

COLLECTIVE BARGAINING AGREEMENT

between

STATE OF CONNECTICUT JUDICIAL BRANCH

and

CONNECTICUT STATE EMPLOYEES ASSOCIATION  
SEIU LOCAL 2001

SUPERVISING JUDICIAL MARSHALS

July 1, 2008 – June 30, 2012

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## ARTICLE I - Preamble

The State of Connecticut, acting by and through the Chief Court Administrator of the Connecticut Judicial Branch, hereinafter called "the Judicial Branch" or "the Employer," and the Connecticut State Employees Association (SEIU), Local 2001, hereinafter called "the Union" or "CSEA",

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 II - Recognition

Section 1. The Judicial Branch of the State of Connecticut herein recognizes the Connecticut State Employees Association SEIU Local 2001, as the exclusive representative of the employees working in permanent positions as Supervising Judicial Marshals, as certified by the State Board of Labor Relations in Case No. SE-24,840, Decision No. 4018 dated February 3, 2005, regularly working 20 or more hours per week. Accordingly, this Agreement shall pertain only to those employees whose job titles fall within the certification above cited and shall not apply to employees who are paid on the temporary payroll. Persons otherwise eligible serving a working test period are included.

Section 2. Nothing herein shall preclude the hiring of temporary, seasonal or part-time (less than 20 hours per week) employees to fill Supervising Judicial Marshal positions for limited periods of time, provided bargaining unit employees are not laid off or reduced below their scheduled hours of work as a result thereof. Subject to the same proviso, the performance of security, transportation or other functions by state police, corrections officers, or other state employees acting within the scope of their employment, shall not be construed to violate this Agreement.

### ARTICLE III - No Strikes—No Lockouts

#### Section 1.

(a) The Union shall not engage in, induce, support, encourage or condone a strike, sympathy strike, work stoppage, slow-down, concerted withholding, interruption or disruption of services, sickout, or any interference with the mission or operations of the Judicial Branch. This article shall be deemed to prohibit the concerted boycott or refusal of overtime work or any other work in the scope of the employees' job description.

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

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

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

### ARTICLE IV - Entire Agreement

Section 1. This Agreement, upon legislative approval and 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 Judicial Branch and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- 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 V - Management Rights

Section 1. The parties recognize the central role of the Connecticut Judicial Branch, as an independent branch of state government, in assuring compliance with the laws, the Constitution of the State of Connecticut, and the United States Constitution. The parties also recognize that the users of the Branch's services, including the general public, demand the prompt and efficient adjudication of complaints and disputes, and insist upon the fullest protection of statutory, civil, and constitutional rights.

Section 2. Unless an express, specific provision of this Agreement provides otherwise, the Connecticut Judicial Branch, acting through the Justices of the Supreme Court, the Chief Court Administrator, and such other judges and officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent, to manage and control the Branch.

Section 3. 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; evaluating employee performance; determining training standards and programs; 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 (provided any bargaining unit employee whose position is eliminated as a result of contracting out shall be offered another position in the Judicial Marshal series, from Judicial Marshal through Chief Judicial Marshal, inclusive); the determination of the content of job descriptions; the appointment, promotion, assignment, direction and transfer of personnel; suspending, demotion, discharging, or taking any other disciplinary action against its employees; the layoff of its employees because of lack of work or other legitimate reasons as stated in Article XIII; to determine the hours, days when, and locations where the courts will be in operation; to enforce existing rules and regulations for the governance of the Branch and to add to, eliminate, or modify such rules or regulations as it deems appropriate; and to take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

Section 4. 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.

Section 5. Except as expressly provided by a specific provision of this agreement, the exercise of the aforementioned rights as well as any other matter described within the administration of the Branch shall be final and binding and shall not be subject to the grievance provisions of this agreement.

Section 6. Conditions of employment not specifically addressed in the Agreement shall be governed by any applicable statutory or regulatory provisions, or any policies or procedures of the Judicial Branch.

#### ARTICLE VI - Union Security and Payroll Deductions

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

Section 2. Union dues shall be deducted by the Employer biweekly from the paycheck of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee 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, or within thirty (30) days after the effective date of this Agreement, whichever comes later, fails to become a member of the Union which is the exclusive bargaining agent for his/her unit, or an employee whose membership is terminated for nonpayment of dues or who resigns from membership, shall be required to pay an agency service fee under Section 4.

Section 4. The Employer shall deduct an agency service fee biweekly from the paycheck of each employee who is covered by this Agreement and who does not become a union member and pay union dues.

