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ADMINISTRATIVE SERVICES DIVISION

HUMAN RESOURCE MANAGEMENT

January 25, 2019

MEMO TO: Clerk, Connecticut State Senate
Clerk, Connecticut House of Representatives ✓

FROM: Brian Hill, Director *BHill*

SUBJECT: Collective Bargaining Agreement between the State of Connecticut
Judicial Branch and the Judicial Professional Employees Union, JPE/AFT-CT, AFL-CIO

In accordance with Section 5-278 (b) of the Connecticut General Statutes, enclosed
please find copies of a negotiated agreement between the Judicial Branch and the
Judicial Professional Employees Union.

This is a new bargaining unit, certified by the State Board of Labor Relations in Case
Numbers SE 33,044, SE 33,127, SE 33,154, and SE 33,151.

The Judicial Branch Current Services Budget Request for FY 20 and FY 21 contains
\$191K and \$201K, respectively, to implement this agreement.

BH/vpm

Att.

Cc: Neil Ayers, Director, Office of Fiscal Analysis
Don Chaffee, Office of Fiscal Analysis
Melissa McCaw, Secretary, Office of Policy and Management
Fae Brown-Brewton, Acting Undersecretary of Labor Relations
Melissa Farley, Judicial Branch, Executive Director of External Affairs
Paul Hartan, Judicial Branch, Chief Administrative Officer, Supreme/Appellate
Deborah Kern, President, JPE
Marshall Segar, JPE

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COLLECTIVE BARGAINING AGREEMENT

between

STATE OF CONNECTICUT JUDICIAL BRANCH

and

**THE JUDICIAL PROFESSIONAL EMPLOYEES UNION
JPE/AFT-CT, AFL-CIO**

**Permanent Law Clerks to a Supreme Court Justice
Permanent Law Clerks to Appellate Court Judge
Counsel to the Chief Judge of the Appellate Court
Supervising Motions Staff Attorney – Appellate Court**

January 1, 2019- June 30, 2022

COLLECTIVE BARGAINING AGREEMENT
between
STATE OF CONNECTICUT JUDICIAL BRANCH
and
THE JUDICIAL PROFESSIONAL EMPLOYEES UNION
JPE/AFT-CT, AFL-CIO

Permanent Law Clerks to a Supreme Court Justice
Permanent Law Clerks to Appellate Court Judge
Counsel to the Chief Judge of the Appellate Court
Supervising Motions Staff Attorney – Appellate Court

January 1, 2019 - June 30, 2022

ARTICLE 1.

Preamble

The State of Connecticut, acting by and through the Chief Court Administrator of the Connecticut Judicial Branch, hereinafter called "the Judicial Branch" or "the Employer," and the Judicial Professional Employees Union, JPE/AFT-CT, AFL-CIO, hereinafter called "the Union,"

Witnesseth:

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

Whereas the parties to this Agreement consider themselves mutually responsible to improve the public service through increased morale, efficiency and productivity; Now, therefore, the parties mutually agree as follows.

ARTICLE 2.

Recognition

Section 1. The Judicial Branch of the State of Connecticut herein recognizes the Judicial Professional Employees Union JPE/AFT-CT, AFL-CIO, as the exclusive representative of the employees in the job classifications of Permanent Law Clerk to a Supreme Court Justice, Permanent Law Clerk to Appellate Court Judge, Counsel to the Chief Judge of the Appellate Court, and Supervising Motions Staff Attorney – Appellate Court regularly working 20 or more hours per week whose job titles were placed within a separate unit of the Judicial Professional Employees Union by agreement of the parties

before the Connecticut State Board of Labor Relations in Case No. SE-33,044, SE 33,127, SE 33,154, and SE 33,151.

Accordingly, this Agreement shall pertain only to those employees whose job title falls within the agreements above cited and shall not apply to employees who are paid on the temporary or term payroll. Persons otherwise eligible serving a working test period are included.

ARTICLE 3.
Non-Discrimination

Section 1. Neither party shall discriminate against an employee on the basis of membership or nonmembership in, or lawful activity on behalf of, the exclusive bargaining agent.

ARTICLE 4.
No Strikes - No Lockouts

Section 1. (a) The exclusive representative shall not engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slow-down, concerted withholding, interruption or disruption of services, sick-out, or any interference with the mission of the Judicial Branch. This Article shall be deemed to prohibit the concerted boycott or refusal of overtime work.

(b) Similarly, employees shall not engage in, induce, support, or encourage such activities.

Section 2. The Union shall exert its best efforts to prevent or terminate any violation of Section 1 of this Article.

Section 3. The Employer agrees that during the life of this Agreement there shall be no lockout.

