



State of Connecticut
DIVISION OF CRIMINAL JUSTICE

OFFICE OF
THE CHIEF STATE'S ATTORNEY

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July 17, 2017

VIA HAND-DELIVERY

Frederick Jortner
House Clerk
Connecticut General Assembly
Suite 109, State Capitol
Hartford, CT 06106-1591

Re: Submission of Collective Bargaining Agreements between Division of Criminal Justice and Connecticut Association of Prosecutors

Dear Mr. Jortner:

In accordance with the Joint Rules of the General Assembly for the 2017 session, the Division of Criminal Justice submits six copies of a Collective Bargaining Agreement between the Division and the Connecticut Association of Prosecutors. This Agreement sets forth the terms and conditions of employment for employees in the prosecutors' bargaining unit for the period July 1, 2016 through June 30, 2021.

This Agreement was ratified by the Association on July 13, 2017. It has also been reviewed and approved by the Governor's designee for collective bargaining, the State Office of Policy and Management ("OPM"). OPM has prepared a cost estimate for implementing this agreement, which is enclosed. A list of the sections of the General Statutes and State Agency Regulations superseded by the contract is included in Appendix A of the document. There is one addition to the Supersedence Appendix from the prior agreement; this is numbered Item 11 in that Appendix.

If there are any questions concerning this agreement, please feel free to contact John Russotto, Deputy Chief State's Attorney for Personnel, Finance and Administration at 860-258-5969

Sincerely,

KEVIN T. KANE
CHIEF STATE'S ATTORNEY

Enclosures

cc: John J. Russotto, Deputy Chief State's Attorney for Personnel, Finance and Administration
Lisa Grasso Egan, Office of Labor Relations, Office of Policy and Management
Lisa Banatoski Mehta, Attorney, Shipman & Goodwin, LLP
John P. Doyle, President, Connecticut Association of Prosecutors
Robert J. Krzys, Attorney for the Connecticut Association of Prosecutors



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ROCKY HILL, CONNECTICUT 06067
PHONE (860) 258-5800 FAX (860) 258-5858

July 17, 2017

VIA HAND-DELIVERY

Linda Buchanan
Journal Clerk of the Senate
Connecticut General Assembly
210 Capitol Avenue, Room 305
Hartford, CT 06106-1591

Re: Submission of Collective Bargaining Agreements between Division of Criminal Justice and Connecticut Association of Prosecutors

Dear Ms. Buchanan:

In accordance with the Joint Rules of the General Assembly for the 2017 session, the Division of Criminal Justice submits six copies of a Collective Bargaining Agreement between the Division and the Connecticut Association of Prosecutors. This Agreement sets forth the terms and conditions of employment for employees in the prosecutors' bargaining unit for the period July 1, 2016 through June 30, 2021.

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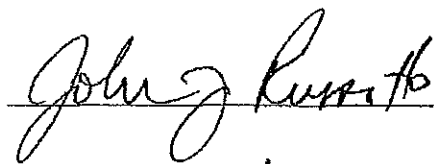
TENTATIVE AGREEMENT

This Agreement is made by and between the State of Connecticut Division of Criminal Justice (the "Division") and Connecticut Association of Prosecutors (the "Union") in furtherance of the tentative agreement they have reached regarding the collective bargaining agreement that expired on June 30, 2016. The Division and the Union have tentatively agreed as follows subject to and contingent upon the ratification of the modifications of the SEBAC Agreement ("SEBAC framework") by both the Union and the Legislature:

1. The provisions of the 2011-2016 collective bargaining agreement shall be modified as reflected in the attached Tentative Agreement/Agreed Language Document continue in full force and effect through June 30, 2021.
2. In accordance with the Ground Rules signed by the parties, the parties shall recommend the tentative agreement to their respective memberships for ratification.
3. Unless otherwise mutually agreed, in the event that either the SEBAC framework and/or this tentative agreement are not ratified by one or both parties, the tentative agreement shall be rendered null and void and not considered to be part of the parties' bargaining history.

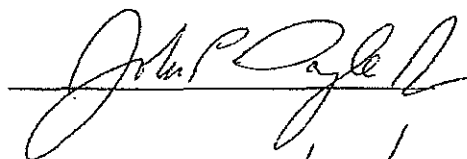
STATE OF CONNECTICUT
DIVISION OF CRIMINAL JUSTICE

CONNECTICUT ASSOCIATION OF
PROSECUTORS



Dated

7/10/17



Dated

7/10/17

COLLECTIVE BARGAINING AGREEMENT

- between -

**STATE OF CONNECTICUT
DIVISION OF CRIMINAL JUSTICE**

-and -

CONNECTICUT ASSOCIATION OF PROSECUTORS

JULY 1, 2016 - JUNE 30, 2021

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ARTICLE 1 PREAMBLE

This Agreement is made by the Connecticut Division of Criminal Justice, hereinafter called the "Division" or the "Employer", and the Connecticut Association of Prosecutors, hereinafter called the "Association."

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

The Division of Criminal Justice of the State of Connecticut herein recognizes the Association as exclusive representative of the full-time employees in permanent positions in the job titles of Deputy Assistant State's Attorney, Assistant State's Attorney, Senior Assistant State's Attorney and Supervisory Assistant State's Attorney,.

Accordingly, this Agreement shall pertain only to those employees whose job titles are set forth above except that any employee who is additionally designated director of labor relations or executive assistant to the Chief State's Attorney shall not be included nor shall employees who are paid on the temporary payroll be included. Persons otherwise eligible serving a working test period are included.

ARTICLE 3 NO STRIKES - NO LOCKOUTS

Section 1. a. The Association shall not engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slow-down, concerted withholding, interruption or disruption of services, sick-out, or any interference with the mission of the 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 Association 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.

Section 4. a. Employees who engage in an activity specified in Section 1 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 the activities specified in Section 1.

ARTICLE 4 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 areas 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 Association 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 5 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 14 (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 6 ASSOCIATION 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 Association which has been designated as the exclusive bargaining agent.

Section 2. Association dues shall be deducted by the Division of Criminal Justice biweekly from the paycheck of each employee who signs and remits to the Division

an authorization form. Such deductions shall be discontinued upon written request of an employee thirty (30) days in advance.

Section 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 Association 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 of Criminal Justice shall deduct an agency service fee or Association 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 Association is terminated for reasons other than non-payment of Association dues; or
- b) who object to payment of such fee based on the tenets of a religious sect.

The Association shall promptly notify the Division of Criminal Justice in writing of any termination of Association membership for reasons other than non-payment of the Association 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 Association 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 of Criminal Justice shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Association dues or agency service fees, provided any such payroll deduction has been approved by the Employer in advance.

Section 7. The Association shall indemnify the Division for any liability or damages incurred by the Employer in compliance with this article excluding attorneys' fees.