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

receipt of written notice of such changes by the Office of the Chief Court Administrator.

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 deduction, nor shall such deductions be retroactive.

Section 6. The Union shall indemnify the Judicial Branch for any liability or damages incurred by the Employer in compliance with this Article.

### ARTICLE VII - Union Rights

Section 1. Within ninety (90) days of the execution of this Agreement, the Union will furnish the Employer with a complete list of stewards designated to represent any segment or segments of the employees covered by this Agreement, specifying the jurisdiction and location of each steward or group of stewards and shall keep the list current.

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

Section 3. Access to Premises. Union staff representatives shall be permitted to enter the work premises of the Branch at any reasonable time for the purpose of discussing, processing, or investigating filed or potential grievances or otherwise performing Union business, provided that (1) they give reasonable notice in advance to the Chief Judicial Marshal or designee of their intent to enter the work premises, (2) they give notice of their presence immediately upon arrival to the supervisor in charge, (3) they do not interfere with the performance of duties, and (4) they restrict their visit to areas designated by the Chief Judicial Marshal or designee. The Union will furnish the Employer with a current list of its staff personnel and shall maintain the currency of said list.

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

Before contacting an employee, the steward will first report to and obtain permission to see the employee from the employee's supervisor. Permission from supervisors, based upon the work situation, will not be unreasonably withheld. A steward's pass, signed by his supervisor, shall be utilized as a request by stewards to meet with employees or employees to meet stewards, and shall state the name of the employee involved or steward, his/her location and the location to be visited, the general nature of the Union business to be discussed and the approximate time that will be needed. Stewards thus engaged will report back to their supervisors on completion of such duties and return to their job and will suffer no loss of pay or other benefits as a result thereof, provided such duties do not exceed two (2) hours per week for any individual stewards unless otherwise mutually agreed. The sufficiency of steward coverage shall be a subject of continuing consultation between the Employer and the Union. The Union will cooperate in preventing abuse of this Section.

Section 5. Access to Information. The Employer agrees to provide the Union, upon request and adequate notice, access to materials and information which are necessary for the Union to fulfill its responsibility to administer this Agreement. The Union shall reimburse the Judicial Branch for the expense for photocopying information. The Union shall not have access to information which the Employer reasonably determines is privileged or confidential.

Section 6. Union Business Leave. Provided two (2) weeks written request indicating the nature of the business is submitted by the Union to the Employer, paid leave will be granted to Union designees. A bank of eighty (80) hours is established in each year of the contract for attendance at steward training, legislative or administrative hearings or other legitimate union business, such as by-law meetings, executive sessions, etc. In addition to the bank of eighty hours, leave time without loss of pay or benefits shall be granted for up to three (3) delegates to attend the CSEA-SEIU Local 2001 convention for one day each biannually and leave for one (1) delegate to attend the SEIU convention for five (5) days every four years, subject to operational needs and prior notification. Time used for processing grievances shall not be charged to this bank of hours.

## ARTICLE VIII - Grievance Procedure

Section 1. Definitions; Purpose. A grievance is defined as a dispute concerning the interpretation or application of an express, specific provision of this Agreement.

Section 2. Format. Grievances shall be filed on mutually agreed upon forms and shall specify in reasonable detail: (a) the facts; (b) the issues; (c) the date of the violation alleged; (d) the controlling contract provision; (e) the remedy or relief sought.

Section 3. Grievant. A Union representative may submit a grievance on behalf of an employee who so requests, and the Union may in appropriate cases submit an "institutional" or "general" grievance on its own behalf with respect to rights of the Union. An individual employee may present a grievance to the Employer and have the grievance adjusted, without intervention of an employee organization, provided the adjustment shall not be inconsistent with the terms of the collective bargaining agreement then in effect. The employee organization designated as the exclusive representative shall be given prior notice of the grievance and shall be informed of the terms of the settlement. The steward shall be entitled to receive from the Employer all documents pertinent to the disposition of the grievance and to file statements of position.

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

- (a) either within fourteen (14) days from the act or omission from which the grievance arises; or
- (b) within fourteen (14) days from the date the grievant or any Union representative or steward through reasonable diligence should have known of the act or omission, whichever is later.

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

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

## Section 6. The Grievance Procedure.

Step I. A grievance may be submitted within the fourteen (14) day period specified in Section 4 to the employee's first supervisor in the chain of command who is outside the bargaining unit, as such supervisor may be designated by the Chief Court Administrator or his/her designee. Such supervisor shall meet with the Union representative, or the grievant, or both, and issue a written response within seven (7) days after such meeting but not later than fourteen (14) days after the submission of the grievance.