ARTICLE 5.
Entire Agreement

Section 1. This Agreement, upon ratification, constitutes the complete and entire Agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified, and executed by the parties.

Section 2. With respect to any conditions of employment not addressed in this Agreement, Judicial Branch policies and practices, as the same may be amended from time to time, shall apply to members of the bargaining unit, in the same manner as they apply to

excluded employees. The Judicial Branch and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any such matters.

ARTICLE 6. Management Rights

The parties recognize the central role of the Connecticut Judicial Branch, as an independent branch of state government, in assuring compliance with the laws, the Constitution of the State of Connecticut, and the United States Constitution. The parties also recognize that the users of the Branch's services, including the general public, demand the prompt and efficient adjudication of complaints and disputes, and insist upon the fullest protection of statutory, civil, and constitutional rights.

Unless an express, specific provision of this Agreement provides otherwise, the Connecticut Judicial Branch, acting through the Justices of the Supreme Court, the Chief Court Administrator, and such other judges and officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent, to manage and control the Branch.

Such rights include but are not limited to establishing standards of productivity and performance of its employees, including establishing qualifications for ability to perform work in classes and/or ratings; determining its budget, its mission, and the methods, means, and personnel necessary to fulfill that mission, including the contracting out, or the discontinuation of, services, positions, or programs in whole or in part; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other disciplinary action against its employees; the layoff of its employees because of lack of work or other legitimate reasons as stated in Article 11 (Reduction in Force); to determine the hours, days when, and locations where the courts will be in operation; to enforce existing rules and regulations for the governance of the Branch and to add to, eliminate, or modify such rules or regulations as it deems appropriate; and to take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

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

All work performed by Permanent Law Clerks to a Supreme Court Justice, Permanent Law Clerks to Appellate Court Judge, Counsel to the Chief Judge of the Appellate Court and Supervising Motions Staff Attorney – Appellate Court is not exclusive to these job classifications and may also be performed by other Branch employees outside of this bargaining unit.

ARTICLE 7.

Union Security and Payroll Deductions

Section 1. 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 2. Union dues shall be deducted by the Employer biweekly from the paycheck of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee 30 days in advance.

Section 3. Any changes in the amount of Union dues to be deducted shall be effective as soon as practicable, but in no event sooner than 28 days after receipt of written notice of such changes by the Office of the Chief Court Administrator.

Section 4. No payroll deduction of dues shall be made from workers' compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be retroactive.

Section 5. Payroll deductions of Union dues shall not be made for other employee organizations not a party to this Agreement.

Section 6. The Employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues, provided any such payroll deduction has been approved by the Employer in advance.

Section 7. The Union shall indemnify the Judicial Branch for any liability or damages incurred by the Employer, excluding attorneys' fees, in compliance with this Article.

Section 8. The provisions of this Article are intended to comply with the decision of the U.S. Supreme Court in Janus vs. AFSCME Council 31. The parties reserve the right to revise these provisions by mutual agreement.

ARTICLE 8.

Union Rights

Section 1. Within 90 days of the execution of this Agreement, the Union will furnish the Employer with a complete list of stewards designated to represent employees covered by this Agreement.

Section 2. Orientation and Training. The Employer will provide each new employee with a copy of the collective bargaining agreement then in force and will furnish

such employee with the name(s) of his/her steward(s). The Judicial Branch shall provide the Union with a list of new employees within a reasonable period of time after they are hired.

Section 3. Access to premises. The Employer shall provide a location for Union staff representatives to meet with bargaining unit member(s) for the purpose of discussing, processing or investigating filed or potential grievances or otherwise performing union business, provided that they (1) give reasonable advance notice to the Chief Court Administrator or his designee, and (2) they cooperate in scheduling their meeting so as not to interfere with the performance of duties.

Section 4. Stewards. Stewards may leave their work assignments with pay to carry out their duties, provided they first obtain permission from their immediate supervisor and the immediate supervisor of the employee with whom they wish to meet, or in the absence of such supervisor(s), from the Chief Court Administrator or his designee.

Section 5. Union business leave. One steward shall be given time off with pay to attend any meeting scheduled by the employer pursuant to the grievance procedure. Attendance by any necessary witness(es) shall be subject to agreement between the parties. Attendance by one representative of the Union at monthly meetings of JPE/AFT-CT shall be paid for by the bank of hours provided in Article 8, Section 7 of the 2016-2022 contract between the Employer and JPE. With the exception of the preceding sentence, union rights under this article shall be limited to the business of the bargaining unit covered by this Agreement.