ARTICLE 7 ASSOCIATION RIGHTS

Section 1. The Association will furnish the Employer with a complete list of Association representatives designated to represent any of the employees covered by this Agreement, specifying the jurisdiction and location of each Association representative or group of Association representatives provided that the jurisdiction of each Association representative shall be limited to such geographical boundaries as are mutually agreed. **The Association shall send this list to the Division's Director of Human Resources at least annually on or about January 1 of each calendar year, and, in addition, The Union shall notify the Employer whenever there is a change in Association representatives or assignments.**

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

Section 3. Access to Premises. Association staff representatives shall be permitted to enter the work premises of the Employer at any reasonable time for the purpose of discussing, processing, or investigating filed or potential grievances or otherwise performing Association business, provided that (1) they give notice of their presence immediately upon arrival to the supervisor in charge, and (2) they do not interfere with the performance of duties. The Association will furnish the Employer with a current list of its staff personnel and their jurisdiction and shall maintain the currency of said list.

Section 4. Role of the Association Representatives in Processing Grievances. The Association representatives 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 Association representative will first report to and obtain permission to see the employee from the employee's supervisor. If the supervisor is not available, the representative will obtain permission from the person left in charge. Permission from supervisors, based upon the work situation, will not be unreasonably withheld.

Association representatives thus engaged will report back to their supervisors on completion of such duties and return to their job and will suffer no loss of pay or other benefits as a result thereof. The Association 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 Association may utilize for its announcements. In any location presently leased by the Employer where there is currently no bulletin board, the Employer agrees that the Association may make

arrangements with the lessor to provide and to install, at the Association's expense, a bulletin board in an area and position to be agreed upon by the Employer.

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

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

The Association 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 Association access to information, the Employer shall state in reasonable detail the basis of denial.

Section 7. Vacancies. When there is a bargaining unit vacancy with the Division of Criminal Justice, a notice of such vacancy (~~job posting~~) shall be distributed **by e-mail and posted for two (2) weeks.** ~~Notices shall be posted in all locations where Prosecutors are assigned. A copy of such job posting shall also be given to all prosecutors and to the president of the Association.~~ **The e-mail distribution shall be at least two (2) weeks prior to the closing date for applications for the vacancy.**

Section 8. Annual Meeting. The Division shall grant release time with pay for employees to attend an annual meeting of the Connecticut Association of Prosecutors subject to the following:

- a. It is understood that sufficient employees must remain on duty to provide coverage for court appearances and/or to complete required work on the day of the meeting.
- b. The Association shall provide to the Division a list of those attending the meeting.
- c. An employee who does not attend all or part of the meeting shall be expected to work or to take vacation or personal leave for all or that part of the day on which he does not attend the meeting.

ARTICLE 8 LABOR MANAGEMENT ADVISORY COMMITTEE

Section 1. Upon request of either the Association 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.

Section 3. The Division and the Association agree to meet and discuss, within the Labor-Management Advisory Committee, efficiencies and savings which may be achieved by the Division. Either party may bring to the Committee suggestions to be explored. These discussions shall not be considered "negotiations."

Section 4. The parties shall meet within the Labor-Management Advisory Committee to explore whether there is an acceptable pilot program concerning compensatory time and Article 17, Hours of Work. Any mutually agreeable pilot program shall be subject to ratification by the Union membership. Either the Division or the Association shall have the unilateral right to cancel the pilot after the mutually agreed trial period. In the event that the pilot program is terminated, the parties will return to the current contract language of Article 17, Hours of Work.

ARTICLE 9 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. Grievances shall be filed on **the form attached to this Agreement as Appendix E.** ~~mutually agreed forms which specify: (a) the facts, (b) the issue, (c) the date of the violation alleged, (d) the specific controlling contract provisions, 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 3. Grievant. An Association representative, with or without the aggrieved employee, may submit a grievance, and the Association may in appropriate cases submit an "institutional" or "general" grievance in its own behalf. When the individual employee(s) or group of employees elect(s) to submit a grievance without Association representation, the Association's representative 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 representative present, the representative shall not attend the meeting but shall be provided with a copy of the written response to the grievance. The representative shall be entitled to receive from the Employer all documents pertinent to the disposition of the grievance and to file statements of position.

Section 4. 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 5. Time Limit. 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 thirty (30) days from the date the grievant or any Association representative knew or through reasonable diligence should have known of the cause of the grievance.

Section 6. Grievance Procedure.

Step I. State's Attorney or Deputy Chief State's Attorney. A grievance may be submitted within the thirty (30) day period specified in Section 5 to the employee's State's Attorney or Deputy Chief State's Attorney, as appropriate. Such supervisor shall meet with the Association 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.

A grievance over serious discipline shall not be submitted at Step I. Such grievance shall be filed at Step II within ten (10) days of the date of the imposition of serious discipline.

Step II. Chief State's Attorney or Designee. The parties acknowledge that orderly administration of the contract grievance procedure requires the Chief State's Attorney 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 an 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, **or within ten (10) days of the imposition of serious discipline. If a grievance over serious discipline is filed at Step II, the Chief State's Attorney or his/her designated representative shall hold a conference within twenty (20) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference. For any other grievance which is not resolved at Step I and is appealed to Step II, the Said Chief State's Attorney or his/her designated representative shall 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 Association 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 Employer may waive Step I by notifying the Association. Step II can be waived by mutual agreement.

Section 8. Failure to Answer. In the event that the Division 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 Division'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. Arbitration.

a. Submission to arbitration shall be by letter, postage prepaid, addressed to the Chief State's Attorney. Upon receipt of a submission to arbitration, the Chief State's Attorney or his/her designee and the Association shall confer regarding the selection of a mutually acceptable arbitrator. In the event that no agreement is reached within ten (10) calendar days, **within seven (7) calendar days, the parties will appoint one of the following two arbitrators, in rotation:**

Jeffrey Selchik, Esq.

Leslie Williamson, Esq.

If neither of the above arbitrators is available to hear the case within sixty (60) days of appointment, the Association shall file with the American Arbitration Association (AAA) and an arbitrator will be appointed through the AAA process.

The expenses for the arbitrator's service and for the hearing shall be shared equally by the Division of Criminal Justice and the Association.

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. Cases involving discharges, transfers, layoffs or actions in which delay might render any remedy moot shall be given preferential scheduling.

b. The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance. The parties may request the arbitrator to maintain a cassette recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting stenographic transcript shall arrange for the stenographer and pay the cost thereof.

c. The Division will continue its practice of paid leave time for witnesses of either party.

d. 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 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 shall render his/her decision in writing within sixty (60) calendar days after the conclusion of the hearing unless the Division and the Association jointly agree otherwise.

The arbitrator's decision shall be final and binding on the parties and upon the employee in accordance with Connecticut General Statutes Section 52-418 provided,

however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including a decision by a court of competent jurisdiction to construe any such award as contravening the public interests.

e. Expedited Arbitration. The Division and the Association may submit a matter to expedited arbitration by mutual agreement. The Division and the Association shall mutually agree on the procedures and timelines for the expedited arbitration.

Section 10. Notwithstanding any other provision of this Agreement, the following matters shall not be subject to either the grievance procedure or arbitration:

- a) dismissal of non-permanent employees;
- b) the decision to make a layoff and non-disciplinary termination of employees.

ARTICLE 10 PROBATIONARY PERIOD

Section 1. a. The probationary period shall be deemed an extension of the hiring 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 one year of continuous employment in a bargaining unit position unless, prior to the conclusion of such period, the Chief State's Attorney informs the employee, in writing, that his/her service will 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 skill.

c. The probationary period may be extended up to ninety (90) days beyond the probationary period of one year.

