March 4, 2019

Michael Jefferson
Clerk of the Senate
State Capitol
Hartford, CT 06106

SUBJ: CORRECTED SUBMISSION of An Interest Arbitration Award between the State of Connecticut and the American Federation of Teachers – Connecticut Bargaining Unit.

Dear Mr. Jefferson:
In accordance with Section 5-278(b) of the Connecticut General Statutes, the Office of Labor Relations hereby files with the Clerks of the House of Representatives and of the Senate, an Interest Arbitration Award between the State of Connecticut and the American Federation of Teachers on behalf of their members. The award represents the conclusion of negotiations in the matter of a new contract effective November 16, 2016 through June 30, 2021.

Also enclosed is the Supersedence Appendix and the Office of Policy and Management’s statement of the estimated costs necessary to implement the award.

Sincerely,

[Signature]
S. Fae Brown-Brewton
Undersecretary for Labor Relations

Mclissa McCaw Secretary, OPM
Paul Potamianos, Budget
Gregory Messner, Budget
Carolyn Mercier, Comptrollers’ Office
Office of Fiscal Analysis
Dan Livingston - AFT
STATE OF CONNECTICUT
DEPARTMENT OF LABOR

STATE BOARD OF MEDIATION AND ARBITRATION
ARBITRATION PROCEEDINGS
UNDER SECTION 5-276a OF THE CONNECTICUT GENERAL STATUTES

In the Matter of Arbitration Between
State of Connecticut, Office of Attorney General

and

AFT Connecticut, AFT, AFL-CIO
(Assistant Attorneys General)
(Department Heads)

Case No.: 2018-SBA-2

Arbitrator Joseph M. Celentano

February 21, 2019

APPEARANCES
For The State: Adam Garelick, Esq.
Kristen Brierley, Esq.

For The Union: Daniel E. Livingston, Esq.
Alexina M. DeLVecchio, Attorney Fellow

Arbitration Award

1. The Proceedings

This interest arbitration dispute between the State of Connecticut, Office of Attorney General (State) and AFT-CT (Assistant Attorneys General) and (Department Heads) arose under Section 5-576a Conn. Gen. Stat. and concerns terms and conditions of employment for employees in the Office of Attorney General. (OAG). On June 15, 2018, the Board of Mediation
and Arbitrator notified the undersigned Arbitrator of his selection to hear the dispute. On June 25, 2018, the parties to the dispute forwarded to the Board and to the Arbitrator a joint stipulation waiving the statutory timetable set forth in Conn. Gen. Stat. Sections 5-276a(e)(1) and 5-276a(e)(2) and agreed to conduct the arbitration in accordance with a mutually agreed upon schedule or as directed by the arbitrator.

Hearings were held on October 3, and November 8, 2018, at which time the parties appeared and were given full opportunity to present oral and documentary evidence, examine and cross-exam witnesses and make argument.

At the hearing, the parties presented a document that was characterized as a List of Oper Issues, with 15 issues still outstanding. J. Exh. 3. However, at the beginning of the proceedings, this list of open issues was reduced to six with the parties agreeing to file identical offers with regard to Issues 1-9. Tr. Vol. 1, pp. 9-12.

On December 4, 2018, the parties filed their Last Best Offers. (LBO’s). As a result of the parties’ LBO’s, the list of disputed issues was again reduced with only two issues in dispute. On December 21, 2018, the parties filed briefs followed by reply briefs on December 28, 2018.

2. The Bargaining Units

There are two bargaining units certified by the State Board of Labor Relations (Labor Board) which are involved in this interest arbitration. ¹ The first bargaining unit is comprised of Assistant Attorneys General, (with certain exclusions not herein relevant) which will be referred to as the Assistant Attorneys General (AAG) bargaining unit. J. Exh. 1. At the time of this hearing, there were approximately 188 AAG in this unit performing a range of legal work under the authority of the Attorney General. Tr. Vol. 2, p. 61, J. Exh. 1. This unit was certified by the

¹ At the October 3rd hearing the parties represented that there were two separate bargaining units requiring two separate awards but that the presentation of the evidence was being consolidated because the issues for both units were virtually identical. However, in subsequent communications, the parties changed their position and requested one award encompassing both bargaining units.
Labor Board in November 2016. J. Exh. 1. It is not clear from the testimony when negotiations began for this unit. However, there were some members of this bargaining unit who were involved in SEBAC (discussed below) discussions with various bargaining units as representatives of the administration. According to the testimony of Daniel Livingston, the Union's Attorney, it would have been unrealistic that negotiations could have been completed in this bargaining unit before the finalization of the SEBAC Agreement in view of the fact that the State and the 34 bargaining units were seeking to finalize these agreements in a ".... ridiculously short time under pressure." Tr. Vol. 1, pp. 268-269.

The other bargaining unit is comprised of Assistant Attorneys General holding the position of Department Heads excluding the Department Head for Workers' Compensation and Labor Relations. J. Exh. 2. This unit was certified by the Labor Board in November 2017, well after the SEBAC negotiations had concluded. The members of the Assistant Attorneys General bargaining unit report to members of this unit.

3. History of SEBAC and Coalition Bargaining

In the early years after the passage of the collective bargaining statute for state employees, pensions were negotiated on a bargaining unit by bargaining unit basis. Before collective bargaining was established, pensions were created by the acts of the legislature. In 1981, a number of bargaining units formed a coalition for the express purpose of streamlining pension negotiations. This coalition was referred to as the Pension Coordinating Committee (PCC). This coalition did the first fact finding in 1981 which lead to the creation of Tier 2, which was the first negotiated pension plan. Tr. Vol. 1, p. 211

Thereafter, the General Assembly passed a statute which established the State Employees Bargaining Agent Coalition (SEBAC) as the statutory bargaining agent to negotiate pensions. Tr. Vol. 1, p. 212. Subsequently, in 1991, the statute was amended to allow SEBAC to be the single
bargaining unit for negotiating health benefits in addition to pensions. This statutory provision also granted the parties the right to negotiate other issues beyond pensions and health care if agreed to by the parties. Tr. Vol. I, pp. 212-213.

SEBAC has played a prominent role during times when the State has been experiencing significant budgetary challenges or when the administration is contemplating layoffs. During these previous budgetary crises, past administrations have invited SEBAC to discuss, not only existing pension and health care changes, but also wage and wage related items, in an attempt to resolve the crisis. Id. p. 215. This procedure resulted in savings during the governorships of Wecker, Rell and Malloy. However, SEBAC negotiations were not successful during the Rowland administration. Tr. Vol. 1, pp. 211-215.