Step II. Executive Director. When an answer does not resolve the grievance at Step I, such grievance shall then be submitted to the Division Executive Director of Superior Court Operations, or a designee. The employee or the Union shall present the grievance within fourteen (14) days to such designee who shall issue a written response to the grievance within fourteen (14) days.

Step III. Chief Court Administrator. When the answer at Step II does not resolve the grievance, the grievance shall be submitted by the Union representative, or the grievant, or both, to the Chief Court Administrator or a designee within seven (7) days of the response at Step II. Within fourteen (14) days after receipt of the grievance, a meeting shall ordinarily be held with the employee, or the Union, or both, and a written response shall be issued within thirty (30) days after receipt of the grievance.

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

Section 7. For the purpose of the time limits hereunder, "days" shall mean calendar days unless otherwise specified. However, such "days" shall not include periods of time, including full or partial days, when the Judicial Branch is closed as a result of inclement weather or legal holiday. The parties to the grievance procedure may, by mutual agreement, extend time limits. The Chief Court Administrator or a designee, and the Union, may, by mutual agreement, waive any or all of the Steps hereinbefore cited.

Section 8. In the event that the Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits therefore shall apply as if the Employer's

answer had been timely filed on that last day. The grievant assents to the last attempted resolution by failing timely to appeal said decision, or by accepting said decision in writing.

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

Section 10. Consolidation. The parties may, by mutual agreement, consolidate for hearing by a single arbitrator two or more grievances arising out of similar factual situations, or involving similar issues of contract interpretation, or both.

Section 11. Arbitration.

- (a) (1) Submission to arbitration by the Union shall be by letter, with the grievance attached, to the Chief Court Administrator or a designee. If the Employer invokes the provisions of this Section, submission to arbitration shall be by letter, with the grievance attached, to the Executive Director of CSEA.
- (2) Selection. The parties shall utilize a panel of four (4) mutually agreed upon arbitrators. Unless the parties agree to the contrary for a particular case, the following procedures will apply:
  - (A) The arbitrator shall be selected by rotation in alphabetical order from the panel of arbitrators.
  - (B) If the arbitrator is not available to schedule a hearing within sixty (60) days of the receipt of the submission, the next arbitrator in rotation who is available shall be selected.
- (3) Procedures; Cost; Attendance. The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his appointment. The expenses for the arbitrator's service and for the hearing shall be shared equally by the parties. Unless requested by a party, no

verbatim record of the proceedings shall be made. Costs of making a record shall be borne by the requesting party. If a record is made pursuant to a mutual agreement, costs of making such record shall be shared equally. The costs of a transcript shall be borne by the party requesting same. If the arbitrator requests that a record be made or that he/she be given a transcript, the costs of said record or transcript shall be shared equally. The Employer shall grant reasonable time off to employees to attend an arbitration proceeding for the purpose of testifying. The Union shall provide reasonable notice, ordinarily three (3) or more days, of the employees it wishes to be excused for such attendance.

- (b) On grievances when the question of arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator, the arbitrator shall, at the request of either party, conduct a separate hearing on the issue of arbitrability and shall determine that issue before further proceedings are held. In determining such questions a rebuttable presumption of arbitrability shall be applied.
- (c) The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the pertinent provision of this Agreement, nor to grant pay retroactively for more than fourteen (14) calendar days prior to the date a grievance was first submitted. Except as expressly provided by a specific provision of this Agreement, the exercise of rights under the Management Rights Article as well as any other matter dealing with the administration of the Branch shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

The arbitrator shall render his decision in writing no later than thirty (30) calendar days after the conclusion of the hearing or receipt of briefs, whichever is later, unless the parties agree otherwise.

The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes §52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards.

Section 12. Notwithstanding any contrary provision of this

Agreement, the following matters shall not be subject to the arbitration procedure:

- (a) discipline of employees, except as provided in Article XII;
- (b) dismissal of employees during a probationary period;
- (c) disputes over an employee's job classification;
- (d) layoff or non disciplinary termination of employment;
- (e) classification and pay grade for newly created jobs, provided, however, this clause shall neither enlarge nor diminish the Union's right to negotiate on such pay grades;
- (f) compliance with health and safety standards and CONN OSHA;
- (g) any incident which occurred or failed to occur prior to the effective date of the pertinent provision of this Agreement.