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 the position of Supervisory State's Attorney or Supervisory Juvenile Prosecutor shall serve a nine (9) month probationary period in that assignment. Upon written notification of unsatisfactory performance, the employee shall be removed from his/her supervisory responsibilities and reassigned. The decision to

remove the supervisory assignment and the employee's reassignment during the probationary period shall be neither grievable nor arbitrable.

ARTICLE 11 SERVICE RATINGS

Section 1. The annual service ratings shall be completed approximately ~~three (3)~~ but no less than two (2) months and not less than one (1) month prior to the employee's annual increase date. **The employee shall be rated on a form developed by the parties, which shall include at a minimum, the criteria, inter alia, of the quality of work, the quantity of work, dependability, conduct, attendance, judgment, ability to deal with people, and, if applicable, supervisory skill and performance of supervisory duties. The definitions, eventual criteria, guidance as to how to apply said criteria, description and total number of overall ratings will be developed by the Division and the Union pursuant to Labor Management Committee discussions on or before January, 2018. Any remaining issues regarding service ratings will be submitted to expedited arbitration.**

A service rating will be conducted by a management designee within the Division of Criminal Justice, who is familiar with the employee's work. When an employee is rated "unsatisfactory" or in need of improvement, the rating supervisor shall state reasons and, if practicable, suggestions for improvement. All service ratings of overall "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 overall "unsatisfactory" evaluation shall not receive an annual increment or, if at the maximum for the salary schedule, a lump sum payment.

A Supervisory Assistant State's Attorney whose service rating includes areas related to his performance of supervisory duties which are unsatisfactory or in need of improvement shall be required to develop a performance improvement plan which shall be subject to approval of his or her superior.

Section 2. 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, may 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 judgment for the judgment of the evaluator in applying and weighing evaluation standards.

ARTICLE 12 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. An employee, on his/her request, or an Association representative, upon written authorization, shall be permitted to examine and copy during normal business hours and at his/her expense, all materials placed in his/her personnel file other than any pre-employment material or any other material that is confidential 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 of Criminal Justice reserves the right to require its designee to be present while such file is being inspected or copied. The Association may have access to any employee records upon presentation of written authorization by the appropriate employee.

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

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

Section 3. 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 sixty (60) 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 fifteen (15) 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 fifteen (15) 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 13 DISCIPLINE

Section 1. Types of Discipline.

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

b. Divisional discipline shall be defined as follows:

- 1) denial of annual increment due to misconduct;
- 2) suspension without pay, not to exceed ten days;
- 3) forfeiture of accrued vacation, not to exceed ten days; or
- 4) written reprimand.

c. Preventive discipline shall be defined as suspension with pay up to three (3) days.

- d. No one shall have the authority to transfer an employee due to misconduct.

Section 2. Authority to Discipline.

a. Serious Discipline. (i) Discharge may be imposed by the Chief State's Attorney or his designee. (ii) Demotion or suspension may be imposed by the Chief State's Attorney or his designee, in his office, or the appropriate State's Attorney in his office.

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

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

Section 3. Procedures for Serious Discipline.

a. Procedures for Serious Discipline. The Chief State's Attorney or his designee shall inform the employee and the President of the Association in writing ~~that of the employee's discharge is under consideration.~~ In the case of a demotion or suspension without pay, the Chief State's Attorney or his designee or the appropriate State's Attorney shall inform the employee and the President of the Association, in writing, ~~of the action that demotion or suspension without pay is under consideration.~~ Said notices shall include ~~the effective date of the action and the reason for such action is being considered.~~ **The Chief State's Attorney or his designee, or the State's Attorney or designee, shall schedule a *Loudermill* hearing to provide the employee with the opportunity to respond to the charges and the proposed disciplinary action. Thereafter, the decision maker shall inform the employee and the President of the Association of the discipline to be imposed.** Supporting facts shall be set forth in reasonable detail.

b. Within ten (10) days of the imposition of serious discipline, an employee may file a Step II grievance.

c. The imposition of serious discipline shall be for just cause. Within fourteen (14) days after the appropriate response at Step II is received, or, if no response is forthcoming, after the expiration of the time limit set forth in Article 9 (Grievance Procedure), **Section 6**, the Association may invoke arbitration in accordance with Article 9, Section 9 of this Agreement.

Section 4. Procedures for Divisional Discipline.

a. 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.

b. ~~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 Association representative, 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 appearance by witnesses.~~

Any settlement of a disciplinary matter at or after the a *Loudermill* meeting shall be 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 1b(1)(b) or (c) above, the maximum penalty for any offense or accumulation of offenses up to the date of the action shall be ten (10) days.~~

c. ~~Within three (3) days of receipt of the complaint, an employee may file a grievance at Step II. The Second Step response is due seven (7) days after the receipt of the grievance. Within seven (7) days after the Second Step response is received or due, whichever is earlier, the Association may invoke arbitration to determine whether the discipline was for just cause. The Arbitrator shall issue a decision in accordance with Article 9, Section 9 of this Agreement.~~

d. 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 promotional 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.

Section 5. Suspension With Pay. Suspensions with pay shall not be grievable or arbitrable. 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 personnel file. During the period of a suspension with pay, an employee may be reassigned to a different work location and/or to special research or other special projects.

Section 6. 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.

Section 7. Disciplinary Interviews.

a. An Association representative 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 an Association representative.
4. An Association representative is available within a reasonable time, ordinarily not to exceed twenty-four (24) hours.
5. No emergency work situation involving the employee or the Association representative exists.
6. The Association representative does not interrupt or otherwise impede the interview.
7. Only one Association representative 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.

ARTICLE 14 REDUCTION IN FORCE

Section 1. Definition. A layoff is defined as the involuntary non-disciplinary 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, or abolition of position.

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:

c. **Per Diem employees employed by the Division must be laid off before the layoff of any bargaining unit member.**

d. Seniority as used in this Article is defined as aggregate service as a full-time employee in the Division of Criminal Justice. Employment as a paid per diem or intern with the Division shall be included for full-time service in either capacity for those hired prior to March 1, 1992. For those hired on or after March 1, 1992, seniority shall be defined as aggregate service as a permanent, full-time prosecutor in the Division of Criminal Justice. For Prosecutors who were employed as Juvenile Prosecutors on July 1, 1996 in connection with the transfer of juvenile justice functions from the Judicial Department to the Division, and who remained in that capacity on and after July 1, 2009, seniority shall also include their full-time service as Judicial Advocates.

The parties agree to develop a mutually agreed upon lists of:

(i) **Prosecutors hired prior to March 1, 1992 who are "grandfathered" under this provision; and**

- (ii) **Prosecutors employed as Juvenile Prosecutors on July 1, 1996 and who remained employed on and after July 1, 2009, and the length of their service as Judicial Advocates which is included in seniority under this provision.**

The lists shall be included in an Appendix to this Agreement.

e. All employees of the Division who were tied in seniority under this Article, have participated in a lottery to break the tie and establish a ranking for purposes of the seniority list. In the future, if two or more employees are tied in seniority, a representative of the Association and a representative of the Division shall conduct a lottery among said employees. The first name drawn in the lottery shall be designated the least in seniority, with those subsequently drawn being placed in ascending order on the seniority list. The use of this method for breaking seniority ties shall not be subject to Article 9 (Grievance Procedure).