ARTICLE 9. **Probationary Period**

Section 1. (a) The probationary period shall be deemed an extension of the hiring process, or, where applicable, the examination process. Accordingly, permanent status in a duly authorized full-time or part-time position will be attained by the employee after the conclusion of a satisfactory probationary period of twelve (12) months of continuous employment, unless, prior to the conclusion of such period, the Justice, Judge, or designee to whom the employee reports submits notice in writing, to the Chief Court Administrator of the Judicial Branch that the employee is unable or unwilling to perform his duties so as to merit continuance in such position and is, consequently, to be terminated as of a specific date not later than the termination date of the applicable probationary period.

(b) Upon receipt of such written notification at any time within the twelve (12) month period, the Chief Court Administrator or his designee shall remove the employee's name from the payroll effective on the date specified in the written notification, unless the employee is appointed to another position in the Judicial Branch for which he/she may be better suited.

(c) The Judicial Branch reserves the right to extend the probationary period for a period not to exceed three (3) months. If the Branch decides to invoke this extension provision, it must inform the probationary employee in writing prior to the expiration of the normal twelve (12) month probationary term. It is the understanding of the parties that such extensions are to be considered rare exceptions to the normal twelve (12) month probationary period.

Section 2. The attainment of permanent status by an employee shall not be construed to prohibit or restrict the discharge or suspension of the employee.

Section 3. Employees promoted to a higher position in the bargaining unit shall serve a six (6) month probationary period in that position, subject to the pertinent provisions of Section 1 (a) and 1 (b) of this Article. Upon receipt of written notice of unsatisfactory performance, the employee shall be offered a position similar to that from which he/she was promoted. Neither the offer nor the acceptance of such a position shall be deemed a demotion.

ARTICLE 10. **Grievance Procedure**

Section 1. Definitions; Purpose. A grievance is defined as a dispute concerning

(a) An alleged violation, misinterpretation or misapplication of a specific provision of this Agreement; or

(b) A claim that an employee who has attained permanent status has been terminated, demoted or suspended without pay, without just cause.

Section 2: Authority to Discipline. Discipline may be imposed by any designee of the Chief Court Administrator who is not a member of the bargaining unit.

Section 3: Format. Grievances shall be filed on mutually agreed upon forms and shall specify in reasonable detail: (a) the facts; (b) the issue; (c) the date of the violation alleged; (d) the controlling contract provision; (e) the remedy or relief sought. A copy of every grievance filed shall be forwarded to the Manager of Labor Relations simultaneously with its filing at any step.

In the event a form is unclear or incomplete and not in compliance with this Section, the Employer shall make his/her best efforts to handle the grievance as he/she understands it.

Section 4. Grievance Process. A Union representative, with or without the aggrieved employee(s), may submit a grievance on his/her/their behalf. A grievance shall be deemed waived unless submitted at Step 1, either

(a) within 30 days from the act or omission from which the grievance arises; or

(b) within 30 days from the date the grievant or any Union representative or steward through reasonable diligence should have known of the act or omission, whichever is later.

Attempts to resolve disputes informally without resort to the grievance procedure are encouraged. Before filing a formal grievance, employees are encouraged to discuss their concerns with his/her first supervisor in the chain of command who is outside the bargaining unit. The parties may, by mutual agreement, extend any/all time limits to effectuate efforts at informal resolution.

Step 1. Chief Court Administrator. A grievance may be submitted within the 30 day period to the Chief Court Administrator or his/her designee, who shall meet with the Union representative, or the grievant, or both, and issue a written response within 7 days after such meeting but not later than 14 days after the submission of the grievance.

Step 2. Human Resources Management. When the answer at Step 1 does not resolve the grievance, the grievance shall be submitted by the Union representative, or the grievant, or both, to the Manager of Labor Relations within fourteen (14) days of the response at Step 1. Within fourteen (14) days after receipt of the grievance, a meeting shall ordinarily be held with the employee, or the Union, or both, and a written response shall be issued within thirty (30) days after receipt of the grievance.

Step 3. Arbitration. Within 14 days after the appropriate response at Step 2, or if no response is forthcoming, after the expiration of the time limit, the Union may submit an unresolved grievance to arbitration, but no individual employee may submit a grievance to arbitration.

Notwithstanding any other provision of this Agreement, Step 3 (Arbitration) of the grievance process shall not apply in the case of a grievance defined in Section 1(b) above involving discipline less serious than a suspension without pay of more than five (5) working days, and in such cases the decision at Step 2 shall be final and binding.

Procedures for submission to arbitration, selection of an arbitrator, conduct of the arbitration, and issuance of the arbitration award, shall be as set forth in Article 10, Section 11 of the 2016-2022 collective bargaining agreement between the Judicial Branch and the Union of Professional Judicial employees.

Section 5. For the purpose of the time limits hereunder, "days" shall mean working days, unless otherwise specified. However, such "days" shall not include periods of time, including full days, where the Judicial Branch is closed as a result of inclement weather or legal holiday. The parties to the grievance procedure may, by mutual agreement, extend

time limits. The Chief Court Administrator or his designee and the Union may, by mutual agreement, waive any or all of the Steps hereinbefore cited.