The SEBAC committee has established a set protocol during mid-term contract negotiations. The committee will agree to consider changes in pensions and healthcare as well as other conditions of employment, provided that all bargaining units are offered the opportunity for job security. In other words, if an agreement is reached, each bargaining unit must be offered a specific wage, wage increment and bonus pattern in return for job security. Units which vote to decline the wage pattern would not have the benefit of job security guarantees. Tr. Vol. 1. pp. 216-217. This structure was successfully implemented in 2009, 2011, and 2017. Tr. 213-214.

4. The 2017 SEBAC Agreement

On June 25, 2017, the State of Connecticut and SEBAC signed an agreement hereinafter referred to as the SEBAC 2017 Agreement. J. Exh. 10. This agreement was forwarded to the General Assembly for approval which occurred in July 2017.

The 2017 SEBAC Agreement followed the historical pattern, meaning that pension and health care were binding for all bargaining units. In addition, a bargaining unit could reject the wage pattern negotiated by the coalition but employees in the unit would not have the job
security granted to bargaining units that agreed to the pattern. Ultimately, the SEBAC coalition and the State negotiators were able to reach an agreement on restructuring the then existing Pension and Health Care agreement in time for the legislature to approve that agreement. Thirty-four bargaining units, all of which were existing bargaining units, agreed to the provisions of the SEBAC 2017 Agreement. Tr. Vol. 1, p.269, J. Exh. 12. According to the Governor’s Office, the SEBAC Agreement is projected to save the State more than $24 billion over 20 years. J. Exh. 13.

However, the negotiations between the newly certified AAG bargaining unit and the State had not as yet been completed. In fact, the parties had not reached a tentative agreement on a single contract provision at the time of the SEBAC Agreement. Tr. Vol.1, p. 268.

Instead of waiting for the AAG bargaining unit to complete its negotiations before finalizing the SEBAC 2017 Agreement, the parties included, in Attachment F, paragraph V the following provision:

V. Assistant Attorney Generals Bargaining Unit - This unit will negotiate and arbitrate the provisions of their collective bargaining agreement through June 30, 2021. They will be governed by the other portions of the SEBAC 2017 agreement as outlined herein.

J. Exh. 10, p. ix

Subsequently, the Department Heads in the Office of Attorney General petitioned the Labor Board for a separate bargaining unit which was later certified on November 3, 2017. J. Exh. 2.

5. Hiring, Promotion and Retirement Practices of the Office of Attorney General (OAG)

The OAG has approximately 297 employees, 202 of whom are Attorneys. Tr. Vol. 2, p. 61. There are five classifications of Assistant Attorney General: AAG 1, AAG 2, AAG 3, AAG

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Footnote:

3 The SEBAC Agreement refers to the unit as Assistant Attorney Generals in contrast to the certification of the Labor Board which refers to them as Assistant Attorneys General.
4/Practitioner, AAG 4/Department Head. J. Exhs. 4, 5, 6, 7, 8, Tr. Vol. 2, p. 62. The OAG typically hires attorneys at the level of AAG 2 and occasionally hires attorneys at an AAG 1 level. The office never hires attorneys at an AAG 3 or AAG 4 level. Id. at 62. Many of the attorneys that are hired by the OAG are from private practice although some are hired from other government positions. Tr. Vol. 2, pp. 67-68. The OAG has never had any difficulty in filling a vacancy. Tr. Vol. 2, pp. 67-68.

The minimum qualifications for AAG 1 is a law degree and admission to the Connecticut Bar. The minimum pay grade for the position is MP 62 or an annual salary of $77,172.00. J. Exh. 4. The position of AAG 2 requires three years’ experience in the practice of law. The pay grade for the position is MP 67 or an annual salary of $93,896.00. J. Exh. 5. The position of AAG 3 requires “a great breadth of legal knowledge” and the exercise of “considerable independent judgment.” J. Exhs. 6. Attorneys promoted to AAG 3 are positioned at pay grade MP 70 or a minimum salary of $105,623.00. Id. Attorneys promoted to AAG 4/Practitioner perform “their designated specialties” at the “highest levels of expertise.” Attorneys at this level are positioned at pay grade MP 72 or an annual salary of $114,238.00. J. Exh. 7.

6. Department Heads

In addition to the above, there are 15 department heads who are classified as AAG 4/Department Heads. These employees are chosen by the Attorney General and are full time managerial department heads. The job description for this position states that these employees are “responsible for full time management of a group of highly skilled professionals” and requires “the most advanced managerial skills of planning, directing, coordinating, advising and consulting.” J. Exh. 8. The compensation for this position is the same of AAG/4 Practitioner or MP pay grade 72. Id.

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3 One Department Head is excluded from the unit as confidential.
The importance of the Department Head position was described by the testimony of the
State’s witness, Deputy Attorney General Perry Zinn Rowthorn. When interviewing them for the
position, he tells them:

....These jobs are very significant jobs. You have the responsibility for the well-being of
your department. You’re probably going to keep having to do some cases....Look, you’re going
to get a lot of additional burden...Just practical burden on having to do evaluation reports. If I
wake up in the middle of the night with some idea about the latest greatest report that the
department heads need to do, you’re going to have to do it. You’re going to be very involved
with the administration....So this is a lot. It’s a lot of responsibility.

7. Scope of Managerial Duties

Generally, a Department Head, in addition to carrying their own case load, has the
responsibility for supervision, organizing and planning the work of the department which
includes evaluating the work of each subordinate including support staff. Tr. Vol. 1, pp. 83-84. 4
Department Heads are responsible for directing the case strategy of a particular case, addressing
questions and concerns of the client, and approving and addressing how cases should be disposed
of in terms of litigation or settling. Tr. Vol. 1, p. 84. A Department Head is also responsible for
reviewing employee’s attendance sheets, performing performance evaluations for each staff
member and assisting employees in their career development. Id. at 84-85. They are also
responsible for making recommendations for staff promotions. Id. at 85, Vol. 2 p. 90. If an
attorney is on vacation or out sick, the Department Head is responsible for responding to an

Department Heads are also involved in resolving staff conflicts and are the first level of

4 Of the fourteen Department Heads, only one did not carry any caseload. E. Exh. 6. Several Department Heads had caseloads above the average
in the department. Id.
In some departments where there is a decision to hire outside counsel, the Department Head is responsible for making recommendations for outside counsel, developing the outside counsel contract, and reviewing invoices. Tr. Vol. 1, pp. 85-86.

Department Heads have the responsibility to report to and advise the executive staff of the department concerning all the issues in the department. Id. at 87. Finally, Department Heads are advisers to the Deputy Attorney General and the Attorney General on significant legal matters. If a meeting with members of the General Assembly is required, a Department Head usually accompanies the Deputy Attorney General and is involved in that discussion. Tr. Vol. 2, p. 90.

8. The Position of the Parties and Award on Disputed Issues

A. The Undisputed Issues

ISSUE #1

Whether bargaining unit members shall serve three (3) furlough days in the fiscal year following legislative approval of the contract?