Section 4. Impact of Contracting Out.

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

Section 6. Reemployment.

a. A laid-off employee shall be placed on a reemployment list in order of seniority as defined in Section 3-d above. The employee shall remain on the reemployment list for a period of two (2) years, during which time the employee shall have reemployment rights in order of seniority to any new or vacant position which the Employer decides to fill.

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

ARTICLE 15
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 Labor Management Advisory Committee, but shall not be subject to the grievance procedure.

ARTICLE 16 COMPENSATION

Section 1. Base Salary.

- a. Salaries for the duration of this Agreement are set forth in Appendix C.
- b. For the first ~~two~~ **three** years of this Agreement (July 1, ~~2016~~ 2011 through June 30, ~~2019~~ 2013), there shall be no increases in the salary schedules of Appendix C. The salary schedule in effect for ~~2015-2016~~ 2010-2011 shall remain in effect for these years.

~~Wage increases implemented prior to ratification of this 2011-2016 Agreement shall cease effective the first day of the pay period following ratification of said Agreement and each employee's salary shall be the same as it was prior to such increase.~~
- c. Effective the pay period that includes July 1, ~~2013~~ **2019**, there shall be three **and one-half** percent (3.5%) increase for all employees in base annual salaries. This increase is reflected in Appendix C.
- d. Effective the pay period that includes July 1, ~~2014~~ **2020**, there shall be three **and one-half** percent (3.5%) increase for all employees in base annual salaries. This increase is reflected in Appendix C.
- e. ~~Effective the pay period that includes July 1, 2015, there shall be three percent (3%) increase for all employees in base annual salaries. This increase is reflected in Appendix C.~~

Section 2. Annual Increments and Payments In Lieu of Annual Increments.

- a. During the first ~~two~~ **three** years of this Agreement (~~2016-2019~~ 2011-2013), there shall be no annual increments or payments in lieu of annual increments. **During the 2018-2019 contract year, each employee shall instead receive the a lump sum pensionable bonus payment of two thousand dollars (\$2,000) or a top step lump sum plus one thousand dollars (\$1,000), whichever is greater. The lump sum pensionable bonus payment shall be paid in July, 2018. The top step lump sum shall be paid on the employee's normal increment date. The one-time payment amount shall be pro-rated for part-time unit employees.**

~~Notwithstanding the provision above which provides that there shall be no annual increments in contract years 2011-2013, Promotions from Deputy Assistant State's Attorney to Assistant State's Attorney shall take place in those years, as provided in Article 16, Section 4, on the dates when annual~~

increments would have been granted but for the SEBAC agreement. **For those promotions from Deputy Assistant State's Attorney to Assistant State's Attorney that were delayed during Fiscal Year 2016-2017 and 2017-2018 due to ongoing contract negotiations, such promotions will be made on or before December 31, 2017 and will be retroactive to the date on which they were first eligible for promotion.**

- b. During the ~~2013-2014~~ **2019-2020** contract year, an employee who is eligible for an annual increment in accordance with existing practice shall receive such increment. During the ~~2013-2014~~ **2019-2020** 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 two and one-half percent (2 ½%) of their salary payable on the date the employee's annual increment would have been paid.
- c. During the ~~2014-2015~~ **2020-2021** contract year, an employee who is eligible for an annual increment in accordance with existing practice shall receive such increment. During the ~~2014-2015~~ **2020-2021** 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 two and one-half percent (2 ½%) of their salary payable on the date the employee's annual increment would have been paid.
- d. ~~During the 2015-2016 contract year, an employee who is eligible for an annual increment in accordance with existing practice shall receive such increment. During the 2015-2016 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 two and one-half percent (2 ½%) of their salary payable on the date the employee's annual increment would have been paid.~~

Certain prosecutors who were previously Juvenile Prosecutors who were on the payroll on July 1, 2016 and who continue to be on the payroll on the date of legislative approval of this contract, and who will not be at the top step of any Pay Plan after the increment dates in the 2020-2021 contract year shall have their Step Placement on the applicable salary schedule adjusted to reflect comparability with the progression through salary schedules of prosecutors who never were employed as Juvenile Prosecutors. Such adjustment shall occur on a prospective basis after the last annual increment date in the 2020-2021 contract year.

Section 3. Longevity.

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

b. For employees not excluded from eligibility for longevity by subsection a above, the following shall apply:

- (1) The schedule for longevity payments shall be as set forth in Appendix D. ~~For the longevity payment of October 2011, each eligible employee's longevity payment shall be reduced by twenty-five percent (25%).~~
- (2) ~~No service shall count toward longevity for the two (2) year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during the period July 1, 2011 through June 30, 2013 shall be added to employees' service for the purpose of determining their eligibility and level of longevity entitlement if it would have otherwise counted when performed.~~
- (3)(2) Except as provided herein, all State service, including war service, shall be counted in determining eligibility for longevity. Part-time service shall be prorated.
- (3) **Longevity payments shall continue to be paid semi-annually in October and April of each contract year except that the April, 2018 longevity payment will be delayed until July, 2018.**

Section 4. Salary Structure. The provisions of this Section apply to the career progression of Assistant State's Attorneys and Deputy Assistant State's Attorneys.

a. Structure and Promotion.

(1) Deputy Assistant State's Attorney. The classification of Deputy Assistant State's Attorney shall be allocated to the first four steps on the salary schedule. Each Deputy Assistant State's Attorney shall receive a salary established by the Employer which shall be at one of the first four steps of the salary schedule. The Chief State's Attorney shall determine the step on which a newly hired employee is placed. Effective the annual increment date which follows completion of at least two (2) and not more than four (4) years of satisfactory service as a Deputy Assistant State's Attorney, the employee shall be promoted to the classification of Assistant State's Attorney by the Criminal Justice Commission or an authorized committee thereof, upon recommendation of the Chief State's Attorney. In lieu of the annual increment, his/her salary shall be fixed by the Employer at Step 5 of the salary schedule. The conditions precedent to promotion to the classification of Assistant State's Attorney and allocation to Step 5 shall be: (i) satisfaction of the requirements for the receipt of an annual increment and (ii) the approval of the Chief State's Attorney.

Promotion from Deputy Assistant State's Attorney to Assistant State's Attorney shall occur only in accordance with and on dates negotiated for annual increments. No employee shall receive more than one annual increment in any one contract year, even if the employee is promoted from Deputy Assistant State's Attorney to Assistant State's Attorney.

(2) Assistant State's Attorney. The classification of Assistant State's Attorney shall be allocated to Steps 5 through 20 on the salary schedule. The conditions precedent to step advancement on the salary schedule shall be: (i) satisfaction of the requirements for receipt of an annual increment and (ii) the approval of the Chief State's Attorney.

(3) Senior Assistant State's Attorney. An Assistant State's Attorney who has attained Step 10 on the salary schedule and who has completed at least eight (8) years of satisfactory service as an Assistant State's Attorney shall be designated, in recognition of that achievement, a Senior Assistant State's Attorney and the Employer shall cause a certificate to be given to each Senior Assistant State's Attorney reflecting that accomplishment.

