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**ARTICLE 1
PREAMBLE**

The State of Connecticut, acting by and through the Connecticut Division of Criminal Justice, hereinafter called the "Division" or the "Employer", and Local 749, AFSCME Council 4, hereinafter called the "Union" or "AFSCME":

Witnesseth:

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

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

Now, therefore, the parties mutually agree as follows:

**ARTICLE 2
RECOGNITION**

Section 1. The Division of Criminal Justice of the State of Connecticut herein recognizes the Union as exclusive representative of the full-time employees in permanent positions whose job titles were placed within this bargaining unit by the Connecticut State Board of Labor Relations in Cases No. SEE-9659 and SEE-9660, and full-time employees in the classification of Juvenile Investigator and Appellate Secretary.

Accordingly, this Agreement shall pertain only to those employees whose job titles fall within the certification and classification above cited and shall not include employees who are paid on the temporary payroll. Persons otherwise eligible serving a working test period are included.

Section 2. If a newly created or acquired job classification is included in the unit by agreement or otherwise, the initial pay group placement shall be negotiated upon request of the Union. Disputes concerning pay groups shall not be grievable or arbitrable.

**ARTICLE 3
NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

Section 1. Neither party shall discriminate against any employee, except by reason of bona fide occupational qualifications, on the basis of race, color, religious

creed, sex, sexual orientation, age, national origin, ancestry, marital or civil union status, learning disability, past or present history of mental disability, genetic information, veteran status, mental retardation or physical disability (including, but not limited to, blindness).

Section 2. Neither party shall discriminate against an employee on the basis of membership or nonmembership in, or lawful activity in behalf of, the exclusive bargaining agent.

Section 3. In connection with Sections 1 and 2 above:

a. An employee, the Union, or the Union on behalf of an employee alleging conduct or action inconsistent with the obligation to avoid such discrimination shall promptly report any alleged threats of coercive conduct to an appropriate official with supervisory authority over the person alleged to have engaged in such conduct. Reasonable efforts shall be made to resolve the situation prior to resort to grievance-arbitration.

b. If the requirements of paragraph a. have been met, and there has been no reasonable offer to disavow or otherwise cure any perceived discrimination, a grievance may be filed at an appropriate step.

c. In any arbitration proceeding alleging a violation of Section 1 or 2, the Arbitrator shall determine whether the grievant has shown by a fair preponderance of the evidence, including, where appropriate, the surrounding circumstances, that the official responsible for the adverse action was motivated by discriminatory considerations but for which the action would not have been taken.

Section 4. Disputes involving alleged discrimination shall not be arbitrable if the obligations of Sections 3a and 3b have not been met.

ARTICLE 4 NO STRIKES - NO LOCKOUTS

Section 1.

a. The exclusive representative shall not engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slow-down, concerted withholding, interruption or disruption of services, sickout, or any interference with the mission of the Employer. This Article shall be deemed to prohibit the concerted refusal of overtime work.

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

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

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

ARTICLE 5 ENTIRE AGREEMENT

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

Section 2. 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Division of Criminal Justice 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:

- a) any subjects or matters referred to or covered in this Agreement, or
- b) any subjects or matters 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.

ARTICLE 6 MANAGEMENT RIGHTS

The parties recognize the central role of the Connecticut Division of Criminal Justice as an agency within the Executive Department with all management rights except appointment of all state's attorneys, in assuring compliance with the laws, the Constitution of the State of Connecticut, and the United States Constitution. The parties also recognize that the users of the Division's services, including the general

public, demand the prompt and efficient investigation and prosecution of all criminal matters, and insist upon the fullest protection of statutory, civil, and constitutional rights.

Unless an express, specific provision of this Agreement provides otherwise, the Connecticut Division of Criminal Justice acting through the Chief State's Attorney, and such other officials as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent, to manage and control the Division.

Such rights include, but are not limited to, establishing standards of productivity and performance of its employees, including establishing qualifications for ability to perform work in classes and/or ratings; determining its budget, its mission, and the methods, means and personnel necessary to fulfill that mission, including the contracting out, or the discontinuation of, services, positions, or programs, in whole or in part; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other disciplinary action against its employees; the layoff of its employees because of the lack of work or other legitimate reasons as stated in Article 15 (Reduction in Force) to determine the hours, days when, and locations where its offices will be in operation; to enforce existing rules and regulations as it deems appropriate; and to take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

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

ARTICLE 7 UNION SECURITY AND PAYROLL DEDUCTIONS

Section 1. During the life of this Agreement an employee retains the freedom of choice whether or not to become or remain a member of the Union which has been designated as the exclusive bargaining agent.

Section 2. Union dues shall be deducted by the Division bi-weekly from the paycheck of each employee who signs and remits to the Division an authorization form. Such deductions shall be discontinued upon written request of an employee thirty (30) days in advance.

Section 3. An employee who within thirty (30) days after initial employment in the bargaining unit covered by this Agreement fails to become a member of the Union which is the exclusive bargaining agent for his/her unit or an employee whose

membership is terminated for nonpayment of dues or who resigns from membership shall be required to pay an agency service fee under Section 4.

Section 4. The Division shall deduct an agency service fee or Union dues biweekly from the paycheck of each employee who is covered by this Agreement, provided, however, no such payment shall be required by employees:

- a) whose membership in the Union is terminated for reasons other than non-payment of Union dues; or
- b) who have initiated legal action to contest the legality of the agency fee, until such time as a final adjudication upholding the legality of such fee has been rendered.

The Union shall promptly notify the Division in writing of any termination of Union membership for reasons other than non-payment of Union dues.

The amount of agency service fee shall not exceed the minimum applicable dues payable to the exclusive bargaining agent. Any changes in the amount of Union dues or agency fees to be deducted shall be effective as soon as practicable, but in no event sooner than twenty-eight (28) days after receipt of written notice of such changes by the Office of the Chief State's Attorney.

Section 5. No payroll deduction of dues or agency service fee shall be made from worker's compensation or for any payroll period in which earnings received are insufficient to cover the amount of the deduction, nor shall deductions be retroactive.

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

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

ARTICLE 8 UNION RIGHTS

Section 1. The Union will furnish the Employer with a complete list of stewards designated to represent any segment or segments of the employees covered by this Agreement, specifying the jurisdiction and location of each steward or group of

stewards. The Union shall notify the Employer whenever there is a change in stewards or their assignments.

Section 2. Except as otherwise provided, Employer representatives shall deal with Union-designated staff representatives or stewards exclusively in the processing of grievances or any other aspects of contract administration.

Section 3. Access to Premises. AFSCME Council 4 staff shall be permitted to enter the work premises of the Employer at any reasonable time for the purpose of discussing, processing, or investigating filed or potential grievances or otherwise performing Union business, provided that:

- 1) they give reasonable notice in advance to the supervisor in charge of their intent to enter the work premises;
- 2) they give notice of their presence immediately upon arrival to the supervisor in charge; and
- 3) they do not interfere with the performance of duties.