Union's Last Best Offer

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

State's Last Best Offer

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

Discussion

Both parties have proposed the same last best offer. Therefore the issue is resolved and I grant the parties' mutually agreed upon language.

ISSUE #2

Whether bargaining unit members shall receive job security from July 1, 2017 through June 30, 2021?

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

**State’s Last Best Offer**

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

**Discussion**

Both parties have proposed the same contract language. Therefore the issue is resolved and I grant the parties’ mutually agreed upon issue.

**ISSUE # 3**

**Whether bargaining unit members shall receive a zero percent (0%) general wage increase in fiscal year 2016-2017?**

**Union’s Last Best Offer**

There shall be no general wage increase paid to any bargaining unit member for the 2016-2017 fiscal year.

**State’s Last Best Offer**

There shall be no general wage increase paid to any bargaining unit member for the 2016-2017 fiscal year.
Discussion

Both parties have proposed the same last best offer. Therefore the issue is resolved and I grant the parties’ mutually agreed upon language.

ISSUE # 4

Whether bargaining unit members shall receive a zero percent (0%) general wage increase in fiscal year 2017-2018?

Union’s Last Best Offer

There shall be no general wage increase paid to any bargaining unit member for the 2017-2018 fiscal year.

State’s Last Best Offer

There shall be no general wage increase paid to any bargaining unit member for the 2017-2018 fiscal year.

Discussion

Both parties have proposed the same last best offer. Therefore the issue is resolved and I grant the parties’ mutually agreed upon language.

ISSUE # 5

Whether bargaining unit members shall receive a zero percent (0%) general wage increase in fiscal year 2018-2019?

Union’s Last Best Offer
There shall be no general wage increase paid to any bargaining unit member for the 2018-2019 fiscal year.

**State’s Last Best Offer**

There shall be no general wage increase paid to any bargaining unit member for the 2018-2019 fiscal year.

**Discussion**

Both parties have proposed the same last best offer. Therefore the issue is resolved and I grant the parties’ mutually agreed upon language.

**ISSUE # 6**

Whether bargaining unit members shall receive a three and one-half percent (3.5%) general wage increase in fiscal year 2019-2020?

**Union’s Last Best Offer**

Effective with the pay period that includes July 1, 2019, all bargaining unit members shall receive a general wage increase of three and one-half percent (3.5%).

**State’s Last Best Offer**

Effective with the pay period that includes July 1, 2019, all bargaining unit members shall receive a general wage increase of three and one-half percent (3.5%).

**Discussion**

Both parties have proposed the same last best offer. Therefore the issue is resolved and I grant the parties’ mutually agreed upon language.
ISSUE # 7

Whether bargaining unit members shall receive a three and one-half percent (3.5%) general wage increase in fiscal year 2020-2021?

Union’s Last Best Offer

Effective with the pay period that includes July 1, 2020, all bargaining unit members shall receive a general wage increase of three and one-half percent (3.5%).

State’s Last Best Offer

Effective with the pay period that includes July 1, 2020, all bargaining unit members shall receive a general wage increase of three and one-half percent (3.5%).

Discussion

Both parties have proposed the same last best offer. Therefore the issue is resolved and I grant the parties’ mutually agreed upon language.

ISSUE # 8

Whether bargaining unit members shall receive a one-time $2,000 payment following legislative approval of the contract?

Union’s Last Best Offer

There shall be a $2,000 one-time payment to all bargaining unit members effective July 1 following legislative approval. The one-time payment amount shall be pro-rated for part-time bargaining unit members.
State’s Last Best Offer

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

Discussion

Both parties have proposed the same last best offer. Therefore the issue is resolved and I grant the parties’ mutually agreed upon language.

ISSUE # 9

Whether bargaining unit members shall receive an annual increment in lieu of steps in fiscal year 2019-2020? If so, what shall it be?

Union’s Last Best Offer

Effective January 1, 2020 bargaining unit members shall receive an increment of two percent (2%) movement within salary range in fiscal year 2019-2020, but not to exceed the maximum of the salary range.

State’s Last Best Offer

Effective January 1, 2020 bargaining unit members shall receive an increment of two percent (2%) movement within salary range in fiscal year 2019-2020, but not to exceed the maximum of the salary range.
Discussion

Both parties have proposed the same last best offer. Therefore the issue is resolved and I grant the parties' mutually agreed upon language.

ISSUE # 10

Whether bargaining unit members shall receive an annual increment in lieu of steps in fiscal year 2020-2021? If so, what shall it be?

Union's Last Best Offer

Effective January 1, 2021, bargaining unit members shall receive an increment of two percent (2%) movement within salary range in fiscal year 2020-2021, but not to exceed the maximum of the salary range.

State's Last Best Offer

Effective January 1, 2021, bargaining unit members shall receive an increment of two percent (2%) movement within salary range in fiscal year 2020-2021, but not to exceed the maximum of the salary range.

Discussion

Both parties have proposed the same last best offer. Therefore the issue is resolved and I grant the parties' mutually agreed upon language.

ISSUE # 11

Whether bargaining unit members at the maximum range of their pay plan shall receive a lump sum payment in fiscal year 2019-2020? If so, what shall it be?
Union's Last Best Offer
Effective January 1, 2020, those bargaining unit members at the maximum rate of the salary schedule shall receive a lump sum payment of 2% of their salary, minus the percentage value of any increment they received on that date.

State's Last Best Offer
Effective January 1, 2020, those bargaining unit members at the maximum rate of the salary schedule shall receive a lump sum payment of 2% of their salary, minus the percentage value of any increment they received on that date.

Discussion
Both parties have proposed the same last best offer. Therefore the issue is resolved and I grant the parties’ mutually agreed upon language.

ISSUE # 12
Whether bargaining unit members at the maximum range of their pay plan shall receive a lump sum payment in fiscal year 2020-2021? If so, what shall it be?

Union's Last Best Offer
Effective January 1, 2021, those bargaining unit members at the maximum rate of the salary schedule shall receive a lump sum payment of 2% of their salary, minus the percentage value of any increment they received on that date.
State’s Last Best Offer
Effective January 1, 2021, those bargaining unit members at the maximum rate of the salary schedule shall receive a lump sum payment of 2% of their salary, minus the percentage value of any increment they received on that date.

Discussion
Both parties have proposed the same last best offer. Therefore the issue is resolved and I grant the parties’ mutually agreed upon language.

ISSUE 13
Whether bargaining unit members shall receive retroactive raises, annual increments, and/or lump sum payment to fiscal year 2015-2016? If so, what shall they be?

Union’s Last Best Offer
Withdrawn

State’s Last Best Offer
There shall be no retroactive raises, annual increments, or lump sum payments paid to any bargaining unit member for fiscal year 2015-2016.