Section 6. In the event that the Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits therefore shall apply as if the Employer's answer had been timely filed on that last day. The grievant assents to the last attempted resolution by failing timely to appeal said decision, or by accepting said decision in writing.

Section 7. Settlements of Grievances. Settlements of grievances shall be reduced to writing, signed, and a copy thereof shall be forwarded to the Chief Court Administrator. No settlement at Step 1 shall constitute a precedent for future grievances or arbitration, unless the parties to this Agreement agree to the contrary; accordingly, except by mutual agreement, such settlements shall not be admissible as evidence in any arbitration proceeding. Settlements at Step 2 of the grievance procedure shall be deemed precedential unless the parties expressly state to the contrary in the settlement agreement.

Section 8. Consolidation. The parties may, by mutual agreement, consolidate for hearing by a single arbitrator two or more grievances arising out of similar factual situations, or involving similar issues of contract interpretation, or both.

ARTICLE 11. **Reduction in Force**

Section 1. Judicial Branch Policy 704 (Layoffs), as the same may be amended from time to time, shall apply to members of the bargaining unit, in the same manner as it applies to excluded employees.

ARTICLE 12. **Compensation**

Section 1.

(a) For contract year July 1, 2017 – June 30, 2018 there shall be no increase in base annual salary, and no top step lump sum payment or annual increment paid to bargaining unit employees.

(b) Upon execution of this agreement, a one-time payment of \$2000.00 (not added to base salary), shall be paid to full-time (40 hours per week) bargaining unit employees who were actively employed in the bargaining unit covered by this Agreement on June 22, 2018. Part-time bargaining unit employees who work fewer than 40 hours per week shall be paid a pro-rated one-time payment of \$2000.00 (not added to base salary). These one-time payments shall qualify for pension purposes.

(c) Effective in contract year 2019-2020 and thereafter, employees at the maximum step of the salary plan who have ceased receiving annual increments shall be eligible for a lump sum payment of one thousand dollars (\$1,000) per year. The payment shall be made as of the date the increment as specified below would have applied. This payment may be denied if an employee's work performance is determined to be unsatisfactory.

(d) For contract year 2019-2020, effective June 21, 2019 and paid beginning with the check dated July 19, 2019 the base annual salary for bargaining unit employees shall be increased by three and one-half percent (3.5%). Annual increments and top step lump sum payments will be paid effective January 1, 2020.

(e) For contract year 2020-2021, effective June 19, 2020 and paid beginning with the check dated July 17, 2020 the base annual salary for bargaining unit employees shall be increased by three and one-half percent (3.5%). Annual increments and top step lump sum payments will be paid effective January 1, 2021.

(f) For contract year 2021-2022, increases in base annual salary effective July 1, 2021 shall be negotiated between the parties. Such negotiations shall commence no later than January 1, 2021. Such negotiations shall be limited to general wage increases only, unless the parties otherwise mutually agree.

Section 2. Longevity. Bargaining unit employees shall not be subject to Branch policy governing longevity benefits for excluded employees after December 31, 2018, and shall instead be subject to the following.

(a) Bargaining unit employees who have been receiving longevity benefits under salary schedules designated A, B, or C shall instead receive the salary designated for their pay group in Appendix B, effective beginning with the pay period that includes January 1, 2019.

(b) Effective January 1, 2019, bargaining unit employees who qualify for longevity credit shall be credited with all longevity time with which they would be credited if all their service time had been in a bargaining unit position, computed in accordance with existing Branch payroll practices. In no event shall any employee first hired on or after July 1, 2011 be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military services which would count toward longevity under current rules shall be entitled to longevity if they have the necessary service requirement in the future.

(c) Effective January 1, 2019, bargaining unit employees who qualify for longevity benefits at any level, shall receive such benefits in the form of semi-annual payments in April and October, in accordance with the Branch's practice applicable to all other bargaining unit employees.

(d) The parties agree that the provisions of Sections 2(a) and 2(c) of this Article, relating to the salaries of employees who have been receiving longevity amounts as part of their biweekly pay, shall be implemented effective with the pay period that includes January 1, 2019 in anticipation of approval of this Agreement by the General Assembly. If for any reason this Agreement is rejected by the General Assembly, the provisions of Section 2(a) shall be null and void, and the status quo ante with respect to the biweekly pay of such employees shall be retroactively restored.

