiatric Defense Services (Red-Circled)
Supervisory Asst. Public Defender	TSU Asst. Public Defender (Red-Circled)
	TSU Senior Asst. Public Defender (Red-Circled)

Section Two: The following work units or offices are established for the members of this bargaining unit:

Judicial Courts Part A	Geographical Courts (GA) Part B
Juvenile Courts	Office of the Chief Public Defender
Delinquency Defense & Child Protection	LSU Legal Services Unit
Trial Services Unit	Habeas and Innocence Project
Juvenile Post Conviction	Psychiatric Defense Unit

Section Three: The following are the established locations. The parties agree that these locations are in existence at the time of this initial collective bargaining agreement. The parties further agree that the Judicial Division is responsible for the establishments, consolidations and closures relating to the Court System. In the event of new, consolidated or closure, the Division will inform the Union and an addendum of this Article will be added to the collective bargaining agreement.

JUDICIAL DISTRICT	COURT LOCATION
LITCHFIELD	Torrington (JD & GA18)
HARTFORD	Hartford (JD, GA14, & HCC) Enfield(GA13) Manchester(GA12)
NEW BRITAIN	New Britain (JD & GA15) Bristol (GA17)
WATERBURY	Waterbury (JD & GA4)
DANBURY	Danbury(JD & GA3)
TOLLAND	Rockville (JD & GA19)
WINDHAM	Danielson (JD & GA11)
NEW LONDON	Norwich (GA21) New London (JD & GA10)
MIDDLESEX	Middletown (JD & GA9)
NEW HAVEN	New Haven (JD & GA23) Meriden (GA7)
ANSONIA/MILFORD	Milford (JD & GA22) Derby (GA5)
FAIRFIELD	Fairfield (JD & GA2)
STAMFORD	Stamford (JD & GA1) Norwalk(GA20)

JUVENILE	COURTS
Bridgeport & Stamford Juvenile	Rockville/New Britain Juvenile
New Haven Juvenile	Waterbury & Torrington Juvenile
Hartford Juvenile	Waterford/Willimantic Juvenile
Middletown Juvenile	

ARTICLE 26
TRAVEL EXPENSES AND REIMBURSEMENT

Section One: The standard State travel regulations and the Department of Administrative Services General Letter 115 regarding use of State Vehicles shall remain in force as of the date of ratification and shall be incorporated by reference, except as superseded herein.

Section Two: Mileage. The Division Motor Vehicle Policy issued January 27, 2017 shall remain in force as of the date of ratification and shall be incorporated by reference, except as superseded herein.

Section Three: Employees of the Division of Public Defender Services will be reimbursed for approved expenses incurred in the performance of their duties, subject to limitations set forth in Division policy and rules and applicable collective bargaining agreements.

Section Four: Generally, the Division will reimburse employees for reasonable business related, out of pocket expenses arising from:

- 1) Travel authorized by Supervisor or Chief or Deputy Chief or Designee
- 2) Attendance at meetings and educational programs
- 3) Necessary use of equipment (copying, phone) or services while away from office
- 4) Necessary minor expenses (e.g. mailing shipping)

With the exception of business related in state mileage reimbursement, the determination of what is a reasonable business related expense will be made by the Deputy Chief Public Defender, and should include prior approval before such expenditure occurs.

Section Five: The Reimbursable Business Related Expenses § 612 of the Divisions Administrative Policy and Procedure Manual will remain in effect.

ARTICLE 27 TEMPORARY SERVICE SUPERVISOR

Section One: An employee who is assigned by the Chief Public Defender to perform temporary service as a Supervisory Asst. Public Defender for a period in excess of fifteen (15) work days shall, commencing with the sixteenth (16th) work day, be paid for such work as if promoted to the supervisory position in accordance with Article 20, § 5 of this collective bargaining agreement

ARTICLE 28 TRANSFERS

Section One: While the Division seeks to provide opportunities to employees, they reserve the management right to determine locations and if a candidate for a transfer opportunity is appropriate for a specific office location. The Division reserves the right to determine the job classification to be transferred. Transfers may only be initiated by the Division for operational need.