Discussion
Since the Union has withdrawn its last best offer, the State’s last best offer is hereby selected.
B. The Remaining Disputed Issues

ISSUE 14

Whether AAG Department Heads shall receive a stipend in fiscal year 2019-2020? If so, what shall it be?

Union's Last Best Offer:

Department Heads shall receive a supervisory stipend of six thousand dollars ($6,000) effective July 1, 2019.

State Last Best Offer:

Effective with the pay period that includes July 1, 2019, for bargaining unit AAG Department Heads who supervise 0-9 AAGs, there shall be a stipend for fiscal year 2019-2020 in the amount of five hundred dollars ($500); for bargaining unit AAG Department Heads who supervise 10-19 AAGs, there shall be a stipend for fiscal year 2019-2020 in the amount of one thousand dollars ($1,000); and for bargaining unit AAG Department Heads who supervise 20 or more AAGs, there shall be a stipend for fiscal year 2019-2020 in the amount of one thousand, five hundred dollars ($1,500).

ISSUE # 15

Whether AAG Department Heads shall receive a stipend in fiscal year 2020-2021? If so, what shall it be?

Union Last Best Offer: Effective July 1, 2020, the supervisory stipend paid to each Department Head shall be increased by six thousand dollars ($6,000) beyond the amount in the agreement for Fiscal 2020.
State’s Last Best Offer: Effective with the pay period that includes July 1, 2020, for bargaining unit AAG Department Heads who supervise 0-9 AAGs, there shall be a stipend for fiscal year 2020-2021 in the amount of five hundred dollars ($500); for bargaining unit AAG Department Heads who supervise 10-19 AAGs, there shall be a stipend for fiscal year 2020-2021 in the amount of one thousand dollars ($1,000); and for bargaining unit AAG Department Heads who supervise 20 or more AAGs, there shall be a stipend for fiscal year 2020-2021 in the amount of one thousand, five hundred dollars ($1,500).

9. The Standard of Review

Conn. Gen. Stat. Sec. 5-276a (e)(4) requires that the arbitrator shall select the more reasonable last best offer proposal on each of the disputed issues based on the factors in subdivision (5) of this subsection. In arriving at its conclusion the arbitrator “shall state with particularity the basis for such decision as to each disputed issue and the manner in which the factors enumerated in subdivision (5) of this subsection were considered in arriving at such decision.”

The factors to be considered by the arbitrator in arriving at a decision are: The history of negotiations between the parties including those leading to the instant proceeding; the existing conditions of employment of similar groups of employees; the wages, fringe benefits and working conditions prevailing in the labor market; the overall compensation paid to the employees involved in the arbitration proceedings, including direct wages compensation, overtime and premium pay, vacations, holidays and other leave, insurance, pensions, medical and hospitalization benefits, food and apparel furnished and all other benefits received by such employees; the ability of the employer to pay; changes in the cost of living; and the interests and welfare of the employees. Conn. Gen. Stat. Sec. 5-276a (e)(5).
The statute does not mandate a particular order or hierarchy in considering the factors in resolving the parties’ last best offer.

10. Statutory Factors Relevant to this Arbitration

A. The Ability of the Employer to Pay

State’s Argument

The facts that form the basis for the State’s argument on its ability to pay were presented exclusively through the testimony of then Secretary of the Office of Policy and Management, Benjamin Barnes. Barnes’ testimony was in the form of a Powerpoint presentation and supplemented by a document marked as E. Exh. 1.

Barnes testified that Connecticut’s credit rating has been downgraded nine times in the last 8 years and has the third worst rating of all states. E. Exh. 1, p. 7. A poor credit rating impacts the State’s ability to access capital at reasonable rates. Tr. Vol. 1, pp. 129-130.

Connecticut also has a high tax burden. As of 2015, Connecticut had the fourth highest per capita tax burden of all states at $4512.00, a rating that does not reflect the more recent increases in taxes. Tr. Vol. 1, p. 131. As a percentage of personal income, Connecticut residents pay 15.6% to taxes, the second highest rate in the country. E. Exh. 1, p. 11. In addition, the State’s debt burden per capita is the second highest in the nation. E. Exh. 1, p. 15.

The State also argues that its long term obligations total $80 billion. Most of these obligations are related to State employee pension and health benefits and State subsidized municipal benefits including the Teacher Retirement system. E. Exh. 1, p. 18. This $80 billion in unfunded liability equates to approximately $22,395 per capita. E. Exh. 1, p. 18. Since 2010, the State has had to increase its funding of the State Employee Retirement System by $850 million per year or 9.1% annually. Tr. Vol. 1, p. 136.
Another indicator emphasized by Undersecretary Barnes is Connecticut’s weak economic recovery. Employment levels have not returned to pre-recession levels. And the jobs that it has recovered are largely in the lower wage industries. E. Exh. 1, p. 31. Its population has been declining since 2013, whereas the rest of New England and the nation’s population as a whole has grown. E. Exh. 1, p. 27. Another important trend is the outmigration of millionaires which has increased while the migration of millionaires into the State has decreased. E. Exh. 1, p. 28. These trends are a significant concern in the event of a recession which, based upon historical frequency, is overdue. E. Exh. 1, p. 31.

Additionally, Connecticut’s future spending is constrained by its Spending Cap. The State has implemented a volatility cap and a revenue cap which limit revenue and appropriations. E. Exh. 1, pp. 46-49, Tr. Vol. 1, pp. 161-64.

Finally, Connecticut is required by statute to contribute to the Budget Reserve Fund when there is excess money in the General Fund up to fifteen (15%). The Fund is currently funded at six (6%) or 1.2 billion. Tr. Vol. 1, p. 165. During the last recession, the State drew down the Budget Reserve Fund by $1.4 billion. Despite this drawdown, the State still had to take unprecedented measures to balance the budget. These measures included deficit financing of $916 million and negotiating the 2009, 2011, and 2017 SEBAC Agreements that included wage freezes, increased employee healthcare contributions and reduced retirement benefits. E. Exh. 1, p. 52.

**Union’s Argument**

The Union argues that the State’s ability to pay must be measured by the significant union concessions made in the 2017 SEBAC Agreement. The State’s financial witness, Benjamin Barnes, called the SEBAC Agreement, “the best deal the State could get.” Tr. Vol. 1, p. 196. In fact, the State anticipates that the SEBAC Agreement will save the State more than
$25 billion over twenty years. U. Exh. 6. The Agreement reduces pension benefits, freezes wages for three years, restructures retiree benefits, and increases employees' costs for their benefits, which results in $1.8 billion reduction in the biennial budget.