Section 3. Salary Range. The pay groups for bargaining unit positions are as follows:

- Permanent Law Clerks to a Supreme Court Justice - 37
- Permanent Law Clerks to Appellate Court Judge - 36
- Counsel to the Chief Judge of the Appellate Court - 36
- Supervising Motions Staff Attorney – Appellate Court – 36

The salary ranges for bargaining unit positions will be set forth in Appendix B.

Section 4. Mileage and Travel Reimbursement. Judicial Branch Policy 901 (Reimbursable Business Related Expenses), as the same may be amended from time to time, shall apply to members of the bargaining unit, in the same manner as it applies to excluded employees.

Section 5. Tuition Reimbursement. Judicial Branch Policy 402 (Tuition Reimbursement), as the same may be amended from time to time, shall apply to members of the bargaining unit, in the same manner as it applies to excluded employees.

Section 6. Attendance at Conferences and Seminars. Judicial Branch Policy 405 (Attendance at Conferences and Seminars), as the same may be amended from time to time, shall apply to members of the bargaining unit, in the same manner as it applies to excluded employees.

ARTICLE 13. **Hours of Work**

Section 1. Regular Workweek. The normal work week will be forty-hours. Hours of work will be determined by management.

(a) All job functions, assignments (including “floater” assignments) and schedules are exclusively and confidentially managed by individual chambers for all Permanent Law Clerks and by the Chief Justice, Chief Judge, or their respective designees for other job classifications.

(b) The following will apply to Permanent Law Clerks to a Supreme Court Justice. Hours of work will be determined by the Justice to whom the employee reports. With prior approval of the Justice to whom they report, Permanent Law Clerks to a

Supreme Court Justice will be permitted to vary their work schedules, provided they work forty-hours per week. With prior approval of the Justice to whom they report, Permanent Law Clerks to a Supreme Court Justice will be given credit toward their regular workweek for work performed away from the office. Any such variations will be accurately recorded by the employee in his/her attendance records.

Section 2. Meal Periods. The scheduling of an employee's meal period will be determined by management.

ARTICLE 14. Vacation

Section 1. Vacation Leave Accrual and Credits. Judicial Branch Policy 506 (Vacation Leave Accrual and Credits), as the same may be amended from time to time, shall apply to members of the bargaining unit, in the same manner as it applies to excluded employees.

Section 2. Taking Vacation Time. An employee may generally be allowed, subject to the approval of management, to choose the time of his/her vacation, subject to the following:

(a) **Permanent Law Clerks to a Supreme Court Justice.** Requests to use vacation leave during the months of June and July will not be granted unless permitted under existing policy, because the operational needs of the Court require the presence of all Permanent Law Clerks to a Supreme Court Justice during that time. Application of existing policy shall be determined by the employee's immediate supervisor or his/her designee.

(b) **Permanent Law Clerks to Appellate Court Judge.** Requests to use vacation leave during the months of June and July will not be granted unless permitted under existing policy, because the operational needs of the Court require the presence of all Permanent Law Clerks to Appellate Court Judge during that time. During the months of September through May, requests to take more than ten (10) consecutive vacation days (or combination of vacation/personal leave time) will not be granted, absent extraordinary circumstances, because the operational needs of the Court require the presence of all Permanent Law Clerks to Appellate Court Judge during that time. Application of existing policy shall be determined by the employee's immediate supervisor or his/her designee.

(c) **Other job classifications.** Requests to use vacation leave during the months of June and July, and requests to take more than ten (10) consecutive days (or combination of vacation/personal leave time) will not be granted unless permitted under existing policy. Application of existing policy shall be determined at the Supreme Court by the employee's immediate supervisor or his/her designees, and at the Appellate Court by the Chief Judge or his/her designee.

(d) In no event shall an employee take more than the hourly equivalent of twenty-five (25) working days accrued vacation time in any one calendar year without first having obtained the approval of the Chief Justice/Chief Judge (or designee).

Section 3. Payment for Accrued Vacation Time on Termination of Employment. Judicial Branch Policy 508 (Payment for Unused Accrued Vacation Leave), as the same may be amended from time to time, shall apply to members of the bargaining unit, in the same manner as it applies to excluded employees.

ARTICLE 15. **Personal Leave**

Section 1. Judicial Branch Policy 510 (Personal Leave), as the same may be amended from time to time, shall apply to members of the bargaining unit, in the same manner as it applies to excluded employees, subject to the following:

(a) **Permanent Law Clerks to a Supreme Court Justice.** An employee may generally be allowed, subject to the approval of the Justice to whom the employee reports, to choose when to use personal leave time. However, requests to use personal leave during the months of June and July will not be granted unless permitted under existing policy, because the operational needs of the Court require the presence of all Permanent Law Clerks to a Supreme Court Justice during that time. Application of existing policy shall be determined by the employee's immediate supervisor or his/her designee.