(4) Supervisory Assistant State's Attorney. An Assistant State's Attorney or a Senior Assistant State's Attorney may be promoted by the Chief State's Attorney or an appropriate State's Attorney to supervise the operational and administrative functions and activities of a prosecutorial work unit. Prosecutorial work units shall be designated for supervisory purposes by the Chief State's Attorney and shall include: (1) All Geographical Areas, (2) specialized units as designated by the Chief State's Attorney and (3) Judicial Districts as designated by the Chief State's Attorney.

The classification of Supervisory Assistant State's Attorney shall be allocated to a separate salary schedule, attached hereto as Appendix C. The conditions precedent to promotion to the classification of Supervisory Assistant State's Attorney, shall be: (i) satisfaction of the requirements for the receipt of an annual increment and (ii) the approval of the Chief State's Attorney.

Upon promotion to Supervisory Assistant State's Attorney, the employee shall be placed on that step of the Supervisory Assistant State's Attorney salary schedule which gives the employee an increase at least equal to the average annual increment on said salary schedule. (The average annual increment is that amount set forth in Appendix D, Longevity, for those receiving the full longevity payment amount.)

b. Progression. Subject to the provisions of Article 11 (Service Ratings), employees shall progress from step to step within a salary schedule. This section shall be deemed to preclude annual increments in addition to those provided in this Article. Advancement from step to step within a salary schedule shall occur only in accordance with and on dates negotiated for annual increments in this Agreement. No employee shall receive more than one annual increment in any one contract year.

c. Notwithstanding others provisions of this Section, an employee who leaves the Division and is subsequently reappointed by the Criminal Justice Commission or as a Juvenile Prosecutor may be placed on the salary schedule at any step up to that which provides a salary approximately equal to the salary he/she was earning during the previous employment. However, a new probationary period shall be required.

d. **The parties agree to meet and discuss whether there shall be any restructuring of the two pay plans in this Agreement to be effective July 1, 2019. Any agreement to restructure the pay plans shall be within the guidelines and cost of years 4 and 5 of the current contract. Absent mutual agreement and ratification of a restructuring plan the existing provisions of the contract shall continue to be in effect.**

Section 5. 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, shall be reimbursed 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 Association as well as non-bargaining unit employees.

ARTICLE 17 HOURS OF WORK

Section 1. Regular Workweek. Employees work a regular work week, provided that hours of duty are based upon position responsibility. Employees shall work as needed or required.

Section 2. Scheduling of Hours.

a. Full-time employees shall work such hours as are required to fulfill the professional responsibilities of their positions. Office hours shall be as designated by the Chief State's Attorney.

b. Scheduling of hours of individual employees or certain groups of employees outside the normal schedule may be established or varied by agreement of the employees with the State's Attorney subject to the review and approval of the Chief State's Attorney.

c. The Chief State's Attorney reserves the right for operating purposes to establish 2nd and 3rd shifts. In the event that new hours of work are contemplated, the parties shall negotiate the effects of such schedule. Notice of such changes, if any, instituted by the Division of Criminal Justice shall be sent directly to the President of the Association.

d. For special programs, an employee's work schedule may be adjusted by mutual agreement of the employee and the Employer.

Section 3. Meal Periods. Meal periods normally shall be one hour in duration. Meal periods shall normally be scheduled from 1:00 p.m. to 2:00 p.m., subject to the operating needs of the work unit as determined by supervisors in charge or the requirements of courtroom attendance by a sitting judge. 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 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 18 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. Effective on and after July 1, 2007, eligible full-time employees shall accrue vacation at the following rates:

- (1) prior to completion of ten (10) years of service, at the rate of ten (10) working hours for each completed month of continuous full-time service as Prosecutor;
- (2) on and after completion of ten (10) years of continuous service, at the rate of thirteen and one-third (13.33) working hours for each completed month of continuous full-time service as a Prosecutor.

b. For Prosecutors employed as Juvenile Prosecutors on July 1, 1996 when juvenile justice functions were transferred from the Judicial Department to the Division, "continuous service" shall include years of service as a full-time Judicial Advocate for the Judicial Department.

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. For employees hired prior to April 25, 1998, unused vacation hours may accumulate to a maximum of the hourly equivalent of one hundred twenty (120) days. For

employees hired on or after April 25, 1998, unused vacation hours may accumulate to a maximum of the hourly equivalent of seventy-five (75) days. After an employee has attained this maximum accrual, vacation hours shall begin to re-accrue 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 vacation within sixty (60) days of the commencement date of the vacation. Seniority for purposes of this paragraph shall be defined as aggregate service as a full-time employee in the Connecticut Division of Criminal Justice. For Prosecutors employed as Juvenile Prosecutors on July 1, 1996 when juvenile justice functions were transferred from the Judicial Department to the Division, and who remained employed in that capacity on and after July 1, 2009, this shall include years of service as a full-time Juvenile Prosecutor for the Division and Judicial Advocate for the Judicial Department.

b. In no event shall an employee take more than the hourly equivalent of twenty-five 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 termination or retirement.

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

c. An employee who voluntarily terminates his/her employment shall normally give two (2) weeks' notice of termination. No vacation time will be granted during this period. Failure of an employee to provide such notice may result in his/her resignation recorded as "not in good standing."

Section 5. Transfer of Vacation Accrual. The number of vacation hours accrued by a State employee up to the date he/she transfers into the Division of Criminal Justice shall be accepted by the Division and credited to him/her on the Employer's personnel records. Prosecutors employed as Juvenile Prosecutors on July 1, 1996, when juvenile justice functions were transferred from the Judicial Department to the Division, and who remained employed in that capacity on and after July 1, 2009, shall retain credit for the accrued vacation leave transferred at that time.

Section 6. 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" and based on an eight-hour day.

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 days 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 7. Records. All vacation leave and personal leave shall be recorded in the **State's electronic** attendance records ~~in the Office of the Chief State's Attorney. Such records shall~~ **which** 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 days 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.~~ **Employees receive information concerning their vacation balances on pay stubs/direct deposit reports.**

Section 8. 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 19 SICK LEAVE AND 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. Effective July 1, 2007, sick leave accrues at the rate of ten (10) 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 of Criminal Justice employee eligible to receive worker's compensation and sick leave benefits is actually receiving worker's compensation benefits under the provisions of the General Statutes.

e. The number of sick leave hours accrued by a State employee up to the date he/she transfers into the Division of Criminal Justice shall be accepted by the Division and credited to him/her on the Employer's personnel records. Juvenile Prosecutors employed on July 1, 1996, when juvenile justice functions were transferred from the Judicial Department to the Division shall retain credit for the accrued sick leave transferred at that time.

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 employee 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 worker's compensation or disability compensation, the employee 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 three (3) working days' leave with pay may be granted. Immediate family means husband, wife, domestic partner, father, mother, sister, brother, grandparents or child, and also any 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) in the event of the birth or adoption of a child, when as much as five (5) days leave with pay in a calendar year may be granted.