In addition, the cost of the Union's LBO would be $84,000 per year in FY 2020 and $168,000 in FY 2021 assuming the Union's LBO's were granted in each year. Conversely, the State's LBO's would cost the State $13,000 per year, a difference of $71,000 in FY 2020 and $155,000 in FY 2021. Based upon the State's ability to pay presentation, this difference represents less than .0009% of the State's General Budget.

The Union also emphasizes that the Office of Attorney General defends the State from billions in potential liabilities and on average brings in about $200 million to the General Fund. This figure is greater than the gross payroll of the staff of the office. Tr. Vol. 2, p. 129.

The Union also disputes the State's conclusions regarding its tax burden claiming it has relied upon misleading models for calculating the cost of government, sometimes using state government taxes, which ignores the fact that Connecticut, unlike virtually every other state in the union, lacks county government. The models also at times include federal taxes, which are higher because Connecticut remains one of our nation's richest states. Tr. Vol. 1, pp. 177-178.

The Union argues that the more appropriate measure of our tax burden is the Osborn-Hutchinson measure, which ranks Connecticut as the ninth lowest in the nation in FY 2015, or 12.15 percent below the national average. Union Exh. 12, which is an article prepared by Bill Cibes, the former Secretary of the Office of Policy and Management, states that the models relied upon by the State "deceive residents into thinking the situation is worse than it really is." U. Exh. 12. According to this measure, Connecticut's cost of government is among the lowest in the nation and therefore reflects well on the State's ability to pay.

In addition, the Union highlighted Secretary Barnes' testimony where he admitted that the SEBAC Agreement restructured the State's funding methodology for the SERS plan "in a
way that had significant improvement in our future payment obligations as a state.” Tr. Vol. 1, p. 184. Barnes also acknowledged that 75% of the unfunded liability is attributable to Tier I employees, only about 1,000 of whom are currently active out of a workforce of about 40,000. Id. at 190. While Secretary Barnes expressed concern that the costs could rise if the State falls short of its actuarial assumption, the Union has introduced evidence that the actuarial assumption of 6.9% used by the State is one of the lowest actuarial assumptions in the country, for which the median is 7.5%. Tr. Vol. 1, pp. 186, 201, U. Exh. 11.

B. The Existing Conditions of Employment of Similar Groups of Employees

State’s Argument

The State presented evidence in the form of a 2016 statistical survey from the National Association of Attorneys General regarding compensation and other indices. (E. Exh. 4.). However, it did not make any argument in its brief that this document supported its position regarding its last best offer. In addition, it did not make an argument that any other similarly situated employees had a pay structure which supported its LBO.

Union’s Argument

The Union argues that the State’s entire classified system compensates managers at a higher salary level than the employees they supervise. If the Department Heads were treated like others in the classified service, they would not only receive a permanent promotional increase and much higher maximum, they would also have just cause protection from discipline. All the other job specifications introduced into the record support this type of progression. E. Exhs. 7a-2 (Job Descriptions of Staff Attorney 1, 2, and 3 which are Attorney Positions in Other State Agencies).
The Union also contends that the evidence introduced by the State for the purpose of comparing compensation for AAGs in different states was flawed. E. Exh. 4. Neither Deputy Attorney General, Zinn Rowthorn, nor Associate Attorney General Antoria Howard were able to explain how any of the states in the survey defined “next-level supervisory” or how they determined the midpoint salary. Tr. Vol. 2, p. 74, 214.

C. Overall Compensation Paid and Other Benefits of the Employees Involved.

State’s Argument

The State acknowledges that a reasonable stipend for department heads is warranted but that the stipend must be based on the Department Heads’ supervisory responsibility. Moreover, Department Heads are not expected to do more work, but rather different work. And as the evidence reveals, Department Heads assume a lighter caseload than their subordinates.

Additionally, Department heads enjoy a full range of benefits for which there is no economic measure. First, as the Union’s witnesses acknowledged, there is the honor of being asked to serve by the Attorney General. Also, Department Heads have unfettered discretion in making case assignments. A Department Head may choose to carry zero cases of their own, or alternatively may retain cases they deem to be of great interest or novelty. Finally, Department Heads receive gratification from managing others and developing other lawyers.

The State also claims that Department Heads enjoy greater visibility than other AAGs, often interacting with the Office of the Governor on matters within their purview. For Department Heads who are interested in a potential judicial appointment, or wish to explore other avenues of government service, such prominence is invaluable. In fact, two out of the fifteen Department Heads have been nominated to the bench in the last few years. E. Exh. 5.

Finally, the State contends that all of the Union witnesses have testified that they were well aware that the AAG/Department Head position did not provide any additional
compensation. They have chosen to remain in their respective positions despite the expectation that they could earn substantially more money in the private sector. This testimony is the best evidence that no economic incentive is necessary to recruit and retain qualified Department Heads.

Union’s Argument

The Union argues that Department Heads are compensated the same as AAG4/Practitioners. Moreover, the Union has presented evidence that attorneys in the Office of the Attorney General are poorly compensated when compared to employees in the private sector doing comparable work. For example the average eight-year associate at a private firm the same size as the OAG makes $204,665.82, while the average eighth year Assistant Attorney General earns only $91,993.9. U. Exh. 6.

11. Arbitrator’s Decision on Issues 14 and 15

The State’s last best offer with regard to Issues 14 and 5 is to pay Department Heads a lump sum or stipend in July 2019 ranging from $500.00 to $1,500.00 dependent upon the number of employees that the Department Head supervises. The Union’s last best offer is to pay all Department Heads a stipend of $6,000.00 effective July 2019 and an additional $6,000.00 in 2020.

There are two aspects of the State’s last best offer. First, there is the aspect of index or tiered levels of compensation, meaning, in this context, that some department heads deserve more than others depending upon the number of employees they supervise. The more employees supervised, the more compensation a manager deserves. The other aspect of the offer is the amount that the dollar value of the offer represents in terms of a percentage increase from the present classification of AAG 4/Department Heads.
Although the State argues that the Department Head stipend should be tied to the number of employees under the Department Heads supervision, thus justifying its three tiered level of pay, it has not offered any evidence that would support this concept. Nor has it presented evidence that a Department Head with a smaller number of subordinates actually performs less supervision. While such a conclusion may appear to be self-evident, it may well be that the Department Heads with the smaller number of subordinates handle more complex and novel cases requiring detailed and comprehensive oversight. In any event, the burden is on the State to present evidence and make argument that managers with fewer subordinates should receive less pay. The State has failed to present any significant evidence to support its proposal.