Section Two: Permanent Transfers. A permanent transfer is defined as a permanent, indefinite change in duty station.

Permanent transfers shall first be attempted on a voluntary basis. There shall be two methods of seeking volunteers; the decision on which method shall be used will be with the Chief Public Defender and shall not be subject to the grievance process.

- a) Division Wide Posting of Transfer Opportunity: Every effort will be made to post transfer opportunities division wide. Once volunteers are identified, the Division will conduct interviews and determine the employee to be transferred.

In the event that only one individual volunteers and it has been determined due to extenuating circumstances, that the individual would not be an appropriate placement for the target office, the Division will review caseloads and office staffing and determine available staffing resources. When that office has been identified, the process outlined in subsection b shall be followed. The Division will meet with the Union to explain the circumstances of the decision. This will not be subject to the grievance process.

In the event that no volunteers come forward through the Division wide posting, the process outlined in subsection (b) shall be followed.

- b) Specific Office(s) Resource Distribution: When the Chief Public Defender determines that the staffing resources between two specific offices need to be reallocated, the Division shall first seek volunteers from the office. Based on the needs in the target office, the Division may determine the job classification. If there are no volunteers in the job classification, the Division will complete an involuntary transfer with the least senior in the job classification being moved.

Section Three: If an attorney refuses to accept a permanent transfer, they may bump the least senior attorney in the selected job classification in the judicial district in which the selected employee is employed. The bumped employee shall then be subject to transfer. The employee may only grieve if there is an issue concerning the seniority calculations of those effected. This will not be subject to arbitration.

Section Four: Temporary Transfers. A temporary transfer is defined as a temporary assignment away from the regular duty station. Ordinarily such transfers shall not exceed sixty (60) calendar days. No employee will be required to be in a temporary transfer status for more than one hundred twenty (120) calendar days in any calendar year unless with mutual agreement between the parties. Temporary transfers shall first be attempted on a voluntary basis. Involuntary temporary transfers shall be made in accordance with inverse seniority and in the location from which the transfer is being made.

Employees in temporary transfer status shall receive mileage in excess of what their normal commute is for their regular duty station.

Section Five: In the event of involuntary transfers, Part B and Juvenile Attorneys shall be limited to other GA and Juvenile Courts; Attorneys assigned to Delinquency Defense & Child Protection, Habeas, Innocence Project, LSU or Trial Services with no or limited Part A experience shall be limited to these specific units or GA and Juvenile Courts.

Experience shall be determined by the Chief Public Defender and not be subject to the grievance process

Section Six: Those employees who have been identified as involuntary transfers shall be provided with at least two weeks' notice.

ARTICLE 29 OUTSIDE/DUAL EMPLOYMENT

Section One: Attorneys are not permitted to practice law outside of the Division

Section Two: Attorneys may not engage in any other remunerative employment or position unless such attorney has received approval from the Public Defender Services Commission. Attorneys in the Division wishing to seek and accept outside employment must request approval prior to accepting such employment.

Section Three: Attorneys wishing to work for another State Agency while still employed with the Division must receive the approval from the Chief Public Defender and the Public Defender Services Commission.

Section Four: Outside Employment. Subject to the approvals noted in the above Sections, employment must be outside of the employees normal work hours and not interfere with, or present a conflict with the employee's duties within the Division. Such outside employment shall not involve the practice of law.

Section Five: Dual Employment. Any request for dual employment is subject to the provisions outlined in CGS § 5-208a. No State employee shall be compensated for services rendered to more than one State agency during a bi-weekly pay period, unless the appointing authority of each agency certifies that the duties performed are outside the responsibility of the agency of principal employment. Certification must also include that the hours worked at each agency are documented and received to preclude duplicate payments and that no conflicts of interest exist.