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.

b. The advanced sick leave which may be granted shall be on the basis of one 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 section 5-142 of the General Statutes.

Section 8. Leave of Absence Without Pay.

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.

Section 9. Status of Accrued Sick Leave and Paid Leave Upon Reemployment of Resigned Employee. Any employee who resigns in good standing from the Division and who is re-employed within one (1) year from the date of his/her resignation shall be credited with the amount of sick leave accrued to his/her credit on the effective date of his/her resignation, provided the employee did not receive any compensation for said unused sick leave.

Section 10. Compensation for Unused Sick Leave Accrual Upon Retirement. Each eligible employee in the Division who retires on or after July 1, 1978, shall be compensated, effective as of the date of his/her retirement, at the rate of one-fourth (1/4) of his daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days' pay.

Section 11. Records. All leave with or without pay shall be recorded in the **State's electronic** attendance records in the Office of the Chief State's Attorney. ~~Such records shall reflect the current amount of sick leave accrued, and, when applicable, "bank" leave days, the amount and dates when leave was taken, and the current balance available to each employee. 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 12. Payment of Sick Leave Upon Death of Employee. Upon death of an employee who has completed ten (10) years of State service, the employer shall pay to the beneficiary one-fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days' pay.

Section 13. Emergency Sick Leave Bank.

a. In the event that the hours in the sick leave bank need to be replenished during the term of this Agreement, any employee who did not do so previously shall contribute twenty-four (24) hours from accrued sick leave to the sick leave bank. Hours contributed shall not revert to employees if not used.

b. Days contributed to the bank shall thereafter be allocated to non-probationary employees with catastrophic or extended, long-term illnesses.

c. To be eligible for allocation of sick days from the bank an employee must meet the following conditions:

- (1) exhaustion of all sick leave, personal and vacation leave, including advance sick leave under Section 5 of this Article;
- (2) the illness or injury is not covered by worker's compensation and/or such benefit has been exhausted; and
- (3) an acceptable medical certificate supporting the absence is on file.

d. Days shall be allocated by the Labor Management Advisory process set forth in Article 8 of this Agreement. The Labor-Management Committee shall have full authority to grant benefits and administer the program in accordance with guidelines outlined in subparagraph b. above. In addition, the Committee shall consider as a factor the extent and circumstances of the applicant's usage of sick leave prior to the illness in question.

e. Unused days shall be carried over from year to year and shall not lapse. The Committee may, by agreement, provide for additional opportunities for contribution to the bank.

f. Time off without loss of pay or benefits may be granted, as necessary, to members of the Committee to attend meetings to administer this program.

g. The actions or non-actions of this Committee shall in no way be subject to collateral attack or the grievance/arbitration machinery. The panel shall not be considered a State agency, board or any other subdivision of the Employer. No requests shall be conducted as contested cases or otherwise be subject to the Uniform Administrative Procedure Act.

Section 14. Use of Sick Leave to Care for Family Member Requiring Care.

Bargaining unit employees may use their sick leave to care for an immediate family member in circumstances which would meet the requirement for qualified family care under the Family and Medical Leave Act or other state or federal family medical leave provisions. Use of sick leave to which an employee is entitled under this paragraph shall not be deemed an incident or occurrence under an absence control policy. Family and Medical Leave for such employees shall be governed by federal law and by C.G.S. §31-51kk. In addition, employees shall have the ability to take unpaid maternity, paternity, or other childrearing leave for up to four months beyond the expiration of any leave otherwise

due under this section or under the FMLA, and, as is current practice, employees may extend personal medical leave for up to 24 weeks after all other leaves have expired and with appropriate medical certification. Permanent part-time employees who do not meet the hours threshold of state and federal law shall continue to be eligible for unpaid family leave per current practice, if any.

ARTICLE 20 HOLIDAYS

Section 1. Holidays. For the purposes of this Article, holidays are as follows: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

In the event that the legislature eliminates one or more of these designated holidays, a floating holiday(s) shall be substituted.

Section 2. Saturday Holidays. Because the courts are required to maintain essential services on days which are not holidays, it is compulsory that all offices of the court be opened and staffed by such essential number of personnel as may be determined by the Employer. Those employees required to work on a Friday preceding such Saturday holiday shall be granted equivalent compensatory time, to be taken not later than during the third (3rd) month next succeeding the month in which it has accrued.

ARTICLE 21 HEALTH AND LIFE INSURANCE

Section 1. The terms of employee health benefits are covered by a separate agreement pursuant to Conn. Gen. Stat. § 5-278(f).

Section 2. The State's group life insurance plan, pursuant to Conn. Gen. Stat. § 5-257 shall continue to be available to all members as it was on the date of signing of this Agreement.

In addition to this life insurance coverage, optional group life insurance may be purchased by an employee. Coverage of up to an additional \$50,000, in increments of \$5,000, may be purchased. Any employee electing such additional coverage shall pay the full costs thereof and such optional coverage shall be subject to the terms and conditions governing same under the State's policy. Optional life insurance coverage is not included when calculating the amount of reduced life insurance coverage upon retirement.

ARTICLE 22 EMPLOYEE RIGHTS

Employees covered by this Agreement shall suffer no reprisals for exercising their rights under this Agreement. Employees covered under this Agreement shall have full rights to Association representation as described in Article 9 (Grievance Procedure) and Article 13, Section 7 (Discipline).

ARTICLE 23
TRANSFERS FOR OPERATIONAL REASONS AND
TEMPORARY SERVICE AS A SUPERVISOR

Section 1. The Employer decides the job class involved in transfers, and determines the location from which and to which such transfers will be made. In determining such locations, commuting distances shall be a factor considered.

Section 2. Permanent Transfers.

a. A permanent transfer is defined as a permanent, indefinite change in duty station. Permanent transfers shall first be attempted on a voluntary basis. Involuntary permanent transfers shall be made in accordance with inverse seniority in the job class involved and in the location from which the transfer is being made. Seniority for the purposes of this Article is defined as aggregate service as a full-time permanent employee in the Connecticut Division of Criminal Justice. For Prosecutors who were employed as Juvenile Prosecutors on July 1, 1996 in connection with the transfer of juvenile justice functions from the Judicial Department to the Division, and who remained employed in that capacity on and after July 1, 2009, seniority shall also include their full-time service as Juvenile Prosecutors and Judicial Advocates.

b. If a prosecuting attorney refuses to accept a permanent transfer, he/she may bump the least senior bargaining unit prosecuting attorney in the judicial district in which the bumper is employed. The bumped employee shall be subject to transfer by the Employer.

Section 3. Temporary Transfers. A temporary transfer is defined as a temporary assignment away from the duty station. Ordinarily such transfers shall not exceed sixty (60) calendar days. No employee will be required to be in temporary transfer status for more than one hundred twenty (120) calendar days in any calendar year. In making temporary transfers the Employer shall consider the wishes of employees, seniority, and operational needs; provided, however, its determination shall not be subject to review under Article 9 (Grievance Procedure). Employees in temporary transfer status shall receive mileage in accordance with existing practice.