Then there is the amount of the State’s offer. The Department of Administrative Services job description for Assistant Attorney General 4/Practitioner, effective November of 2016, lists the yearly salary at step one as $114,238. J. Exh. 8. The State’s Last Best Offer represents an increase between .13% and 1.31% above this existing pay scale. However, many of the Department Heads have been working as Department Heads for many years and are earning well above minimum, some in fact are at maximum. J. Exh. 15. (List of Department Heads by Seniority and Annual Salary as of September 2018). Applying the last best offer to the average salary of a Department Head represented in J. Exh. 15, which is $141,981.14, the salary increases offered by the State represents an increase between .10% and 1.1%.

The State has not presented any evidence that Department Heads in other state bargaining units or in other public sector employment are paid a similar percentage above their subordinates. In fact, the evidence regarding the payment structure within the Office of
Attorney General is clearly in line with the Union's offer. For example, the starting salary for AAG 2 is $93,896. J. Exh. 5. In contrast, the starting salary AAG 3 is $105,623 or 11.1% above the AAG 2 level. J. Exh. 6. The starting salary of an AAG 4 is $114,238 or approximately 8% above the previous level. J. Exh. 8. Similarly, an AGG 4 who is promoted to Associate Attorney General, a position outside the bargaining unit, receives a five percent raise and a much higher maximum. Tr. Vol. 2, p. 117. (The maximum salary for AGG 4 is $155,767 whereas as the maximum salary for Associate Attorney General is $178,651.00.). Thus, at every promotional level in the OAG, with the exception of AAG 4/Department Head, a promoted employee receives an approximate pay increase between 5% and 11%, an increase well above what the State has proposed in its last best offer. The Union's offer of paying Department Heads a stipend of $6,000.00 represents a pay increase of approximately 4.2% percent range above the average salary of employees in the position of a Department Head.

The State did offer into the record salary data regarding attorneys employed by other state governments. This information was part of a document entitled "2016 Statistics on the Office of Attorney General," prepared by the National Association of Attorneys General. E. Exh. 4, pp. 54-56. However, this document was deficient in a number of respects. First, the State did not, in either of its briefs, argue that the salary information contained in the report supported its LBO's. Second, the document contained a column entitled "next level supervisory" but failed to define its meaning. Moreover, neither of the State's witnesses could explain how the information was generated by the OAG nor could they explain how the information requested by the National Attorney General Association was interpreted by other participating states. Thus, the only conclusion that could be drawn from the document
was that the range of pay for “next level supervisory” was higher than the pay ranges for entry level attorneys. E. Exh. 4.

The State makes a number of other arguments to justify its salary stipends. First, it claims that Department Heads are not performing more work but rather performing different work. In its view, because Department Heads carry a lighter case load than their subordinates they have more time to manage their subordinates.

The State did not present any evidence to support the argument that managers are not working more hours. Moreover, the fact that most of the Department Heads carry a lighter case load (not all do), is not an argument for not paying Department Heads at a reasonable and appropriate pay rate. Department Heads are managers of their departments with significant responsibilities. The job description for the position states in the Guidelines of Job Class Use “…requires the most advanced managerial skills of planning, directing, coordinating and consulting.” J. Exh. 8. In this case, the evidence clearly establishes that in addition to their subject matter expertise, the 14 Department Heads have additional supervisory responsibilities which are extensive. I have outlined those responsibilities in more detail on pages 6-7 of this decision. However, it bears repeating that Department Heads, in addition to carrying their own case load, have the responsibility for supervision, organizing and planning the work of the department. Tr. Vol. 1, pp. 83-84.

The State also argues that candidates for the position of Department Head have no expectation of higher pay when they assume the role of Department Head. It contends that the OAG has no difficulty filling these positions with qualified candidates and no Department Head has stepped down from the position or left the OAG’s employ for other employment due to the lack of additional compensation.
The question whether the OAG has difficulty filling the position of Department Head or whether any Department Head has stepped down or left the position for outside employment is not technically within the scope of the statutory factors that I must consider. But assuming for the sake of argument that these issues fall within the parameters of Conn. Gen. Stat. Sec. 2-276, the State has failed to present any evidence that supervisors in other similar bargaining units are either compensated at higher levels because their employers have difficulty recruiting qualified candidates or compensated at a much lower rate because there are plenty of qualified candidates that desire the position.

The State also contends that a promotion to Department Head confers upon the recipient a full range of benefits for which there is no economic measure. These include flexibility and discretion in making case assignments, the honor of being selected for the position, the potential for a judicial appointment, and the visibility of the position by being able to interact with the head of the Department, i.e. the Attorney General.

There is no dispute that being a Department Head confers upon the recipients certain benefits that are not available to their subordinates. But this type of disparity would be true in many types of organizations especially those that employ a professionally trained and highly skilled work force. But the question in this proceeding is, whether these non-economic benefits justify paying supervisory staff at the pay rates that the State proposes, and is supported by compensation evidence of a similar group of employees. In this regard, the State has not presented any evidence that supports its position.

Finally, the State contends that the Union’s Last Best Offers regarding issue 14 and 15 are fiscally inappropriate in view of the State’s economic situation. The State’s position in support of its proposals focuses almost exclusively on an array of economic data which
reveals a number of unfavorable long term trends for the State’s economy. But these long term trends are not sufficiently persuasive that the State is unable to afford the Union’s Last Best Offers.

The approximate difference between the parties’ LBOs is approximately $71,000 for FY 2020 and $155,000 for FY 2021. The total stipend for the two years in question represents a fraction of 1% of the total salary outlay of the two bargaining units which are the subject of this award.

Moreover, Union’s Last Best Offers represent a one-time stipend for each of the two years in question that are not incorporated into a permanent pay structure. The parties will have to revisit this issue at the expiration of the present collective bargaining agreement and hopefully will establish a pay classification that is mutually agreeable.

Finally, the State has not offered any evidence that its tiered approach to compensation for Department Heads exists in other similar groups of employees. Nor has it provided any evidence that Department Heads in other similarly situated bargaining units are paid at the same levels above the employees they supervise.

In summary, the lack of additional pay for holding the position of Department Head in the OAG is an historical anomaly. The State has failed to present a sufficient argument and reasonable evidence why this anomaly should continue, albeit it in some modified form. For these reason, I find that the Union’s LBO to be more reasonable.

For the reasons discussed above and based upon the statutory factors set forth herein, the last best offer of the Union is selected for Issues 14 and 15.
State Board of Mediation and Arbitration

Arbitration Proceedings Pursuant to Section 5-276a

Connecticut General Statutes

In the Matter of Arbitration Between

State of Connecticut, Office of Attorney General

And

AFT Connecticut, AFL-CIO

(Assistant Attorneys General)

And

(Department Heads)

Case No 2018-SBA-2

[Signature]
Attorney Joseph M. Celentano, Arbitrator

[Stamp]
February 21, 2019
Dated
State of Connecticut, Office of Attorney General

And

AFT Connecticut, AFL-CIO

(Assistant Attorneys General)

And

(Department Heads)

Case No 2018-SBA-2

Agreed Upon Language
ARTICLE __ = RECOGNITION

The State of Connecticut (hereinafter referred to as the "Employer") recognizes the American Federation of Teachers – Connecticut (hereinafter referred to as the "Union") as the exclusive bargaining representative of all Assistant Attorneys General whose classifications were assigned to the certified unit by action of the Connecticut State Board of Labor Relations under Certification Decision No. 4950 dated November 16, 2016, excluding Attorney General 4/Department Heads, one Assistant Attorney General specializing in labor relations matters, one special counsel specializing in legislative affairs, Associate Attorneys General, the Attorney General, and the Deputy Attorney General, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment.