(b) **Permanent Law Clerks to Appellate Court Judge.** An employee may generally be allowed, subject to the approval of the Judge to whom the employee reports, to choose when to use personal leave time. However, requests to use personal leave during the months of June and July will not be granted unless permitted under existing policy, because the operational needs of the Court require the presence of all Permanent Law Clerks to an Appellate Court Judge during that time. During the months of September through May, requests to take more than ten (10) consecutive days of a combination of vacation/ personal leave time will not be granted, absent extraordinary circumstances, because the operational needs of the Court require the presence of all Permanent Law Clerks to Appellate Court Judges during that time. Application of existing policy shall be determined by the employee's immediate supervisor or his/her designee.

(c) **Other job classifications.** Requests to use personal time during the months of June and July, and requests to take more than ten (10) consecutive days of combined personal/vacation leave time, will not be granted unless permitted under existing policy. Application of existing policy shall be determined at the Supreme Court by the employee's immediate supervisor or his/her designees, and at the Appellate Court by the Chief Judge or his/her designee.

ARTICLE 16.
Military Leave

Section 1. Judicial Branch Policy 511 (Military Leave), as the same may be amended from time to time, shall apply to members of the bargaining unit, in the same manner as it applies to excluded employees.

ARTICLE 17.
Sick Leave—Leave Without Pay

Section 1. Judicial Branch Policies 503 (Sick Leave Accrual), 504 (Use of Accrued Sick Leave), 505 (Additional Sick Leave and Organ Donation and Bone Marrow Leave Benefits) 509 (Payment for Unused Accrued Sick Leave), 513 (Leave of Absences Without Pay), and 517 (FMLA), as the same may be amended from time to time, shall apply to members of the bargaining unit, in the same manner as they apply to excluded employees.

ARTICLE 18.
Holidays

Section 1. Judicial Branch Policy 514 (Holidays), as the same may be amended from time to time, shall apply to members of the bargaining unit, in the same manner as it applies to excluded employees.

ARTICLE 19.
Group Health Insurance

Section 1. The state shall continue in force the health insurance coverage in effect on June 30, 2009, subject to the negotiations of the Health Care Cost Containment Committee, and/or agreements with the State Employee Bargaining Agent Coalition (SEBAC).

ARTICLE 20.
Legislative Action

Section 1. The cost items contained in this Agreement and the provisions of this Agreement which supersede pre-existing statutes shall not become effective unless and until legislative approval has been granted pursuant to Section 9 of Public Act 75-566. The Employer shall request such approval as provided in Section 9. If the legislature rejects such request as a whole, the parties shall return to the bargaining table.

ARTICLE 21.
Savings Clause

Section 1. Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force, and the parties shall immediately negotiate a substitute provision. Disputes concerning the appropriate substitute provision shall not be grievable or arbitrable.

ARTICLE 22.
Retirement

Section 1. The terms and conditions of employee retirement benefits have been negotiated separately by the State and SEBAC and shall continue under the terms of the Agreement.

ARTICLE 23.
Supersedence

Section 1. The inclusion of language in the Agreement concerning matters formerly governed by law, regulation, or policy directive shall not be deemed a preemption of the entire subject matter. Accordingly, statutes, rules, regulations, and administrative directives or orders shall not be construed to be superseded by any provision of the Agreement except as provided in the Supersedence Appendix to this Agreement or where, by necessary implication, no other construction is tenable.

Section 2. Except to the extent that particular personnel or operational practice is specifically modified or restricted by an express provision of this Agreement or specifically incorporated by reference in this Agreement, the Employer reserves and retains the right to add to, alter, or eliminate such practices.

ARTICLE 24.
Miscellaneous

Section 1. Leave for Jury Duty or to Serve as a Witness in Court. Judicial Branch Policy 512 (Leave for Jury Duty or to Serve as a Witness in Court), as the same may be amended from time to time, shall apply to members of the bargaining unit, in the same manner as it applies to excluded employees.

Section 2. Method of Salary Payment. Employees shall continue to be paid on a biweekly basis for the duration of this Agreement.

Section 3. Workers' Compensation Payments. Judicial Branch Policy 403 (Workers' Compensation), as the same may be amended from time to time, shall apply to members of the bargaining unit, in the same manner as it applies to excluded employees.

Section 4. The use of the term "Chief Court Administrator" in this Agreement shall be deemed to include any person(s) who may from time to time be designated by the Chief Court Administrator to perform functions set forth in the Agreement.

Section 5. Reservation of Rights. The Employer, by entering into and executing this Agreement, does not waive any claims with respect to the constitutionality of Public Act 75-566 as it is or may be applied to the Connecticut Judicial Branch.

Section 6. Permanent Part-Time Employees. Permanent part-time employees will continue to receive wages and fringe benefits on a pro rata basis to the extent provided under existing rules and regulations.