This statute applies to contractual, temporary and part time arrangements, as well as the receipt of honoraria for services rendered.

Section Six: Procedures. The following procedures are established concerning outside/dual employment

Outside Employment:

- 1) Requests for approval must be submitted in writing to the Chief Public Defender and the Director of Human Resources.
- 2) Requests must specify the nature of the proposed employment, the amount of the employee's time it would require, the days and/or hours of employment and the identify; location of employer.
- 3) The Chief Public Defender shall submit the request to the Commission with recommendations.

- 4) Such requests may be approved if the proposed outside employment will not be incompatible with the employee's duties within the Division and will not otherwise interfere with the conduct of their duties within the Division.

Dual Employment:

- 1) Requests for approval of this arrangement must be submitted in writing to the Chief Public Defender and the Director of Human Resources.
- 2) Requests must specify the nature of the proposed employment, the amount of the employee's time it would require, the days and/or hours and the identify; location and nature of the employer.
- 3) An Attorney must complete the Dual Employment Request form that will be provided by the secondary agency.
- 4) It is the Attorneys' responsibility to notify the secondary agency of their employment status with the Division.
- 5) Once completed the Attorney shall return the form to the secondary agency, who will submit the completed paperwork to the Divisions Human Resources Department.

Section Seven: Failure to follow the established policies and procedures may result in the request not being approved and disciplinary action.

Section Eight: Provisions of § 210 "Outside/Dual Employment" of the Division of Public Defender Services Administrative Policy & Procedure Manual shall remain in effect.

ARTICLE 30
RETIREMENT

The terms of retirement are covered by separate agreement pursuant to Conn. Gen. Stat. § 5-278 (f)

ARTICLE 31
DRESS CODE

Section One: Division Attorneys shall dress in a professional manner at all times when representing the Division, which includes off-site work such as field investigations, jail visits, and training, unless casual dress is necessary or specifically authorized. Attorneys must always appear for work in attire that is appropriate, professional and suitable to a law office setting.

Section Two: The provisions of § 602 "Dress Code" of the Division of Public Defender Services Administrative Policy & Procedures Manual remain in effect.

ARTICLE 32
LABOR MANAGEMENT

Section One: To facilitate communication between the parties and to promote a climate conducive to constructive employee-employer relations, a joint labor management committee may be established to discuss the implementation of this Agreement and other matters of mutual interest. The committee shall include up to four (4) representatives from each side.

Topics for the Committee to consider for agenda items are improvement of parties' relationship; efficiency, cost savings and productivity; general affirmative action matters; safety and health issues and other issues pertaining to the provisions of this Agreement. Representative from the Division's Human Resources and Staff Representative may participate in meetings.

Section Two: Labor Management committee meetings may be requested by either party and shall be scheduled at a mutually convenient time as soon as practicable. Agenda items may be submitted by both parties and provided at least one week prior to a scheduled meeting. Failure to provide agenda items will result in cancellation of meetings.

Section Three: Approved time spent in such meetings shall be charged to Union Business Leave.

Section Four: Labor Management committee shall have no authority to negotiate agreements, but may exchange letters of understanding.

ARTICLE 33
INDEMNIFICATION

Section One: The State shall continue to indemnify an employee for damage or injury, not wanton or willful, caused in the performance of his/her duties and within the scope of their employment, as provided by C.G.S § 5-141d.

Section Two: The Division shall provide counsel to an employee who is sued for malpractice, if the employee was acting within the scope or their practice/employment and was not acting in a willful or wanton manner.

Disputes over the Division's obligations to provide counsel under this Section shall be subject to expedited arbitration. In deciding questions of whether an employee was acting within the scope of their employment or in a willful or wanton manner, the arbitrator shall give due weight to the remedial purpose of the indemnification statutes.