ORS
C/8/18

AMG
C/8/18
ARTICLE ___ — NO STRIKE/NO LOCKOUT

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

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

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

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

[Signatures]

6/8/18

AMG
6/8/18
ARTICLE  --  UNION SECURITY

Section One. Union Membership: All employees in the bargaining unit shall, thirty (30) days from the date of the execution of this Agreement, or from the date of their employment by the Employer, become and remain members of the Union in good standing in accordance with the Constitution and by-laws of the Union, during the term of this Agreement or extension thereof.

Section Two. 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 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 Four.

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

Section Four. The Employer shall deduct the agency service fee biweekly from the paycheck of each employee who is required to pay such a fee as a condition of employment, provided, however, that such payment shall be terminated as employee whose membership is terminated for reasons other than nonpayment of Union dues or who objects to payment of such fee based on the limits of a religious test. The amount of agency service fee shall not exceed the minimum applicable dues or assessments payable to the exclusive bargaining agent. The Union shall comply with the requirements of Clark Teachers Union v. Wisconsin, 493 U.S. 268 (1989), and shall indemnify the State and hold it harmless to any failure on the part of the Union to comply therewith for any liability or damages incurred by the Employer for compliance with this Article.

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

Section Six. No payroll deduction of dues or agency service fees shall be made from workers' compensation for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deduction be made from subsequent payrolls to cover the period in question (non-retroactive).

Section Seven. No other organizations shall be entitled to deduction of its dues or service fees from the payroll.
ARTICLE __—SENIORITY

Section One.
(a) Seniority is defined as current, continuous state service with the Employer.
(b) An AAG's seniority shall accrue during the following periods while employed by the Office of the Attorney General:
   (1) War service;
   (2) Granted Military leave;
   (3) Paid leave;
   (4) Workers' Compensation;
   (5) Unpaid sick leave, disability, family emergency due to illness, and authorized leaves of absence (provided that the AAG returns to work immediately following the leave);
   (6) Non-disability maternity leave of up to six (6) months;
   (7) Layoff, to a maximum of twelve (12) months or the length of AAG’s service, whichever is less;
   (8) Union leave of any length; and
   (9) Sick leave bank time.

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

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

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

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

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

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

\[ \text{AMG} \]
\[ 6/8/18 \]
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ARTICLE  - DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

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

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

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

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

Section Four. Placement of an AAG on a paid leave of absence shall be governed by Regulation 5-240-3a to permit investigation.

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

Section Six. Wherever practicable, the investigation, interrogation or discipline of AAGs shall be scheduled in a manner intended to conform with the AAG's work schedule. When any AAG is called to appear at any time beyond his/her normal work time and actually testifies, he/she shall be deemed to be actually working. This provision shall not apply to Union Stewards.

Section Seven. Written reprimands, counseling letters, and warnings shall be included in the AAG's personnel file and, if not merged in the next service rating, shall be expunged after twelve months from the date of reprimand or warning. Written reprimands will be grievable but not arbitrable unless and until used as grounds, in whole or in part, for other disciplinary action, or constitute the basis of a decision to not select an AAG for a promotion.

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[Signature]
6/8/18
ARTICLE 1 - GRIEVANCE PROCEDURE

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

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

Section Three. Grievant. A Union representative, with or without the aggrieved employee, may submit a grievance, and the Union may in appropriate cases submit all institutional or "general" grievances on its own behalf. Where an individual employee or group of employees elects to submit a grievance without Union representation, the Union's representative or steward shall be notified of the pending grievance, shall be provided a copy thereof, and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting but shall be provided with a copy of the written response to the grievance. The steward shall be entitled to receive from the employer all documents pertinent to the disposition of the grievance and to file statements of position.

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

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

Section Six. The Grievance Procedure.

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

Step II. The Office of Labor Relations. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary for Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the Undersecretary for Labor Relations has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to the Undersecretary for Labor Relations within twenty (20) days of the date of the Step I response. Said Undersecretary or his/her designee may hold a conference within sixty (60) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.
Step III. Unless the parties agree to the contrary for a particular case, the Union may invoke arbitration following Step II in accordance with the Arbitration Protocol set forth as Appendix A to this Agreement.

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

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

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

Section Nine. Arbitration.

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

(b) The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his/her appointment. In cases of dismissals, demotions or suspension in excess of five (5) days, the parties shall request the arbitrator to maintain a recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof. The State will continue its practice of paid leave time for witnesses of either party.

(c) The arbitrator or arbitration panel shall be limited to the application of the provisions of this Agreement, shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I.
The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes § 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on competent jurisdiction to construe any such award as contravening the public interest.

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

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

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

To Exclude Section 10(e)
ARTICLE — VACATION AND PERSONAL LEAVE

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

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

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

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

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

[Signature]
6/18/18
ARTICLE ___ - ENTIRE AGREEMENT

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

[Signature]
6/8/18
ARTICLE ___ — SEPARABILITY AND SAVINGS CLAUSE

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

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

[Signatures]

[Date]
ARTICLE ___—DURATION OF AGREEMENT

This Agreement shall be effective on November 16, 2016 and shall expire on June 30, 2021.

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

Negotiations for the successor to this Agreement shall commence with the timetable established under the C.G.S. Section 5-276a(3). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.
APPENDIX A – ARBITRATION PROTOCOL

1. The parties will meet monthly to discuss all grievances on which arbitration is demanded. The purposes of such meeting are: (a) to categorize grievances in accordance with this agreement; (b) to schedule grievances for hearing dates in accordance to this agreement; and (c) to resolve matters that can be resolved. Participants in the meeting will be chosen by the parties to maximize the likelihood of achieving the purposes of the meeting.

2. Using the panel of arbitrators set forth in the CBA, the parties will schedule at least eight (8) dates per year on a rolling basis at least 90 days in advance. The intention is to use all those days if possible unless no matters are pending. The further intention of the process set forth in this agreement is to eliminate if possible, and if not to minimize, the number of paid arbitration days which are not used by the parties as a result of settlements occurring within the cancellation penalty period.