Section 7. Indemnification. Indemnification shall be provided pursuant to Section 4-165 of the General Statutes. The decision whether to provide counsel to an employee being sued for malpractice shall be based upon whether such employee was acting within the scope of his/her employment, without regard to whether the suit alleges wanton or willful conduct. The question whether the employee was acting within the scope of employment shall be sympathetically considered consistent with the purpose of the indemnification statutes. The Employer shall cooperate in expediting the decision of state officials whether to provide counsel.

Section 8. The use of the word "he" or "him" in this contract shall be construed in its generic meaning unless otherwise indicated.

Section 9. Overpayments. In the event that the Employer determines that an employee has been overpaid, the employee will be notified in writing. Upon request, the Employer will explain how the overpayment or duplicate payment occurred and discuss a repayment schedule. The Employer will arrange to recover such overpayment from the employee over the same period of time the overpayment was made unless the Employer and the employee agree to some other arrangement. (For example, an employee who has been overpaid by \$5.00 per pay period for six months shall refund the Employer at the rate of \$5.00 per pay period for six months.)

Section 10. Private Practice of Law. All bargaining unit members are prohibited from engaging in the practice of law without express permission from their immediate supervisor. Any private practice of law shall be in accordance with any applicable laws, statutes, and Judicial Branch policies.

Section 11. Vacant Chambers. If a Supreme Court chambers is vacant, the Chief Justice or his or her designee shall manage the Permanent Law Clerk assigned to the vacant chambers until such vacancy is filled. If an Appellate Court chambers is vacant, the

Chief Judge or his or her designee shall manage the Permanent Law Clerk assigned to the vacant chambers until such vacancy is filled.

ARTICLE 25.

Duration

Section 1. (a) Except as otherwise provided, this Agreement shall be effective on approval by the General Assembly through June 30, 2022. If no Agreement has been entered into between the parties hereto by the expiration of this Agreement, then this Agreement shall remain in full force and effect until a new Agreement takes effect subject to the provisions of C.G.S. section 5-278a.

Section 2. Successor Negotiations. Negotiations for a successor Agreement shall commence in August, 2021. The parties may, by mutual agreement, commence negotiations on a different date.


APPENDIX A
Supersedence

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

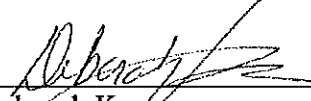
- (1) The waiver of jury service fee by acceptance of regular salary, pursuant to Article 24, (Miscellaneous), Section 1 shall supersede C.G.S. Section 51-247, Compensation of Jurors.
- (2) The exclusive deduction of dues for members of the Union under Article 7 (Union Security and Payroll Deductions), shall be deemed to supersede the words "any organization" in C.G.S. Section 5-260.
- (3) Article 5 (Entire Agreement), Section 2 and Article 23 (Supersedence), Section 2 shall be deemed to supersede C.G.S. Section 5-271 (a) and (e) and Section 5-272 (c).
- (4) Article 7 (Union Security and Payroll Deductions), Sections 1 and 2, shall be deemed to supersede C.G.S. Section 5-280(a) to the extent necessary to comply with the decision of the U.S. Supreme Court in Janus vs. AFSCME Council 31.

In witness thereof, the parties execute this Agreement

for the
State of Connecticut
Judicial Branch


Patrick L. Carroll III, Judge
Chief Court Administrator 1-18-19

for the
Union of Professional Judicial Employees
AFT/AFT-CT, AFL-CIO


Deborah Kern
President 1/9/19

NP4037

STATE OF CONNECTICUT
JUDICIAL ADMINISTRATIVE SERVICES
PAYROLL MANAGEMENT SYSTEM

PAGE: 1
RUN DATE: 07/07/2014

Bargaining Unit: 58

JUDICIAL-PROFESSIONAL-APPELLATE EMPLOYEES
40.00 HOUR WEEK
EFFECTIVE JULY 01, 2014

Includes 3.00% Increase

GRP	STEP 99	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	AI	
36	ANN	110816.00	114940.00	119064.00	123188.00	127312.00	131436.00	135560.00	139684.00	143176.00	149619.00	4124
	BIW	4245.83	4403.84	4561.84	4719.85	4877.86	5035.87	5193.87	5351.88	5485.68	5732.53	
	DLY	424.59	440.39	456.19	471.99	487.79	503.59	519.39	535.19	548.57	573.26	
	HLX	53.0729	55.0480	57.0230	58.9981	60.9733	62.9484	64.9234	66.8985	68.5710	71.6566	
37	ANN	115653.00	119890.00	124127.00	128364.00	132601.00	136838.00	141075.00	145312.00	148945.00	156648.00	4237
	BIW	4431.15	4593.49	4755.83	4918.17	5080.50	5242.84	5405.18	5567.51	5706.71	5963.53	
	DLY	443.12	459.35	475.59	491.82	508.05	524.29	540.52	556.76	570.68	596.36	
	HLX	55.3894	57.4186	59.4479	61.4771	63.5063	65.5355	67.5648	69.5939	71.3339	74.5441	