ARTICLE 34
MISCELLANEOUS

Section One: An employee who is subpoenaed to testify in any matter concerning the discharge of duties for the Division shall promptly notify their supervisor and the Division's Legal Counsel. Any witness fee received by the employee shall be declined if any of the time spent in court in response to the subpoena occurs during the employee's normal working hours for which the employee is paid by the Division. Failure to provide such notice may result in discipline up to and including dismissal.

Section Two: Each employee shall participate in the minimum number of hours of professional development each year as prescribed by the Judicial Branch or other oversight groups.

ARTICLE 35
SAFETY

Section One: The Division shall provide a safe and secure work environment.

Section Two: The Division is receptive to all recommendations regarding improvement of apparently unsafe or unhealthy conditions. The parties acknowledge that the Division's offices are located primarily in locations owned or leased by the Judicial Department. Other Division locations are located in buildings leased and/or managed by third parties.

Once the Division determines a potentially unsafe or unhealthy condition exists, it will exert a good faith effort with appropriate third parties (Judicial Department, management companies) to alleviate or otherwise remedy the condition.

Section Three: Employees shall perform their duties in a safe manner and shall comply with the safety, security policies and procedures, regulations and accident prevention measures established by the Division and the State.

Section Four: The bargaining unit members agree to bring to the attention of the Division any conditions within the working environment deemed unsuitable under provisions of applicable laws and regulations. In the event there is a disagreement regarding whether an unsafe or unhealthy condition exists, the Union and the Division will attempt to resolve it informally.

Section Five: Disputes over unsafe or unhealthy working conditions that cannot be informally resolved shall be submitted to the Connecticut OSHA and shall not be subject to the grievance and arbitration process.

ARTICLE 36
LEGISLATIVE ACTION

Section One: The cost items contained in this Agreement and the provisions of this Agreement which supersede pre-existing statutes shall not become effective unless and until legislative approval has been granted pursuant to CGS § 5-278 (b).

The Division shall request such approval as provided in CGS § 5-278. If the legislature rejects such request as a whole or any portion thereof, the parties shall return to the bargaining table to discuss those items, which the legislature has rejected.

ARTICLE 37
SAVING CLAUSE

Section One: Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of this Agreement shall continue in force, and the parties shall immediately negotiate a substitute provision. Disputes concerning the appropriate substitute provision shall be handed as provided under CGS § 5-276a.

ARTICLE 38
SUPERSEDEENCE

Section One: The inclusion of language in the Agreement concerning matters formerly governed by law, regulation, or policy directive shall not be deemed a preemption only of those sections specifically addressed in the provisions of this Agreement. Accordingly, those sections of written policies promulgated by the Department of Administrative Services, Comptroller, Judicial Department and the Chief Public Defender or their designees of agent of the Governor shall be deemed superseded if addressed by specific provisions of this Agreement.

Statutes or regulations shall be construed to be superseded by this Agreement as provided in the Supersedence Appendix if where, by necessary implication, no other construction is tenable.

The Division shall prepare a Supersedence Appendix listing any provisions of the Agreement, which are in conflict with any existing statute or regulation for submission to the legislature.

ARTICLE 39
PAST PRACTICES

Section One: Any changes in or discontinuation of an unwritten past practice concerning wages, hours or other conditions of employment not covered by this Agreement shall be subject to a test of reasonableness. The test of reasonableness is:

- a) Whether or not there is in fact a valid, current past practice in effect, and
- b) The reasonableness of the change or discontinuation may be submitted to arbitration in accordance with the provisions of Article 24 Grievance Procedure.

ARTICLE 40
DURATION OF AGREEMENT

This Agreement covers the period July 1, 2017 to June 30, 2021. The parties acknowledge that this is the initial Collective Bargaining Agreement between the parties.

Negotiations for the successor to this Agreement shall commence with the timetable established under the CGS § 5-276a (a).