3. All things being equal, the parties will schedule matters for hearing in the order in which arbitration is demanded. However, the parties recognize that all things will often not be equal. For that reason, some matters are assigned categorical priority as set forth below. In addition, each party may choose up to three (3) matters per year to be given prime or expedited priority regardless of their category or minute. Finally, certain matters will be assigned to the “fill-in” category at the parties’ monthly meeting. The priorities are from lowest to highest:
   a. Matters in which there is no alleged ongoing harm to either party, and which can be prepared for hearing with little advance notice. [Example: A layoff alleged to be out of order, member already recalled, few facts in dispute.] These matters will be assigned by the parties to the “fill-in list” which will be used to cover arbitration dates available from late settlements, or because there are no higher priority matters.
   b. Matters in which there is no alleged ongoing harm to either party, but which cannot be prepared for hearing with little advance notice. [Example: A layoff alleged to be out of order, member already recalled, numerous facts in dispute, or discipline short of discharge.]
   c. Matters in which there is alleged ongoing harm to either party. [Examples: Discharge cases; contract interpretation cases with ongoing alleged violations.]
   d. Matters which either party has assigned high priority status (limit of 3 per party per contract year).

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

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

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

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

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

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

Section Five. The Employer shall notify the Union of new hires immediately upon their hire.
ARTICLE ___ – PERSONNEL RECORDS

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

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ARTICLE __ - SERVICE RATINGS

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

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

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

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

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

Section Five. The service rating form remains a negotiated document.
ARTICLE ___ – GRIEVANCE PROCEDURE

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

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

Section Three. Grievant. A Union representative, with or without the aggrieved employee, may submit a grievance, and the Union may in appropriate cases submit an “institutional” or “general” grievance on its own behalf. When an individual employee or group of employees elects to submit a grievance without Union representation, the Union’s representative or steward shall be notified of the pending grievance, shall be provided a copy thereof, and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting but shall be provided with a copy of the written response to the grievance. The steward shall be entitled to receive from the employer all documents pertinent to the disposition of the grievance and to file statements of position.

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

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

Section Six. The Grievance Procedure.

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

Step II. The Office of Labor Relations. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary for Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the Undersecretary for Labor Relations has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to the Undersecretary for Labor Relations within twenty (20) days of the date of the Step I response. Said Undersecretary or his/her designee may hold a conference within sixty (60) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.
Step III. Unless the parties agree to the contrary for a particular case, the Union may invoke arbitration following Step II in accordance with the Arbitration Protocol set forth as Appendix A to this Agreement.

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

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

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

Section Nine. Arbitration.

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

(b) The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his/her appointment. In cases of dismissals, demotions or suspension in excess of five (5) days, the parties shall request the arbitrator to maintain a recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof. The State will continue its practice of paid leave time for witnesses of either party.

(c) The arbitrator or arbitration panel shall be limited to the application of the provisions of this Agreement, shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I.
The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes § 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on competent jurisdiction to construe any such award as contravening the public interest.

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

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

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

9/4/18

[Signature]

9/4/18

[Signature]
ARTICLE __ — SICK LEAVE BANK

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

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

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

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

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

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

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

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

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

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

Section Four. Administration of the Program. An eligible AAG requesting use of emergency sick leave may make application on the prescribed form to a labor-management committee established to administer the program. Said Committee shall be comprised of two (2) members; one (1) from the Employer and one (1) from the Union. The Committee shall have full authority to grant benefits and administer the program in accordance with the guidelines above or as mutually agreed to. When an AAG returns to work, or when sick leave benefits have been exhausted, the agency will notify the Committee, in writing, with the total number of hours used by said AAG. Time off without loss of pay or benefits shall be granted to Committee members to attend meetings as necessary to administer this program.

The actions or non-actions of the Committee shall in no way be subject to collateral attack or subject to the grievance-arbitration process. The Committee shall not be considered a State agency, nor shall it be considered a board or other subdivision of the Employer. All actions shall be taken at the discretion of the Committee, and no requests shall be conducted as contested cases.
The parties agree to continue to share in the administration of the bank. This Article supersedes Regulations 5-247-5 and 5-247-6.

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

9/4/18

[Signature]

9/4/18

[Signature]
ARTICLE ___ - ORDER OF LAYOFF OR REEMPLOYMENT

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

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

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

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

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

Section Six. Reemployment List.

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

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

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

(d) There shall be no appointment from outside State service until laid-off AAGs eligible for rehire and qualified for the position involved are offered reemployment.
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OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Arbitration Award
Dated Feb 21, 2019

Bargaining Unit: Assistant Attorneys General and Department Heads
Period of Contract: July 1, 2016 through June 30, 2021

Number of Full Time Employees:
- All Funds: 199
- General Fund: 184

Total Annual Wages (26 pay periods) All Funds: $23,966,702

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FULL-TIME COMPENSATION SUMMARY

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### Analysis of NP-1 Arbitration Award

**OFFICE OF POLICY AND MANAGEMENT**  
Cost Estimate of Contract  
**Dated Feb 21, 2019**

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<th>All Funds Requirement - 26 pay periods</th>
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<td>(5) $2,000 One-time Payment</td>
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<tr>
<td></td>
<td>(6) Three Furlough Days</td>
</tr>
<tr>
<td>SUBTOTAL AGREEMENT ITEMS - 4th YEAR</td>
<td></td>
</tr>
<tr>
<td>Fiscal Year 2020-2021</td>
<td>(1) 3.5% COLA effective 7/1/2020</td>
</tr>
<tr>
<td></td>
<td>(2) 2% Annual Increment effective 7/1/2021</td>
</tr>
<tr>
<td></td>
<td>(3) Lump Sum at Maximum</td>
</tr>
<tr>
<td></td>
<td>(4) $12,000 Department Head Stipend</td>
</tr>
<tr>
<td>SUBTOTAL AGREEMENT ITEMS - 3rd YEAR</td>
<td>$1,388,863</td>
</tr>
<tr>
<td>TOTAL CONTRACT ITEMS - ALL FUNDS</td>
<td>$0</td>
</tr>
<tr>
<td>FRINGE ANALYSIS</td>
<td></td>
</tr>
<tr>
<td>Social Security 5.93% (effective average)</td>
<td>5.93%</td>
</tr>
<tr>
<td>Medicare 1.45%</td>
<td>1.45%</td>
</tr>
<tr>
<td>Unemployment 0.23%</td>
<td>0.23%</td>
</tr>
<tr>
<td>SERS Normal Cost 6.87%</td>
<td>6.87%</td>
</tr>
<tr>
<td>TOTAL FRINGE IMPACT</td>
<td>14.5%</td>
</tr>
<tr>
<td>TOTAL COST OF CONTRACT - ALL FUNDS</td>
<td>$0</td>
</tr>
</tbody>
</table>