The Union will furnish the Employer with a current list of its staff personnel and shall maintain the currency of said list.

Section 4.. Role of the Steward in Processing Grievances. The stewards will obtain permission from their immediate supervisors to leave their work assignments in order to carry out their duties, promptly and expeditiously, in connection with this Agreement. Permission from supervisors, based upon the work situation, will not be unreasonably withheld.

Before contacting an employee, the steward will first report to and obtain permission to see the employee from the employee's supervisor. If the supervisor is not available, the steward will obtain permission from the person left in charge. Permission from supervisors, based upon the work situation, will not be unreasonably withheld.

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

Section 5. Bulletin Boards. The Employer shall furnish reasonable bulletin board space, where presently available, in each location which the Union may utilize for its announcements. A bulletin board will be installed in any location presently leased by the Employer which does not have one.

Bulletin board space shall not be used for material that of a partisan political nature, or is inflammatory or derogatory to the Employer. The Union shall limit its posting of notices and bulletins to such bulletin board space.

Section 6. Access to Information. The Employer agrees to provide the Union, upon request and adequate notice, access to materials and information which are necessary for the Union to fulfill its responsibility to administer this Agreement. The Union shall reimburse the Employer for the expense and time spent for photocopying of information.

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

In denying the Union access to information, the Employer shall state in reasonable detail the basis of denial.

Section 7. Release Time for Union Business.

a. Delegates to the biennial AFSCME Convention not to exceed two (2) for the AFSCME bargaining unit shall be granted, subject to operating needs and prior notification to the Chief State's Attorney, leave without loss of pay or benefits, for five (5) days to attend such convention.

b. Delegates to the annual Connecticut State AFL-CIO Convention not to exceed two (2) for the AFSCME bargaining unit shall be granted, subject to operating needs and prior notification to the Chief State's Attorney, leave without loss of pay or benefits for three (3) days to attend such convention.

c. In each contract year, there shall be a bank of hours for use by the Union to conduct its business during that year. The bank shall consist of two hundred twenty-six (226) hours for each year, plus up to one hundred (100) unused hours carried over from the prior year, to a maximum of three hundred twenty-six (326) hours in any one year. Time used for the conventions specified in subsections a and b of this Section, processing or investigating grievances, labor-management meetings pursuant to Article 9 of this Agreement, contract negotiations or steward training shall not be charged to this bank of hours. The Union shall give written notice to the Chief State's Attorney or his designee, ordinarily fourteen (14) days in advance, specifying the dates of release, the names of employees to be released and their work locations, and permission by the Chief State's Attorney shall not be unreasonably withheld. Time off under this Section shall be granted in no less than half-day units only.

Section 8. Orientation and Training. The Employer will provide each new employee with a copy of the collective bargaining agreement then in force and will furnish such employee with the name(s) of his/her steward(s). The Division shall provide the Union with a list of new employees and their work locations within a reasonable period of time after they are hired. Each new employee shall be released from work for one hour immediately before or after his/her meal period without loss of pay or benefits to attend a union orientation meeting. The time and location of such meeting shall be determined by mutual agreement of the Union and the Employer.

Section 9. Steward Training. The Division and AFSCME agree that in order to promote the precepts as incorporated in the Preamble of this Agreement and for the expeditious and reasonable processing of disputes under this Agreement, steward training shall be a valuable asset in promoting these goals. Stewards shall be granted time off for training and representational duties.

ARTICLE 9 LABOR MANAGEMENT MEETINGS

Section 1. Upon request of either the Union or the Division, the parties shall schedule a meeting at a mutually agreeable time to discuss any matter of concern relating to working conditions, such as administration of this Agreement, labor-management relations, or efficiency and increased productivity. When making a request for a meeting, the requesting party shall indicate the topics it desires to discuss. Normally, each party shall not have more than three (3) representatives at such meeting. These meetings shall not be bargaining sessions.

Section 2. Meetings held in accordance with this Article shall be held during normal business hours without loss of pay or benefits provided that no compensatory time or overtime shall be granted for hours outside the employees' normal work schedule.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 1. Definition. 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 2. Format, Filing and Communications. Grievances shall be filed in writing and shall specify in reasonable detail: (a) the facts; (b) the issues; (c) the date of the violation alleged; (d) the controlling contract provision; (e) the remedy of relief sought.

In the event a grievance is unclear or incomplete and not in compliance with this Section, the grievant shall be so informed and asked to provide additional information. If it remains unclear, the Employer shall make its best efforts to handle the grievance as he/she understands it.

A grievance may be expanded at or before its submission to Step II, but not after.

A steward may use Division photocopying machines to make copies of a grievance to be filed with a representative of the Division and may use a Division fax machine to transmit a grievance or arbitration filing if time constraints do not permit mailing. In all cases, Division business shall take priority in use of photocopying or fax machines. Management and Union officers, stewards or representatives shall continue to use such methods of communication as they have used in the past for scheduling and resolving grievances.

Section 3. Grievant. A Union representative, with or without the aggrieved employee(s), may submit a grievance on his/her behalf (a "general" grievance), and the Union may in appropriate cases submit a grievance in its own behalf, with respect to rights of the Union (an "institutional" grievance).

Section 4. Time Limit. A grievance shall be deemed waived unless submitted at Step I:

- a) either within forty-five (45) days from the act or omission from which the grievance arises; or
- b) within forty-five (45) days from the date the grievant or any Union representative or steward through reasonable diligence should have known of the act or omission, whichever is later.

Except where the grievant's delay is prejudicial to the other party, a grievance may be filed and processed to arbitration where the grievance involves a repetition of an act or omission in the nature of a continuing violation.

Section 5. Informal Resolution. Attempts to resolve disputes informally, without resort to the grievance procedure outlined in Section 6, are encouraged.

Section 6. Grievance Procedure.

Step I. A grievance may be submitted within the forty-five (45) day period specified in Section 4 to the employee's first supervisor (in the chain of command) who is outside the bargaining unit. Such supervisor shall meet with the union representative

and/or the grievant and issue a written response within seven (7) days after such meeting, but not later than ten (10) days after the submission of the grievance.

Step II. Chief State's Attorney. The parties acknowledge that orderly administration of the contract grievance procedure requires the Chief State's Attorney or his/her designee 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 Chief State's Attorney or designee has had the opportunity to resolve the grievance. An unresolved grievance may be appealed to the Chief State's Attorney within fourteen (14) days of the date of the Step I response. Said Chief State's Attorney or his/her designated representative may hold a conference within forty-five (45) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

Step III. Arbitration. Within fourteen (14) working days after the State's answer is due at Step II or if no conference is held within forty-five (45) days, within fourteen (14) working days after the expiration of the forty-five (45) day period an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee(s).