APPENDIX A
SALARY SCHEDULE
July 1, 2017 to June 30, 2018
July 1, 2018 to June 30, 2019

**Deputy Asst. Public Defender, Asst. Public Defender & Senior Asst.
Public Defender**

STEP	ANNUAL	BIWEEKLY	HOURLY
1	67,641	2,591.61	32.3951
2	70,346	2,695.25	33.6906
3	73,162	2,803.14	35.0393
4	76,087	2,915.21	36.4401
5	82,296	3,153.10	39.4138
6	85,587	3,279.20	40.9899
7	89,011	3,410.38	42.6298
8	92,571	3,546.78	44.3348
9	96,273	3,688.62	46.1078
10	100,124	3,836.17	47.9521
11	104,132	3,989.73	49.8716
12	108,294	4,149.20	51.8649
13	112,627	4,315.21	53.9401
14	117,134	4,487.89	56.0987
15	121,816	4,667.28	58.3410
16	125,475	4,807.47	60.0934
17	129,237	4,951.61	61.8951
18	133,109	5,099.96	63.7495
19	137,107	5,253.14	65.6643
20	141,217	5,410.61	67.6327

Supervisory Asst. Public Defender

STEP	ANNUAL	BIWEEKLY	HOURLY
1	93,006	3,563.45	44.5431
2	96,726	3,705.98	46.3247
3	100,595	3,854.21	48.1777
4	104,621	4,008.47	50.1058
5	108,803	4,168.70	52.1087
6	113,156	4,335.48	54.1935
7	117,684	4,508.97	56.3621
8	122,389	4,689.23	58.6154
9	127,285	4,876.82	60.9602
10	132,374	5,071.80	63.3975
11	136,345	5,223.95	65.2993
12	140,438	5,380.77	67.2596
13	144,648	5,542.07	69.2759
14	148,987	5,708.31	71.3539

Asst. Public Defender TSU

STEP	ANNUAL	BIWEEKLY	HOURLY
1	119,275	4,569.92	60.9323
2	123,397	4,727.85	63.0381
3	127,523	4,885.94	65.1458
4	131,649	5,044.02	67.2536
5	135,777	5,202.18	69.3625
6	139,901	5,360.19	71.4692
7	144,027	5,518.28	73.5770
8	148,153	5,676.36	75.6848
9	152,281	5,834.52	77.7936

Director of Juvenile Post-Conviction Chief of Psychiatric Services & Chief of Legal Services

ANNUAL	BIWEEKLY	HOURLY
156,996	6015.17	85.9310

APPENDIX A
SALARY SCHEDULE
July 1, 2019 to June 30, 2020
3.5% GWI

**Deputy Asst. Public Defender, Asst. Public Defender & Senior Asst.
Public Defender**

STEP	ANNUAL	BIWEEKLY	HOURLY
1	70,008.44	2,682.32	33.5289
2	72,808.11	2,789.58	34.8698
3	75,722.67	2,901.25	36.2656
4	78,750.05	3,017.24	37.7155
5	85,176.36	3,263.46	40.7933
6	88,582.55	3,393.97	42.4246
7	92,126.39	3,529.75	44.1218
8	95,810.99	3,670.92	45.8865
9	99,642.56	3,817.72	47.7215
10	103,628.34	3,970.43	49.6304
11	107,776.62	4,129.37	51.6172
12	112,084.29	4,294.42	53.6802
13	116,568.95	4,466.24	55.8280
14	121,233.69	4,644.97	58.0621
15	126,079.56	4,830.63	60.3829
16	129,866.63	4,975.73	62.1967
17	133,760.30	5,124.92	64.0614
18	137,767.82	5,278.46	65.9808
19	141,905.75	5,437.00	67.9625
20	146,159.60	5,599.98	69.9998