Section 4. Temporary Service as a Supervisor. An employee who is assigned by the Chief State's Attorney to perform temporary service as a Supervisory Assistant State's Attorney or a Supervisory Prosecutor for a period in excess of fifteen (15) consecutive work days shall, commencing with the sixteenth consecutive work day, be paid for such actual work as if promoted to the supervisory position in accordance with Article 16, Section 4-a(4).

**ARTICLE 24
LEGISLATIVE ACTION**

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

ARTICLE 25 SAVINGS CLAUSE

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

ARTICLE 26 RETIREMENT

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

ARTICLE 27 SUPERSEDEANCE

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

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

b. In connection with the exercise of rights conferred under paragraph a. above, which exercise impacts upon a mandatory subject of bargaining, the following procedures shall apply:

1. The employer shall give notice of its contemplated action.
2. The Association may request that the Labor Management Advisory Committee convene to discuss such impact.
3. The parties shall commence discussions in a timely fashion.
4. (i) The fact that such discussions have not commenced or concluded shall not operate to delay the exercise of the Employer's rights under

this Agreement, including but not limited to the right to implement all or part of the contemplated action.

(ii) Prior to any such implementation, the Employer shall give notice to the Association and schedule a meeting of the Labor Management Advisory Committee.

5. The fact that the Employer has exercised its rights shall not operate to terminate the obligation to continue such discussions for a reasonable period of time.

ARTICLE 28 MISCELLANEOUS

Section 1. The use of the term "Chief State's Attorney" in this Agreement shall be deemed to include any person(s) who may from time to time be designated by the Chief State's Attorney to perform functions set forth in the Agreement.

Section 2. Reservation of Rights. The Employer, by entering into and executing this Agreement, does not waive any claims with respect to the constitutionality of Conn. Gen. Stat. § 5-270(a) as it is or may be applied to the Connecticut Division of Criminal Justice.

Section 3. Indemnification. Indemnification shall be provided pursuant to Section 4-165 and Section 5-141d of the General Statutes. The decision whether to provide counsel to an employee being sued for malpractice shall be based upon whether such employee was acting within the scope of his/her employment, without regard to whether the suit alleges wanton or willful conduct. The question whether the employee was acting within the scope of employment shall be sympathetically considered consistent with the purpose of the indemnification statutes. The Employer shall cooperate in expediting the decision of state officials whether to provide counsel. The representation of prosecutors in civil suits shall be an item of continuing discussion between the parties.

Section 4. The use of the word "he" or "him" in this contract shall be construed in its generic meaning, unless otherwise indicated.

Section 5. **Effective July 1, 2016, the** The Division shall continue to provide, **by self-insurance, the benefits previously provided through the NDAA insurance that covers for the defense of a prosecutor in professional grievance proceedings. In the event that this insurance is no longer available, the parties shall mutually explore an alternative. The Division shall not be required to spend a greater amount than it now expends for this coverage, beyond ordinary premium increases. The Division reserves the right to exercise its discretion to make payments for counsel in those proceedings which is above that which was provided by the NDAA policy.**

Section 6. An employee who is subpoenaed to testify in a matter concerning the discharge of duties for the Division of Criminal Justice shall promptly notify his/her supervisor. Any witness fee received by the employee shall be turned over to the Division if any of the time spent in court in response to the subpoena occurs during the employee's normal working hours for which the employee is paid by the Division.

Section 7. Each employee shall participate in a minimum of sixteen (16) hours of professional development each fiscal/contract year. The labor-management advisory committee of Article 8 shall also serve as a Professional Development Advisory Committee. The Professional Development Advisory Committee shall make recommendations to the Chief State's Attorney on such matters as:

- Professional development programs to be offered in-house by the Division.
- Standards for giving credit to time spent in professional development activities other than those offered by the Division.
- Appropriate means of addressing situations where the employee, through no fault of his/her own, has been unable to timely complete the fourteen-hour requirement in a given year.

Section 8. **The parties agree to meet in Labor Management Committee discussions regarding possible implementation of telecommuting arrangements if operationally feasible. If mutually agreed, the first telecommuting schedules will be effective on or after July 1, 2018. The parties agree to seek the guidance of the State Department of Information Technology and Bureau of Enterprise Systems and Technology to assist in providing an understanding of the equipment and system requirements necessary to implement an effective policy for the Division.**

ARTICLE 29 DURATION

Section 1. Effective Dates.

This Agreement shall be effective July 1, 2011 **2016** and shall expire on June 30, 2016 **2021**. ~~This Agreement may be reopened for the limited purpose of negotiations over up to eight (8) non-economic issues for each party, which issues have de minimus cost, provided that the Union gives notice to the Division of its intent to reopen the contract for this purpose and if the specific issues to be negotiated not later than October 3, 2011. If the Union elects to reopen, the Division shall identify its specific issues not later than October 21, 2011. Reopener negotiations shall begin on a mutually agreed on or after November 1, 2011.~~

Section 2. Successor Negotiations.

~~In preparation for the negotiation of a successor agreement, the parties shall meet beginning in August of 2015 to study the possible restructuring of the salary schedules. Full negotiations for a successor agreement shall commence in October 2015. Upon request of either party, Successor negotiations shall commence at an earlier date in accordance with Conn. Gen. Stat. § 5-276a, unless the parties mutually agree to a different commencement date.~~

ARTICLE 30
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, **gender identify or expression**, age, ancestry, national origin, marital status, ~~mental retardation~~, learning disability, **intellectual disability, past or present history of mental disability**, physical disability, **genetic information**, or lawful political activity.

Section 2. The parties acknowledge the need for positive and aggressive affirmative action to redress the effects of past discrimination, if any, whether intentional or unintentional; to eliminate present discrimination, if any; to prevent further discrimination and to ensure equal opportunity in the application of this Agreement. Problems, either ripe or anticipated, which impact upon philosophy and/or directives of this Section shall be appropriate for continuing discussion between the parties.

SIGNATURE PAGE

STATE OF CONNECTICUT, DIVISION OF CRIMINAL JUSTICE

-and-

CONNECTICUT ASSOCIATION OF PROSECUTORS

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2016 THROUGH JUNE 30, 2021

STATE OF CONNECTICUT, DIVISION OF CRIMINAL JUSTICE

By: _____ Date: _____
John J. Russotto
Deputy Chief State's Attorney for
Administration, Personnel and Finance

CONNECTICUT ASSOCIATION OF PROSECUTORS

By: _____ Date: _____
John P. Doyle, Jr.
President

APPENDIX B MEMORANDA OF AGREEMENT

Scope Agreement

The salary plan of Appendix C shall supersede the SCOPE Agreement.

Hazardous Duty

~~Neither the Association nor any employee shall take any steps to have legislation introduced or to support legislation concerning eligibility for hazardous duty pensions for members of the bargaining unit during the term of this Agreement. The Association shall exert its best efforts to prevent any breach of this agreement. This provision shall sunset on June 30, 2013.~~

Red-Circled Employees

Employees ~~David Sullivan and Richard Palombo~~, **Christopher Alexy and Leah Hawley** who were formerly Supervisory Assistant State's Attorneys and were red-circled upon elimination of their positions, shall be paid at the rate of Step 14 of the Supervisory Assistant State's Attorney salary schedule but shall not receive any lump sum payment(s) made to other employees at the maximum step.