Section 7. Extension of Time Limits. For the purpose of the time limits hereunder, "days" means calendar days unless otherwise specified. The parties by mutual agreement may extend time limits. The Division may waive Step I by notifying the steward and/or Step II by notifying the Union office.

Section 8. Failure to Answer. 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 therefor shall apply as if the Employer's answer had been timely filed on that last day.

The grievant assents to the last attempted resolution by failing timely to appeal said decision, or by accepting said decision in writing.

Section 9. Settlements of Grievances. Settlements of grievances under Section 6 of this Article shall be reduced to writing and signed. No settlement at Step I shall constitute a precedent for future grievances or arbitration, unless the parties to this Agreement agree to the contrary; accordingly, except by mutual agreement, such settlements shall not be admissible as evidence in any arbitration proceeding. Settlements at Step II of the grievance procedure shall be deemed precedential unless the parties expressly state to the contrary in the settlement agreement.

Section 10. Arbitration.

- a. **Submission.** Submission to arbitration by the Union shall be by letter, with the grievance attached, to the Chief State's Attorney or his/her designee. If the Employer invokes the provisions of this Section, submission to arbitration shall be by letter, with the grievance attached, to the Executive Director of AFSCME.
- b. **Selection of Arbitrator.** Upon receipt of a submission to arbitration, the Chief State's Attorney or his/her designee and the Union shall confer regarding the selection of a mutually acceptable arbitrator. In the event that no agreement is reached within ten (10) calendar days, the Union shall file with the American Arbitration Association.
- c. **Procedures.** 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 appointment.
- d. **Costs.** The expenses for the arbitrator's service and for the hearing shall be shared equally by the parties. Unless requested by a party, no verbatim record of the proceedings shall be made. Costs of making a record shall be borne by the requesting party. The costs of a transcript shall be borne by the party requesting same. If the arbitrator requests a copy of the record, the costs of said record shall be shared equally.
- e. **Attendance.** The Employer shall grant reasonable time off to employees to attend an arbitration proceeding for the purpose of testifying. The Union shall provide reasonable notice, ordinarily three (3) or more days, of the employees it wishes to be excused for such attendance.
- f. **Arbitrability Claims.** On grievances when the question of arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator, the arbitrator shall, at the request of either party, conduct a separate hearing on the issue of arbitrability and shall determine that issue before further proceedings are held. In determining such questions a rebuttable presumption of arbitrability shall be applied.
- g. **Authority of Arbitrator.** The arbitrator 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 pertinent provision of this Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was first submitted. Except as expressly provided by a specific provision of this Agreement, the exercise of rights under Article 6 (Management Rights) as well as any other matter dealing with the administration of the

Division shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

h. Arbitrator's Decision. The arbitrator shall render his decision in writing no later than 30 calendar days after the conclusion of the hearing or receipt of briefs, whichever is later, unless the parties agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with Conn. Gen. Stat. § 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 arbitrable awards, including a decision by a court of competent jurisdiction that the arbitrator's award: (1) contravenes the public interest, or (2) is arbitrary or capricious.

As to the specific, express provisions of this Agreement, the parties have bargained for the arbitrator's construction. Absent any of the above grounds for overturning an award, the courts shall not substitute their interpretation for that of the arbitrator.

Section 11. Reclassification Grievances -- Disputes over an employee's job classification (reclassification grievances) shall be subject to the grievance procedure set forth in Article 10, but shall not be arbitrable. The final step of appeal shall be to a three (3) person panel consisting of two (2) members appointed by the Chief State's Attorney and one (1) member appointed by the Union. Pay retroactivity, if warranted, may not apply earlier than thirty (30) calendar days prior to the date of the filing of the grievance at the earliest step.

Section 12 -- Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the arbitration procedure:

- a) discipline of employees, except as provided in Article 14 (Discipline);
- b) dismissal of employees during a probationary period;
- c) disputes over an employee's job classification (reclassification grievances);
- d) the decision to lay off employees, subject to Article 15 (Reduction in Force);
- e) classification and salary group for newly created jobs, provided, however, this clause shall neither enlarge nor diminish the Union's right to negotiate on such grades;

- f) compliance with health and safety standards and CONN OSHA;
- g) any incident which occurred or failed to occur prior to the effective date of the pertinent provision of this Agreement, subject to Article 34 (Duration); and
- h) disputes over claimed unlawful discrimination, except as provided in Article 3 (Non-Discrimination and Affirmative Action).

ARTICLE 11 PROBATIONARY PERIOD

Section 1. Duration and Extension of Probation.

a. The probationary period shall be deemed an extension of the hiring process or, where appropriate, the examination process. Accordingly, permanent status in a duly authorized full-time position will be attained by the employee after the conclusion of a satisfactory probationary period of six (6) months of continuous employment unless, prior to the conclusion of such period, a management designee reports, in writing, to the Chief State's Attorney that the employee is unable or unwilling to perform his/her duties so as to merit continuance in such a position and is, consequently, to be terminated as of a specific date not later than the termination date of the applicable probationary period.

b. The employee shall be rated on the criteria, inter alia, of the quality of work, the quantity of work, dependability, conduct, attendance, physical and mental capacity to perform the work assigned, judgment, ability to deal with people, and, if applicable, supervisory ability. Upon receipt of such written notification at any time within the six (6) month period, the Chief State's Attorney or his designee may direct the removal of the employee's name from the payroll effective on the date specified in the written notification, unless the employee is appointed to another position in the Division of Criminal Justice for which he/she may be better suited.

c. The probation period may be extended up to ninety (90) days beyond the probationary period of six (6) months of continuous employment for corrective action.

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

Section 3. Employees promoted to a higher position shall serve a three (3) month probationary period in that position, subject to the pertinent provisions of Section 1 a. and b. of this Article. Upon receipt of written notification of

unsatisfactory performance, the employee shall be offered a position similar to that from which he/she was promoted. Neither the offer nor the acceptance of such a position shall be deemed a demotion.

ARTICLE 12 SERVICE RATINGS

Section 1. The annual service ratings shall be completed approximately three (3) but no less than two (2) months prior to the employee's annual increase date. A service rating will be conducted by the employee's immediate supervisor. When an employee is rated "unsatisfactory," the rating supervisor shall state reasons and, if practicable, suggestions for improvement. All service ratings of "unsatisfactory" must be discussed with the employee at an informal meeting to be scheduled by the rating supervisor, normally within seven (7) days after the employee has seen the report and prior to its submission to the Chief State's Attorney.

There shall be two overall ratings: "satisfactory" or "unsatisfactory". An employee receiving an "unsatisfactory" evaluation shall not receive an annual increment.