NP4037

STATE OF CONNECTICUT
JUDICIAL ADMINISTRATIVE SERVICES
PAYROLL MANAGEMENT SYSTEM

PAGE: 1
RUN DATE: 04/12/2018

Bargaining Unit: 58

JUDICIAL-PROFESSIONAL-APPELLATE EMPLOYEES
40.00 HOUR WEEK
EFFECTIVE JUNE 21, 2019

Includes 3.50% Increase

GRP	STEP 99	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	AI	
36	ANN	114694.00	118963.00	123232.00	127501.00	131770.00	136039.00	140308.00	144577.00	148191.00	154860.00	4269
	BIW	4394.41	4557.97	4721.54	4885.10	5048.66	5212.23	5375.79	5539.35	5677.82	5933.34	
	DLY	439.45	455.80	472.16	488.51	504.87	521.23	537.58	553.94	567.79	593.34	
	HLY	54.9301	56.9746	59.0193	61.0638	63.1083	65.1529	67.1974	69.2419	70.9728	74.1668	
37	ANN	119701.00	124087.00	128473.00	132859.00	137245.00	141631.00	146017.00	150403.00	154163.00	161100.00	4386
	BIW	4586.25	4754.30	4922.34	5090.39	5258.43	5426.48	5594.53	5762.57	5906.63	6172.42	
	DLY	458.63	475.43	492.24	509.04	525.85	542.65	559.46	576.26	590.67	617.25	
	HLY	57.3281	59.4288	61.5293	63.6299	65.7304	67.8310	69.9316	72.0321	73.8329	77.1553	

NP4037

STATE OF CONNECTICUT
JUDICIAL ADMINISTRATIVE SERVICES
PAYROLL MANAGEMENT SYSTEM

PAGE: 1
RUN DATE: 04/26/2018

Bargaining Unit: 58

JUDICIAL-PROFESSIONAL-APPELLATE EMPLOYEES
40.00 HOUR WEEK
EFFECTIVE JUNE 19, 2020

Includes 3.50% Increase

GRP	STEP 99	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	AI	
36	ANN	118708.00	123127.00	127546.00	131965.00	136384.00	140803.00	145222.00	149641.00	153382.00	160284.00	4419
	BIW	4548.20	4717.51	4886.82	5056.14	5225.45	5394.76	5564.07	5733.38	5876.71	6141.15	
	DLY	454.82	471.76	488.69	505.62	522.55	539.48	556.41	573.34	587.68	614.12	
	HLY	56.8525	58.9689	61.0853	63.2018	65.3181	67.4345	69.5509	71.6673	73.4589	76.7644	
37	ANN	123891.00	128431.00	132971.00	137511.00	142051.00	146591.00	151131.00	155671.00	159563.00	166743.00	4540
	BIW	4746.79	4920.73	5094.68	5268.63	5442.57	5616.52	5790.46	5964.41	6113.53	6388.63	
	DLY	474.68	492.08	509.47	526.87	544.26	561.66	579.05	596.45	611.36	638.87	
	HLY	59.3349	61.5091	63.6835	65.8579	68.0321	70.2065	72.3808	74.5551	76.4191	79.8579	

AFT - BU58 - Judicial Professional Employees Appellate

Costs associated with the three-year proposal (Fiscal Years 2019-2021)

	<u>Fiscal Year 2018-19</u>	<u>Fiscal Year 2019-20</u>	<u>Fiscal Year 2020-21</u>
2019			
AI			
GWI			
Longevity	30,402		
Lump Sum (\$2,000)	40,000		
Total	<u>70,402</u>	0	0
2020			
AI		36,378	
3.5 % GWI eff 6/21/19		84,387	
Longevity		70,617	
Lump Sum			
Total	0	<u>191,381</u>	0
2021			
AI			35,236
3.5 % GWI eff 6/19/20			90,234
Longevity			74,741
Lump Sum @ max JAN			1,000
Total			<u>201,211</u>
		<u>Totals</u>	
AI		36,378	35,236
COLA		84,387	90,234
Longevity	30,402	70,617	74,741
Lump Sum (\$2,000)	40,000		
Lump Sum @ max JAN			1,000
Total	<u>70,402</u>	<u>191,381</u>	<u>201,211</u>

APPENDIX A
Supersedence
Judicial Professional Employees Union
JPE/AFT-CT, AFL-CIO

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