Appointment of New Prosecutors

During the term of this Agreement, if the Criminal Justice Commission elects to hire prosecutors who are not yet licensed to practice law in the State of Connecticut, the Division and the Union shall negotiate over the terms and conditions of employment for such appointees.

**APPENDIX C
SALARY SCHEDULES**

ASSISTANT STATE'S ATTORNEY

Effective July 1, 2016 through June 30, 2019

STEP	DESIGNATION	ANNUAL SALARY
1	Deputy	67,641
2	Deputy	70,346
3	Deputy	73,162
4	Deputy	76,087
5	Assistant	82,296
6	Assistant	85,587
7	Assistant	89,011
8	Assistant	92,571
9	Assistant	96,273
10	Assistant	100,124
11	Assistant	104,132
12	Assistant	108,294
13	Assistant	112,627
14	Assistant	117,134
15	Assistant	121,816
16	Assistant	125,475
17	Assistant	129,237
18	Assistant	133,109
19	Assistant	137,107
20	Assistant	141,217

SUPERVISORY ASSISTANT STATE'S ATTORNEY

Effective July 1, 2016 through June 30, 2019

STEP	ANNUAL SALARY
1	93,006
2	96,726
3	100,595
4	104,621
5	108,803
6	113,156
7	117,684
8	122,389
9	127,285
10	132,374
11	136,345
12	140,438
13	144,648
14	148,987

ASSISTANT STATE'S ATTORNEY

Effective July 1, 2019 through June 30, 2020
(3.5%)

STEP	DESIGNATION	ANNUAL SALARY
1	Deputy	70,008
2	Deputy	72,808
3	Deputy	75,723
4	Deputy	78,750
5	Assistant	85,176
6	Assistant	88,583
7	Assistant	92,126
8	Assistant	95,811
9	Assistant	99,643
10	Assistant	103,628
11	Assistant	107,777
12	Assistant	112,084
13	Assistant	116,569
14	Assistant	121,234
15	Assistant	126,080
16	Assistant	129,867
17	Assistant	133,760
18	Assistant	137,768
19	Assistant	141,906
20	Assistant	146,160

SUPERVISORY ASSISTANT STATE'S ATTORNEY

Effective July 1, 2019 through June 30, 2020
(3.5%)

STEP	ANNUAL SALARY
1	96,261
2	100,111
3	104,116
4	108,283
5	112,611
6	117,116
7	121,803
8	126,673
9	131,740
10	137,007
11	141,117
12	145,353
13	149,711
14	154,202

ASSISTANT STATE'S ATTORNEY

Effective July 1, 2020 through June 30, 2021
(3.5%)

STEP	DESIGNATION	ANNUAL SALARY
1	Deputy	72,458
2	Deputy	75,356
3	Deputy	78,373
4	Deputy	81,506
5	Assistant	88,157
6	Assistant	91,683
7	Assistant	95,350
8	Assistant	99,164
9	Assistant	103,131
10	Assistant	107,255
11	Assistant	111,549
12	Assistant	116,007
13	Assistant	120,649
14	Assistant	125,477
15	Assistant	130,493
16	Assistant	134,412
17	Assistant	138,442
18	Assistant	142,590
19	Assistant	146,873
20	Assistant	151,276

SUPERVISORY ASSISTANT STATE'S ATTORNEY

Effective July 1, 2020 through June 30, 2021
(3.5%)

STEP	ANNUAL SALARY
1	99,630
2	103,615
3	107,760
4	112,073
5	116,552
6	121,215
7	126,066
8	131,107
9	136,351
10	141,802
11	146,056
12	150,440
13	154,951
14	159,599

APPENDIX D LONGEVITY

The amount of the longevity payment shall be determined in accordance with the amount of the average annual increment on the salary schedule then in effect for Assistant State's Attorney or Supervisory Assistant State's Attorney, as applicable. The longevity schedules for the duration of this Agreement shall be as follows, provided that these amounts are subject to verification and modification by CORE-CT:

ASSISTANT STATE'S ATTORNEY

Years of Service	2016-2019	2019-2020	2020-2021
10	968	1,002	1,037
15	1,936	2,004	2,074
20	2,905	3,006	3,111
25	3,872	4,008	4,148

SUPERVISORY ASSISTANT STATE'S ATTORNEY

Years of Service	2016-2019	2019-2020	2020-2021
10	1,076	1,114	1,153
15	2,154	2,229	2,307
20	3,230	3,343	3,460
25	4,306	4,457	4,613

**APPENDIX E
GRIEVANCE FORM**

Date Filed _____ Step I ☐ Step II ☐ Check
one)

Name of Grievant _____

Grievant's Contact Information

Work Location Telephone E-mail

Name of Aggrieved Employee (If Association is Grievant) _____

Association Representative _____

Association Representative's Contact Information

Work Location Telephone E-mail

Facts:

Issue:

Date of Alleged Contract Violation: _____

Specific Controlling Contract Provisions:

Remedy or Relief Sought:

APPENDIX F JOB SECURITY

From July 1, 2011 ~~2017~~ through June 30, ~~2015~~ **2021**, there shall be no loss of employment for any bargaining unit employee hired prior to July 1, 2011 ~~2017~~, including loss of employment due to programmatic changes, subject to the following conditions:

1. Protection from loss of employment is for permanent employees and does not apply to:
 - employees in the initial probationary period established under Article 10, Section 1 of the collective bargaining agreement;
 - expiration of a temporary or durational appointment;
 - termination of grant or other outside funding specified for a particular position.
2. This protection from loss of employment does not prevent the Division from restructuring and eliminating positions provided those affected transfer to another comparable prosecutorial designation (*e.g.*, Deputy Assistant State's Attorney, Supervisory Assistant State's Attorney) in accordance with the terms of the collective bargaining agreement, particularly Articles 14 and 23. An employee who is laid off under the rules of the collective bargaining agreement because of the refusal of an offered position will not be considered a layoff for purposes of this agreement.
3. The Division is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs outside the July 1, 2011 ~~2017~~-June 30, ~~2015~~ **2021** period.

The Division further agrees that there shall be no involuntary reduction of any Prosecutor from full-time to part-time status during the period, July 1, 2011 ~~2017~~-June 30, ~~2015~~ **2021**.

APPENDIX G FURLOUGH DAYS

In accordance with the SEBAC framework, all employees are to take three (3) unpaid furlough days during Fiscal Year 2017-2018.

For the employees in this bargaining unit, this shall be accomplished as follows:

- 1. For the furlough days for FY2017-2018, the paychecks for the pay period beginning after ratification and ending with the last pay period of this fiscal year shall be reduced by the amount necessary to accommodate the value of the furlough day (daily rate of pay).**
- 2. Employees shall make arrangements to take the required three furlough days with the approval of the employee's supervisor. Furlough days shall be selected in the same manner as vacation pursuant to Article 18 of the collective bargaining agreement.**
- 3. Furlough days shall be treated in the same manner as voluntary schedule reductions under Conn. Gen. Stat. § 5-248c.**
- 4. There shall be no compensation for unused furlough days under any circumstances.**

Notwithstanding the foregoing, the parties may by mutual agreement substitute accrual reduction or other means that produce equivalent savings.