Section 2. Disputes.

a. Disputes concerning compliance with this Article may be subject to the grievance, but not the arbitration procedure. Disputes concerning procedural requirements of this Article shall be promptly aired by the employee so that timely correction can be sought. Where appropriate, reasonable efforts shall be made to correct or mitigate alleged procedural defects.

b. Notwithstanding paragraph a of this section, disputes concerning the grounds for an "unsatisfactory" rating, and thus the denial of an increment, shall be subject to arbitration, but the increment may only be restored if the evaluator's decision, in light of all the credible evidence, is clearly shown to be arbitrary and capricious. The arbitrator shall not substitute his/her judgment for the judgment of the evaluator in applying and weighing evaluation standards.

Section 3. The Union shall be consulted prior to final adoption by the Division of any written regulations, procedures, or forms which relate to evaluation of employee performance. Nothing in this Article shall be deemed to impair the continuing use of existing evaluation procedures and forms or the implementation of existing regulations concerning matters covered by this Article.

All service ratings shall be conducted on forms which are standardized either by job classification or by division.

ARTICLE 13 PERSONNEL FILES

Section 1. Definitions. An employee's "personnel file" is defined as the personnel file maintained by the Division of Criminal Justice.

Section 2. Access to File. An employee, on his/her request, or a Union representative, upon written authorization, shall be permitted to examine and copy during normal business hours and at his/her expense, all materials placed in his/her personnel file other than any preemployment material or any other material that is confidential or privileged. Any privileged or confidential information shall not be revealed to any party outside the Division without the written consent of the employee.

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

Section 3. Derogatory Material. Upon execution of this Agreement, no new material derogatory to an employee shall be placed in his/her personnel file until he/she receives a copy of such material within three (3) business days.

Within thirty (30) days following receipt of a copy of the material, an employee may file a written rebuttal to such material. Such material not subsequently incorporated into a service rating shall, upon request of the employee, be expunged after twelve (12) months.

An employee may file a grievance objecting to any derogatory material placed in his/her file, provided, however, no such grievance shall be arbitrable, unless and until it is used as grounds, in whole or in part, for disciplinary action, or it constitutes the basis of a decision not to select an employee for a promotion as defined in this Agreement.

In any arbitration proceeding alleging that derogatory material constituted the basis of a decision not to select an employee for a promotion, the remedy, if such material was without just cause, shall be limited to: (1) the removal of such material from the employee's personnel record and (2) in recognition of the limited number of promotional vacancies for unit employees, an order to re-do the promotion from among the original applicants without consideration of such material. Accordingly, no remedy ordering the selection of the grievant shall be available nor shall the employee originally selected forfeit pay received while serving in the promotional position.

Section 4. This Article shall not be deemed to prohibit supervisors from maintaining written notes or records on an employee's performance or conduct for the purpose of preparing service ratings and other appropriate purposes. Such notes or records shall ordinarily be merged into a service rating or personnel record within twelve (12) months of the date such notes or records were prepared. Such notes or records shall be made available to the employee if and when they are used as grounds, in whole or in part, for disciplinary action or when they constitute the basis of a decision not to select an employee for a promotion as defined in this Agreement.

ARTICLE 14 DISCIPLINE

Section 1. Types of Discipline.

a. **Serious Discipline.** Serious discipline includes discharge, demotion, or suspension without pay of an employee who has attained permanent status.

b. **Divisional Discipline.**

1. Divisional discipline shall be defined as follows:

- a) denial of annual increment due to misconduct;
- b) suspension without pay, not to exceed three (3) days;
- c) written reprimand.

2. The transfer of an employee due to misconduct shall not require that the employee commute a distance of more than fifty (50) miles round trip (unless the employee commuted a greater distance prior to the transfer).

c. Preventive discipline shall be defined as suspension with pay up to three (3) days. A suspension or administrative leave with pay pending the outcome of an investigation shall not be considered "discipline" and shall not be subject to the provisions of this Article.

Section 2. Authority to Discipline

a. Serious discipline may be imposed by the Chief State's Attorney or his designee.

b. Divisional discipline may be imposed by the Chief State's Attorney or his designee.

c. Preventive discipline in appropriate circumstances may be imposed by supervisors or officials outside the bargaining unit.

Section 3. Appeal Procedures

- a. 1. The Chief State's Attorney or his designee shall inform the employee in writing of the discharge, demotion, or suspension without pay, the effective date of such action, and the reasons for such action. Supporting facts shall be set forth in reasonable detail.
2. Within fourteen (14) days of the imposition of serious discipline, an employee may file a Step II grievance.
3. The imposition of serious discipline shall be for just cause. Within fourteen (14) days after the appropriate response at Step II, or if no response is forthcoming after the expiration of the time set forth in Article 10, the Union may invoke arbitration.

b. Procedures for Imposition of Divisional Discipline. The Chief State's Attorney may consider, independent of the service rating, misconduct as grounds for denying an annual increment. In the event that an increment is denied as discipline for misconduct, the loss of the increment shall, contingent upon satisfactory performance in the period pertinent to the next service rating, be limited to one year; thus the employee would be restored after a year to the step he/she would have been on but for the original denial of the increment. However, such employees will not recoup the loss sustained during the year for which the increment was denied.

Denial of an increment due to misconduct shall be for just cause and shall be arbitrable.

When, after investigation, the Chief State's Attorney or his designee determines that an employee shall be suspended or should forfeit annual leave, a written complaint shall be prepared which sets forth in reasonable detail supporting facts.

Prior to issuing the complaint, the Chief State's Attorney or his designee and the employee (and Union steward, if desired) shall meet to discuss the complaint with a view towards settlement. At the meeting the employee shall be apprised of the substance of the complaint and shall be given an opportunity to respond. Such response may include the suggestion that additional persons be interviewed or other additional

investigation be conducted, but the meeting shall not be in the nature of a hearing and shall not involve appearances by witnesses.

Any settlement at or after the meeting shall be reduced to writing at the time it is agreed to. If the meeting does not produce a settlement within five (5) calendar days, the complaint shall be issued and a suspension or forfeiture of leave shall be imposed. In any action to impose a suspension or forfeiture of leave under Section I(b) above, the maximum penalty for any offense or accumulation of offenses up to the date of the action shall be three (3) days.

Within three (3) days of receipt of the complaint an employee may file a grievance at Step II. The Employer's response, with or without a meeting, is due seven (7) days after receipt of the grievance. Within seven (7) days after the Employer's response is received or due, whichever is earlier, the Union may invoke arbitration to determine whether the discipline was for cause. The arbitrator shall issue a decision within (5) days after the record is closed.

Written reprimands shall be grievable, but shall not be arbitrable unless and until used as grounds, in whole or in part, for other disciplinary action, or it constitutes the basis of a decision not to select an employee for a promotion as defined in this Agreement.