Supervisory Asst. Public Defender

STEP	ANNUAL	BIWEEKLY	HOURLY
1	96,261.21	3,688.17	46.1021
2	100,111.41	3,835.69	47.9461
3	104,115.83	3,989.11	49.8639
4	108,282.74	4,148.76	51.8595
5	112,611.11	4,314.60	53.9325
6	117,116.46	4,487.22	56.0903
7	121,802.94	4,666.78	58.3347
8	126,672.62	4,853.36	60.6670
9	131,739.98	5,047.51	63.0939
10	137,007.09	5,249.31	65.6164
11	141,117.08	5,406.78	67.5848
12	145,353.33	5,569.09	69.6137
13	149,710.68	5,736.04	71.7005
14	154,201.55	5,908.11	73.8513

Asst. Public Defender TSU

STEP	ANNUAL	BIWEEKLY	HOURLY
1	123,449.63	4,729.87	63.0649
2	127,715.90	4,893.33	65.2444
3	131,986.31	5,056.95	67.4260
4	136,256.72	5,220.56	69.6075
5	140,529.20	5,384.26	71.7901
6	144,797.54	5,547.80	73.9706
7	149,067.95	5,711.42	76.1522
8	153,338.36	5,875.03	78.3338
9	157,610.84	6,038.73	80.5164

Director of Juvenile Post-Conviction Chief of Psychiatric Services & Chief of Legal Services

ANNUAL	BIWEEKLY	HOURLY
162,490.86	6,225.70	88.9386

**APPENDIX A
SALARY SCHEDULE
July 1, 2020 to June 30, 2021
3.5% GWI**

**Deputy Asst. Public Defender, Asst. Public Defender & Senior Asst.
Public Defender**

STEP	ANNUAL	BIWEEKLY	HOURLY
1	72,458.73	2,776.20	34.7025
2	75,356.39	2,887.22	36.0902
3	78,372.96	3,002.80	37.5349
4	81,506.30	3,122.85	39.0356
5	88,157.53	3,377.68	42.2210
6	91,682.93	3,512.76	43.9095
7	95,350.81	3,653.29	45.6661
8	99,164.37	3,799.40	47.4925
9	103,130.04	3,951.34	49.3918
10	107,255.33	4,109.40	49.3918
11	111,548.80	4,273.90	53.4238
12	116,007.24	4,444.72	55.5590
13	120,648.86	4,622.56	57.7820
14	125,476.87	4,807.54	60.0943
15	130,492.34	4,999.71	62.4963
16	134,411.96	5,149.88	64.3735
17	138,441.91	5,304.29	66.3036
18	142,589.69	5,463.21	68.2901
19	146,872.45	5,627.30	70.3412
20	151,275.18	5,795.98	72.4498

Supervisory Asst. Public Defender

STEP	ANNUAL	BIWEEKLY	HOURLY
1	99,630.35	3,817.25	47.7157
2	103,615.31	3,969.94	49.6242
3	107,759.88	4,128.73	51.6091
4	112,072.63	4,293.97	53.6746
5	116,552.49	4,465.61	55.8202
6	121,215.54	4,644.27	58.0534
7	126,066.04	4,830.12	60.3765
8	131,106.16	5,023.22	62.7903
9	136,350.87	5,224.17	65.3021
10	141,802.34	5,433.04	67.9130
11	146,056.17	5,596.02	69.9503
12	150,440.70	5,764.01	72.0501
13	154,950.55	5,936.80	74.2100
14	159,598.60	6,114.89	76.4361

Asst. Public Defender TSU

STEP	ANNUAL	BIWEEKLY	HOURLY
1	127,770.36	4,895.42	65.2722
2	132,185.95	5,064.60	67.5279
3	136,605.83	5,233.94	69.7859
4	141,025.70	5,403.28	72.0438
5	145,447.72	5,572.71	74.3028
6	149,865.45	5,741.97	76.5596
7	154,285.32	5,911.32	78.8175
8	158,705.20	6,080.66	81.0755
9	163,127.21	6,250.08	83.3345

Director of Juvenile Post-Conviction Chief of Psychiatric Services & Chief of Legal Services