In any arbitration proceeding alleging that a reprimand constituted the basis of a decision not to select an employee for a promotion, the remedy if such reprimand was without just cause, shall be limited to:

- 1) the removal of the reprimand from the employee's personnel record, and
- 2) an order to re-do the promotion from among the original applicants without consideration of such reprimand, in recognition of the limited number of promotions and vacancies for unit employees. Accordingly, no remedy ordering the selection of the grievant shall be available nor shall the employee originally selected forfeit pay received while serving in the promotional position.

c. Preventive Discipline.

1. Suspensions with pay shall not be grievable or arbitrable.
2. If, as a result of an investigation of allegations of facts leading to a suspension with pay, no action is taken, the record of the suspension shall be removed from the employee's file.

Section 4. The Employer shall not engage in any discipline without just cause.

Section 5. Penalty for Violation of No-Strike Article.

a. Employees who engage in a strike, sympathy strike, work stoppage, slow-down, concerted withholding, interruption or disruption of service, sickout, or any interference with the mission of the Division of Criminal Justice may, at the exclusive option of the Employer, be discharged or disciplined.

b. In taking action under paragraph (a), above, the Employer may also consider whether the employee induced, supported, or encouraged other employees to engage in activities prohibited by Article 4 (No Strikes-No Lockouts).

Section 6. Disciplinary Interviews.

a. A Union steward may attend a disciplinary interview as a witness for, and consultant to, an employee when all of the following circumstances apply:

1. The employee is being interviewed as part of an investigation of misconduct by a supervisor, official, or other representative of the Division. The employee will be informed that the interview is part of an investigation of misconduct.
2. Such discipline is considered likely at the time of the interview, but no final decision has been reached.
3. The employee requests the presence of a local steward.
4. A steward is available within a reasonable time, ordinarily not to exceed twenty-four (24) hours.
5. No emergency work situation involving the employee or the steward exists.
6. The steward does not interrupt or otherwise impede the interview.
7. Only one steward may attend an interview or series of interviews.

b. The rights conferred in this Section constitute the full extent to which the parties intend the Weingarten case to be applied.

c. Ordinarily, violations of paragraph a shall not be grounds for altering disciplinary action. However, the arbitrator reviewing such action may order other relief appropriate to the nature and circumstances of the case.

Section 7. Whenever practicable, the investigation, interrogation, or discipline of employees shall be scheduled in a manner intended to conform with the employee's work schedule, with an intent to avoid overtime or compensatory time. When an employee 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 8. Notwithstanding the above provisions of this Article, the Employer may impose any type of disciplinary action on employees who have not attained permanent status; such action shall not be grievable or arbitrable.

ARTICLE 15 REDUCTION IN FORCE

Section 1. Definition. A layoff is defined as the involuntary nondisciplinary separation of an employee due to a reduction in the work force. A layoff shall not be deemed to include a non-reappointment of a person appointed for a statutory term of office.

Section 2. Reason for Layoff. Employees may be laid off because of lack of work, economy, insufficient appropriation, a change in Division organization, abolition of position or any other cause. Any increased use of volunteers shall not form the basis for a layoff of any unit employee.

Section 3. Procedures for Reduction in Force.

a. Any necessary cutback in the number of employees shall be accomplished as far as practicable by normal attrition.

b. Scope of Layoff. Layoffs within the bargaining unit shall be instituted on a bargaining unit-wide basis or may be limited to one or more position classifications.

c. Seniority as used in this Article is defined as current, continuous service as a full-time employee in the Division of Criminal Justice in the employee's current classification. The term "current classification" includes:

- 1) for supervisory employees, both the job title held and non-supervisory job titles in the classification series.

- 2) for non-supervisory employees, all non-supervisory job titles in the classification series.

Section 4. Impact of Contracting Out.

a. During the life of this Agreement, no full-time permanent employee will be laid off as a direct consequence of the exercise by the Employer of its right to contract out.

b. The Employer will be deemed in compliance with this Section if (1) the employee is offered a transfer to the same or similar position which, in the Employer's judgment, he/she is qualified to perform, with no reduction in pay; or (2) the Employer offers to train an employee for a position which reasonably appears to be suitable based upon the employee's qualifications and skills. There shall be no reduction in pay during the training period.

Section 5. Notice of Layoffs.

a. The Employer shall give the Union not less than four (4) weeks notice of layoff and at the Union's request shall meet to discuss alternatives.

b. The Employer shall give employees not less than four (4) weeks notice of layoffs.

Section 6. Order of Layoff; Bumping.

a. Within a facility or work location affected by a reduction in force, the least senior employee in the classification affected by said reduction shall be subject to layoff.

- b.
 1. An employee who is subject to layoff in accordance with subsection a above shall first be given the option to fill a vacancy in the same classification, in the Division, if there is any such vacancy available.
 2. An employee who declines to fill an available vacancy shall be laid off and shall be deemed to have waived any bumping rights. In the event that there is more than one vacancy, the employee shall have the option to select the location of the vacancy he/she wishes to fill.

c. If there is no vacancy available, the following procedures shall be followed in order:

1. The employee shall be given the option to bump the least senior employee in the same classification within the Division, provided he/she has more seniority than the least senior employee.
2. If the least senior employee in the classification is at a location which would require the employee subject layoff to have his/her round-trip commute from home to office increase by more than thirty (30) miles, the employee may bump the least senior employee at his/her facility or work location in a lower classification in which the employee formerly held permanent status, provided the employee has more seniority than said least senior employee.
3. If no positions are available to the employee under items (1) and (2) above, the employee shall be laid off and shall be placed on a recall list for Division vacancies in his/her classification for a period of twenty-four (24) months, and any applicable statewide reemployment list.

d. An employee who bumps into a lower classification shall be paid at the rate of pay in the lower salary range that is closest to the rate of pay held by the employee at the time of reassignment. Provided that the employee is not paid more than the maximum rate of the lower salary range, the employee's placement shall be at a rate of pay which is not lower than that held prior to the time of bumping.

Section 7. Reemployment.

a. An employee who is laid off and placed on a reemployment list as provided in Section 6 above shall be subject to recall in order of seniority. The Division shall give written notice to an employee on the recall list when there is an available vacancy in the classification. The employee shall have ten (10) calendar days from receipt of the notice of recall within which to accept reemployment. If there is no response within the ten-day period, it shall be deemed a rejection.

b. An employee who rejects an offer of reemployment that is within a fifty (50) mile round trip commute shall be removed from the recall list. This provision may be waived for good cause in the Division's discretion.

c. An employee who has been laid off shall retain his/her seniority for twenty-four (24) months but shall not continue to accrue seniority during the period of layoff.

ARTICLE 16
SAFETY

The Employer is receptive to all recommendations regarding improvement of apparently unsafe or unhealthy conditions. Once the Employer determines that an unsafe or unhealthy condition exists, it will attempt to alleviate or otherwise remedy the condition.

If an employee is required to perform some duty or task under an unsafe condition which in fact presents a clear, present, and substantial danger of physical harm, the employee may refuse to perform the duty or task pending the immediate and expedited communication of the unsafe condition through the chain of command (Supervisor, State's Attorney, Chief State's Attorney).

Disputes over unsafe or unhealthy working conditions shall be processed through the Labor Department for compliance with Conn-OSHA or otherwise with the Statewide Labor Management Advisory Committee, but shall not be subject to the grievance procedure.

ARTICLE 17
COMPENSATION

Section 1. Base Salary Increases.

- a. There shall be no increase in base salaries for the first year of this Agreement (2009-2010).
- b. Effective at the start of the pay period following July 1, 2010, the base annual salary of all employees shall be increased by two and one-half percent (2.5%).
- c. Effective at the start of the pay period following July 1, 2011, the base annual salary of all employees shall be increased by two and one-half percent (2.5%).

Section 2. Annual Increments.

- a. There shall be no annual increments during the first year of this Agreement (2009-2010).
- b. Employees will continue to be eligible for and receive annual increments during the 2010-11 contract year in accordance with existing practice, but the annual increments shall be delayed by

three (3) months. During the 2010-11 contract year, an employee who is at the maximum step of the salary schedule and does not receive an annual increment shall receive a lump sum payment of five hundred dollars (\$500.00) in the payroll period when the annual increment would have been effective, delayed by three (3) months.

- c. Employees will continue to be eligible for and receive annual increments during the 2011-12 contract year in accordance with existing practice, but the annual increments shall be delayed by three (3) months. . During the 2011-12 contract year, an employee who is at the maximum step of the salary schedule and does not receive an annual increment shall receive a lump sum payment of five hundred dollars (\$500.00) in the payroll period when the annual increment would have been effective, delayed by three (3) months.

Section 3. Classifications and Salary Schedules. The classifications of bargaining unit employees and the salary groups to which classifications are allocated are set forth in Appendix B. Salary schedules are set forth in Appendix C.

Section 4. Salary Upon Promotion from Clerk to Senior Clerk and from Senior Clerk to Secretary 1. When the Division decides to promote an employee from Clerk to Senior Clerk or from Senior Clerk to Secretary 1, the promotion shall be effective on the employee's next annual increment date. In effecting such promotion, the Division shall first calculate the annual increment (if any) in the old salary group and then move the employee to the new salary group using the "round-up" method. The intent of this provision is that these promotions shall be in lieu of the employee's annual increment for the contract year in which the promotion occurs.

Promotions may occur in a year in which there are no annual increments or annual increments delayed. In such years, the method of calculating the increase due shall be the same as provided herein and shall occur on the date (January or July) when the employee would have been promoted if annual increments were being given in the normal manner.

Section 5. Longevity. Employees shall continue to be eligible for longevity payments in accordance with existing practice. Employees employed by the Division on July 1, 1996 in connection with the transfer of juvenile justice functions from the Judicial Department to the Division shall have their prior service in the Judicial Department counted for purposes of longevity.

Section 6. Tuition Reimbursement.

a. Any employee who has completed the initial working test period and is continuing his/her education in a job-related area, or in an area that will assist the employee in upward mobility or promotional opportunities, shall be eligible for tuition reimbursement for a maximum of eighteen (18) credits or the equivalent per year. Effective for the first semester following approval of this Agreement by the General Assembly, there shall be a maximum limit of \$1,500 tuition reimbursement per employee in each contract year. This maximum dollar limit may be adjusted in subsequent contract year(s) by mutual agreement of the parties.

b. There shall be no additional funds appropriated for the purpose of tuition reimbursement in the first two years (2009-2011) of this Agreement. Funds carried over from the prior contract year shall remain available for tuition reimbursement. If the tuition reimbursement fund has been depleted by June 30, 20011, there shall be \$7,000 appropriated for the purpose of tuition reimbursement in the 2011-2012 contract year.

c. An employee applying for tuition reimbursement must submit the appropriate forms in accordance with Division procedures not less than two (2) weeks prior to the start of the course. After approval has been received, if the employee decides not to take the course(s) or to drop a course(s), he/she shall notify the Employer so that funds may be utilized for another employee. As soon as possible but not more than thirty (30) days following completion of the course(s), the employee shall submit the required documentation of payment and successful course completion. If no claim for reimbursement or request for extension has been submitted to the Comptroller within sixty (60) days of the end of the semester or course, the fund committed for the course(s) shall be released and made available for others.

d. Upon presentation of evidence of payment and successful completion of the course(s), the reimbursement per credit shall be as follows:

1. For credit courses at accredited institutions of higher education, one hundred (100) percent of the cost of tuition, laboratory fees and community college service fees up to a maximum of \$115 per credit for undergraduate courses and \$145 per credit for graduate courses.

2. For other courses or programs, there shall be fifty (50) percent tuition reimbursement to a maximum of \$57.50 per credit for undergraduate courses and \$72.50 per credit for graduate courses.

e. Tuition reimbursement for external degree programs for courses offered at non-accredited institutions or non-credit course shall be subject to prior approval by

the Labor Management Committee. The Committee shall, as part of the approval process, determine the amount that will be reimbursed.

Non-credit courses will be converted to an equivalent number of credits for the purpose of computing reimbursement. For example, six to fifteen hours of non-credit classroom time will be considered the equivalent of one credit.

For external degree programs, the enrollment fee and the examination fee for up to six examinations per year shall be covered by tuition reimbursement.

Section 7. Travel Reimbursements.

a. An employee who is required to travel on official state business shall be reimbursed in accordance with and subject to the conditions outlined in the Division's travel policy.

b. An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position, may be reimbursed for lodging expenses in accordance with the Division's travel policy. Advance approval must be obtained from the Office of the Chief State's Attorney.

c. During the life of this Agreement, an employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the rate per mile set forth in the Division's travel policy. Reasonable parking fees and tolls shall also be reimbursed when the request is accompanied by receipts.

d. It is the intent of the parties that the travel policy referenced herein shall be the policy adopted for all employees of the Division who are represented by the Union as well as non-bargaining unit employees.

ARTICLE 18 TEMPORARY SERVICE IN A HIGHER CLASS

Section 1. An employee who is assigned to perform temporary service in a higher class shall, commencing with the twentieth (20th) consecutive workday, be paid for such actual work retroactive to the first day of such work at the rate of the higher class as if promoted thereto.

Section 2. Such assignments may be made when there is a vacancy in a permanent position which management has decided to fill, or when an employee is on extended absence due to illness, leave of absence, or other reasons. Extended absence is one which is expected to last more than twenty (20) working days.

Eligibility for temporary assignment to a higher classification requires that the employee meet the minimum qualifications for the higher classification as defined in the official job specification.

Section 3. A management designee making a temporary assignment to a higher class shall issue the employee written notification of the assignment and shall immediately forward the appropriate form seeking written approval of the assignment from the Chief State's Attorney or his designee.