ANNUAL	BIWEEKLY	HOURLY
168,178.04	6,443.60	92.0515

**APPENDIX B
LONGEVITY SCHEDULE**

**Deputy Asst. Public Defender, Asst. Public Defender & Senior Asst.
Public Defender**

Years of	2017-18*	2018-19	2019-20	2020-21
10-14 years	968	968	1,002	1,037
15-19 years	1,936	1,936	2,004	2,074
20-24 years	2,905	2,905	3,006	3,111
25+ years	3,873	3,873	4,008	4,148

Asst. Public Defender TSU

Years of	2017-18*	2018-19	2019-20	2020-21
10-14 years	1,010	1,010	1,045	1,082
15-19 years	2,019	2,019	2,090	2,163
20-24 years	3,028	3,028	3,134	3,244
25+ years	4,037	4,037	4,178	4,325

Supervisory Asst. Public Defender

Years of	2017-18*	2018-19	2019-20	2020-21
10-14 years	1,076	1,076	1,114	1,153
15-19 years	2,154	2,154	2,229	2,307
20-24 years	3,230	3,230	3,343	3,460
25+ years	4,306	4,306	4,457	4,613

**April 1, 2018 payment shall be made on July 1, 2018 in accordance with SEBAC 17 Agreement.*

**Director of Juvenile Post-Conviction Chief of Psychiatric Services & Chief of Legal
Services**

Years of	2017-18*	2018-19	2019-20	2020-21
10-14 years	1,140	1,140	1,179	1,221
15-19 years	2,279	2,279	2,359	2,441
20-24 years	3,419	3,419	3,538	3,662
25+ years	4,558	4,558	4,718	4,883

**April 1, 2018 payment shall be made on July 1, 2018 in accordance with SEBAC 17 Agreement.*

**APPENDIX C
SUPERSEDEENCE**

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

ARTICLE	STATUTE
<p>Article 19 Compensation. The setting of compensation for the individuals in the classification of Director of Juvenile Post Conviction, Chief of Psychiatric Defense and Chief of Legal Services. Removes setting of compensation outside collective bargaining agreement.</p>	<p>Chapter 872 § 51-47 Chapter 887 § 51-293 (h)</p>
<p>Article 19 Compensation. The setting of compensation for Deputy Asst. Public Defender; Asst. Public Defender, Senior Asst. Public Defender and Supervisory Asst. Public Defender. Removes parody with States Attorney</p>	<p>Chapter 887 § 51-293 (h)</p>
<p>Article 22 Dismissal, Suspension, Demotion Or Other Discipline</p> <p>Article 23 Grievance Procedure. Provides for Representation.</p>	<p>C.G.S. Section 5-271 (a).</p>
<p>Article 30 Retirement (those individuals in the classification of Director of Juvenile Post Conviction, Chief of Psychiatric Defense and Chief of Legal Services).</p>	<p>Chapter 872 § 51-48</p>

For the:

State of Connecticut Division of
Public Defender Services

For the Union:

Public Defender Attorneys &
Supervising Attorneys AFSCME Local
381

Diane M. Fitzpatrick, Director of
Human Resources

Anthony J. Bento, Staff
Representative

Chief Negotiator

Chief Negotiator

Susan O. Storey Chief Public Defender

Christopher Eddy, Senior Asst. Public
Defender New Britain JD

Christine P Rapillo, Chief Public
Defender

Elisa Villa, Supervisory Asst. Public
Defender GA # 17

John Day, Deputy Chief Public
Defender

Cynthia Clancy, Supervisory Asst.
Public Defender, New Britain Juvenile

Debra Del Prete Sullivan, Legal
Counsel

Damian Tucker, Supervisory Asst.
Public Defender New Britain JD

Paula Lohr, Human Resources Officer

Milton I. Walsh, Supervisory Asst.
Public Defender GA# 12

Ann Guillet, Senior Asst. Public
Defender GA# 13

Mark Rademacher, Senior Asst. Public
Defender LSU



For the Division of Public Defender Services

1/22/2019

Date

1/22/2019

For the Union

Date