The Chief State's Attorney or his designee shall expedite requests for approval of assignments to temporary service in a higher class.

If on or after the thirty-first (31st) consecutive working day of such service, the Chief State's Attorney or his designee has not approved the assignment, or in the event the Chief State's Attorney or his designee disapproves the requested assignment, the employee upon request shall be reassigned to his/her former position.

If the employee does not request reassignment to his/her former position, the employee shall continue working as assigned with recourse under the appeal procedure for reclassification. The form certifying the assignment will specify the rights and obligations of the parties under this Agreement.

Section 4. Temporary assignments to a higher class for periods of twenty (20) working days or less shall not be utilized to defeat the basic contractual obligation herein.

ARTICLE 19 HOURS OF WORK

Section 1. Regular Workweek.

a. The regular standard workweek is defined as the number of hours of work normally scheduled to be performed in a seven day period beginning Friday (12:01 a.m.) and ending Thursday (midnight).

b. The standard work week shall be thirty-seven and one-half (37.5) hours per week.

Section 2. Scheduling of Hours.

a. Full-time employees shall normally work Monday to Friday.

b. The normal work schedule for all employees shall be 8:30 a.m. to 5:00 p.m.

c. Work schedules other than as set forth in b above, including modification of the meal period provided in Section 2 below, may be adopted after consultation between the parties, for operational reasons or based on the needs of employees.

d. The Chief State's Attorney reserves the right for operating purposes to establish second and third shifts. In the event that new hours of work are contemplated, the parties shall negotiate the effects of such schedule. Said negotiations shall not be limited to staffing, wages or Judicial District. Notice of such changes, if any, initiated by the Employer, shall be sent directly to Council 4 Headquarters, with a copy to the President of Local.

Section 3. Meal Periods. Meal periods shall be one (1) hour in duration, scheduled close to the middle of the workday. Meal periods shall, except in unusual circumstances, be considered duty free. Meal periods shall not be counted as work time. The voluntary omission of a meal period, in whole or in part, shall not modify the starting or leaving time schedule.

Section 4. Rest Periods. Employees shall be entitled to two (2) fifteen (15) minute rest periods during the work day, one in each half shift (to be scheduled by the supervisor), except that operational needs may preclude such periods for courtroom personnel. A rest period commences when the employee ceases work at the duty station and ends when the employee resumes work at the duty station. The voluntary omission of a rest period in whole or in part, shall not modify the starting or leaving schedule.

ARTICLE 20 OVERTIME

The Employer will pay overtime to eligible employees at the straight time rate for hours worked in excess of the standard work hours set forth in Article 19, Section 1 but under forty (40) hours, and at the time and one-half (1.5) rate for hours worked over forty (40).

Except in emergency situations, volunteers qualified to do the work will be solicited before employees are assigned.

ARTICLE 21
VACATION-PERSONAL-MILITARY LEAVE

Section 1. Eligibility for Vacation Leave. Each full-time, permanent employee in the bargaining unit who is included in the regular biweekly payroll and whose salary is allocated to a particular group and step, is eligible to accrue vacation time with pay.

Section 2. Accrual of Vacation Time.

a. Eligible employees who are on the full-time Division of Criminal Justice payroll shall accrue 9.375 vacation hours per month for each completed month of continuous full-time service except that employees who have completed twenty (20) years of service shall accrue 12.5 vacation hours for each completed month of continuous full-time service.

b. In computing the effective date of an employee's first month's accrual at the twenty (20) year rate, all service time accepted for purposes of computing longevity payments to such employee shall apply. Employees employed by the Division on July 1, 1996 in connection with the transfer of juvenile justice functions from the Judicial Department to the Division shall have their prior service in the Judicial Department counted for purposes of vacation accrual eligibility.

c. Vacation leave starts to accrue with the first working day of the first full calendar month after date of commencement of employment and is credited to the eligible employee on the completion of the calendar month.

d. No leave shall accrue for any calendar month in which an employee is on leave of absence without pay for more than an aggregate of three (3) working days.

e. Unused vacation hours may accumulate to a maximum of the hourly equivalent of one hundred twenty (120) days. After an employee has attained this maximum accrual, vacation hours shall begin to reaccrue in the month when some of such leave is taken.

Section 3. Taking Vacation Time.

a. An employee shall be allowed, subject to the approval of his supervisor, to choose the time of his vacation. In the event of conflicting schedules of leave, length of service in the Division of Criminal Justice shall prevail, provided the more senior employee has chosen the time of his/her vacation within sixty (60) days of the commencement date of the vacation. Seniority for purposes of this paragraph shall be defined as current, continuous service as a full-time employee in the Connecticut Division of Criminal Justice.

b. In no event shall an employee take more than forty (40) working days accrued vacation time in any one calendar year without first having obtained the approval of the Office of the Chief State's Attorney.

Section 4. Payment for Accrued Vacation Time on Termination of Employment.

a. On termination of employment each eligible employee shall be granted lump sum payment for vacation leave accrued and unused up to and including the last full calendar month of work. The amount paid shall be equal to the employee's hourly rate, which shall be based upon the employee's salary at the time of his/her resignation or retirement.

b. In the event an employee, other than one whose compensation is fixed by statute, dies, a lump sum payment shall be made for all vacation leave accrued to him/her and unused at the time of his/her death. The amount paid shall be equal to the salary the deceased employee would have received had he/she remained in the service of the Division until the expiration of such vacation period. Such payment shall be made to the surviving beneficiary or beneficiaries lawfully designated by the employee under the state employees retirement system or, if there is no such designated beneficiary or beneficiaries, to the estate of the deceased.

Section 5. Personal Leave Days.

a. In addition to normal vacation accrual as set forth in this Agreement, there shall be granted to each full-time, permanent employee of the Division three (3) days of personal leave of absence with pay in each calendar year. Accrual and use of personal leave time shall be measured in "hours" rather than "days".

b. Personal leave of absence shall be taken for the purpose of conducting private affairs, including observance of religious holidays, and shall not be deducted from vacation or sick leave credits. Personal leave of absence time may be taken only when requested in advance by the employee and approved by his/her supervisor. Personal leave days which are not taken in a calendar year shall not be accumulated but shall lapse.

c. Full-time permanent employees may not take personal leave days until after the conclusion of six (6) months continuous service as full-time employees of the State of Connecticut, during which period they have not been on a leave of absence without pay for more than ten (10) working days.

Section 6. Records. All vacation leave and personal leave shall be recorded in the attendance records in the Office of the Chief State's Attorney. Such records shall reflect for each eligible employee the current amount of vacation leave accrued, the

amount and dates when such leave was taken, the current balance of such leave available, and the number of personal leave hours taken during the calendar year. The records will be subject to review by the Chief State's Attorney, and the individual record of an employee in the Division shall be available to such employee upon written request.

Section 7. Military Leave. A full-time permanent employee of the Division shall be granted military leave and the benefits attendant thereto as provided by State and Federal law. Such military leave shall be granted upon submission to the Chief State's Attorney of acceptable and official military orders.

ARTICLE 22 SICK LEAVE-LEAVE WITHOUT PAY

Section 1. Eligibility for Sick Leave. Each full-time, permanent employee in the bargaining unit who is included in the regular biweekly payroll and whose salary is allocated to a particular group and step is eligible to accrue sick leave starting with the first working day of the first full calendar month after date of commencement of employment in the Division.

Section 2. Sick Leave Accrual.

a. Sick leave accrues at the rate of 9.375 hours per completed calendar month of continuous full-time service which includes the period of time an employee is on an authorized leave of absence without pay.

b. Sick leave continues to accrue in the month when some of such leave is taken.

c. No sick leave hours shall accrue for any calendar month in which an employee is on leave of absence without pay for an aggregate of more than three (3) working days.

d. Sick leave shall accrue for the first twelve (12) months in which a Division employee eligible to receive workers' compensation and sick leave benefits is actually receiving workers' compensation benefits under the provisions of the General Statutes.

e. Employees employed by the Division on July 1, 1996 in connection with the transfer of juvenile justice functions from the Judicial Department to the Division shall have their sick leave accumulation from the Judicial Department transferred to the Division.

Section 3. Granting Sick Leave.

- a. Sick leave, to the extent accumulated by the employee and credited to his/her account in the attendance and leave records maintained by the Chief State's Attorney shall be granted to an eligible employee upon satisfactory proof of illness or injury, including pregnancy, incapacitating such employee from duty, in order that such employee may recuperate from such illness or injury. During such leave the employee shall be compensated in full and retain employment benefits.
- b. Sick leave, to the extent accumulated by the employee and credited to the employee's account in the attendance and leave records maintained by the Chief State's Attorney, shall be granted to an employee during the period of time that the employee is disabled as the result of pregnancy. Disability may be presumed starting not more than four (4) weeks prior to the expected date of delivery as certified by the employee's physician, and ending not more than four (4) weeks following the actual date of birth.
- c. The time an employee is sick while on annual vacation leave, other than terminal vacation leave, shall be charged against accrued sick leave if the employee files an acceptable medical certificate with the Chief State's Attorney attesting to the fact that the he/she was sick and would have been unable to work on the day or days claimed as sick.
- d. A holiday occurring when an employee is on sick leave will be counted as a holiday and not charged as sick leave. When special time off is granted, however, an employee on sick leave shall be charged as prescribed by the Chief State's Attorney.
- e. If an employee is receiving workers' compensation or disability compensation, he/she may elect to draw upon sick leave to the extent authorized by the General Statutes.
- f. Consistent with existing practice, upon exhaustion of accrued sick leave, other accrued paid leave may be used by employees who are incapacitated or disabled as provided in and subject to the conditions of paragraphs a and b above.

Section 4. Special Leave of Absence with Pay Chargeable to Accrued Sick Leave. Any eligible employee may be granted special leave of absence with pay chargeable to accrued sick leave, for the following reasons:

- a) for medical or dental treatment for which arrangement cannot be made outside of working hours;
- b) when presence at duty will expose others to contagious disease;

- c) in the event of death in the immediate family when as much as five (5) working days' leave with pay may be granted for the death of a spouse, child or parent and as much as three (3) working days' leave with pay may be granted for the death of a sister, brother, grandparents or child, and other relative who is domiciled in the employee's household;
- d) in the event of critical illness or severe injury in the immediate family creating an emergency requiring the attendance or aid of the employee, when as much as five (5) days leave with pay in a calendar year may be granted;
- e) going to, attending, and returning from funerals of persons other than members of the immediate family, if prior permission is requested of and granted by the employee's supervisor;
- f) up to five (5) days of paid leave, deducted from sick leave, will be provided to a spouse in connection with the birth, adoption, or taking custody of a child, or the prenatal or postnatal care of a spouse. Vacation or personal leave may also be used for such purposes, subject to Division approval.

Section 5. Advanced Sick Leave.

a. No sick leave with pay in excess of the sick leave hours accumulated to an eligible employee's credit shall be granted unless authorized in advance by the Chief State's Attorney. Such authorizations shall be granted only in cases involving extended periods of illness or injury. No advance of sick leave shall be authorized unless the employee has first exhausted all accrual to his/her credit for sick leave and vacation leave, including current accruals. No advance of sick leave shall be granted until an employee has completed at least five (5) years of full-time employment in state service.

b. The advanced sick leave which may be granted shall be on the basis of one (1) day at full pay for each completed year of full-time service. In no case shall advanced sick leave exceed thirty (30) days at full pay.

c. Any such advanced sick leave as may be granted shall be repaid by an equal charge against such sick leave as the employee may subsequently accrue. No repayment of advanced sick leave shall be required, however, until the employee has first accrued five (5) days of sick leave following his/her return to duty.

Section 6. Medical Certificate. For the following reasons an acceptable medical certificate, signed by a licensed physician or other practitioner whose method of healing is recognized by the State, may be required of an employee by the Office of

the Chief State's Attorney or by an employee's supervisor to substantiate a request for sick leave or special leave of absence with pay:

- a) any period of absence consisting of more than five(5) consecutive working days;
- b) to support request for sick leave during annual vacation;
- c) when excessive absenteeism or other circumstances indicate reasonable cause for requiring such a certificate.

The Office of the Chief State's Attorney may have a physician make a further examination.

Section 7. Removal from Payroll. Any eligible employee in the Division absent from duty by reason of illness or injury who has exhausted all of his/her accrued sick leave, vacation leave including current accrual, and personal leave days and advanced sick leave when applicable, and who thereafter does not return to duty, will receive no further compensation and will be removed from the active payroll of the Division until such time as he/she returns to duty. This section shall not be construed to abridge the rights of employees pursuant to Conn. Gen. Stat. § 5-142.

Section 8. Leave of Absence Without Pay.

- a.
 1. If an employee has exhausted all available vacation and personal leave, a leave of absence without pay for the protection of or improvement of an employee's health, or for any other cause considered reasonable or proper, may be granted to an employee upon approval of the Chief State's Attorney for a period not to exceed one (1) year. Requests for such leave must be submitted in writing to the Office of the Chief State's Attorney. Such leave may be extended beyond one (1) year by the Chief State's Attorney.
 2. Upon expiration of paid leave for disability resulting from pregnancy, the employee may request, and shall be granted, a medical leave of absence without pay, position held, for a period not to exceed six (6) months following the date of termination of the pregnancy. Such medical leave of absence may, at the exclusive option of the Chief State's Attorney or his designee, be extended beyond the six (6) month period, with or without holding the position. Requests for such extensions shall be submitted to the Office of the Chief State's Attorney.