Section 13. Meetings pursuant to this Article shall be held during normal business hours without loss of pay or benefits provided that no compensatory time or overtime shall be granted for hours outside the employees' normal work schedule.

#### ARTICLE IX - Probationary Period

Section 1. The probationary period shall be deemed an extension of the hiring process, or, where applicable, the examination process. Accordingly, non-probationary status in a duly authorized bargaining unit position will be attained by the employee after the conclusion of a satisfactory probationary period of six (6) months of continuous, active employment, unless, prior to the conclusion of such period, the employee's appointing authority, administrative judge, or division executive director reports, in writing, to the Chief Court Administrator or designee that the employee is unable or unwilling to perform his/her duties so as to merit continuance in such position and is, consequently, to be terminated as of a specific date not later than the termination date of the applicable probationary period. Any absence on or off the payroll for more than ten (10) cumulative days will result in the probationary period being recalculated to reflect the days missed. Upon receipt of such written notification at any time within the six (6) month period, the Chief Court Administrator or a designee shall remove the employee's name from the payroll, effective on

the date specified in the written notification.

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

Section 3. The Employer and the Union by mutual agreement may extend the probationary period of a bargaining unit member.

### ARTICLE X - Performance Appraisal

Section 1. The parties recognize and agree that the establishment of job requirements, the standards of performance expected to fulfill those requirements, and the measurements of individual employee performance against those standards are the responsibility of management. A performance appraisal will be conducted by a management designee, who is familiar with the employee's work. When an employee is rated "unsatisfactory," the rating supervisor shall state reasons and, if practicable, suggestions for improvement. Any performance appraisal report with an overall "unsatisfactory" rating must be discussed with the employee at an informal meeting. There shall be two overall ratings: "satisfactory" or "unsatisfactory." An employee receiving an "unsatisfactory" evaluation shall not receive any wage increase in the ensuing twelve (12) months.

#### 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 may be subject to arbitration, but the rating may only be changed if the evaluator's decision, in light of all the credible evidence, is clearly shown to be arbitrary and capricious. The arbitrator shall not substitute his/her judgment for the judgment of the evaluator in applying and weighing evaluation standards.

## ARTICLE XI - Personnel Files

Section 1. Definitions. An employee's "personnel file" is defined as: the personnel record maintained at the Administrative Services Division, Human Resources Management Unit of the Office of the Chief Court Administrator.

Section 2. An employee on his/her request, or a Union representative upon written authorization, shall be permitted to examine and copy during normal business hours and at his/her expense, all materials placed in his/her personnel file other than any pre-employment material or any other material that is confidential or privileged. Any privileged or confidential information shall not be revealed to any party outside the Judicial Branch without the written consent of the employee. The Judicial Branch reserves the right to require its designee to be present while such file is being inspected or copied. The Union may have access to any employee records upon presentation of written authorization by the appropriate employee.

Section 3. 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 performance appraisals and other appropriate purposes. Such notes or records shall not be deemed part of an employee's personnel file, nor subject to inspection or copying by the employee or other party.

Section 4. Upon execution of this agreement, no new material derogatory to an employee shall be placed in his personnel file until he receives a concurrent copy of such material.

At any time, an employee may file a written rebuttal to such material. Such material, including rebuttal if any, not subsequently incorporated into a service rating shall be expunged after one year at the request of the employee.

An employee may file a grievance objecting to any derogatory material placed in his 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.

## ARTICLE XII - Discipline

Section 1. Types of Discipline. All discipline under this Article shall be for just cause. Discipline includes discharge, demotion, suspension without pay, and letter of reprimand of an employee who has attained non-probationary status.

The employer shall not have the authority to transfer any employee due to misconduct. Accordingly, transfers shown to be based on misconduct shall be voidable without regard to whether such misconduct occurred.

Section 2. Authority to Discipline. Any designee of the Chief Court Administrator or Executive Director of Superior Court Operations who is not a member of the bargaining unit has the authority to impose discipline.

Section 3. Procedures for Imposition of Discipline. Appeal Procedures.

- (a) The employer shall inform the employee and the President of the Chapter, with a copy to the union, in writing of the discharge, demotion, suspension without pay, or written reprimand, and the effective date of such action.
- (b) Within fourteen (14) days of the imposition of discipline, except for written reprimands, an employee may file a Step III grievance.
- (c) Within fourteen (14) days after the appropriate response at Step III, or if no response is forthcoming after the expiration of the time limit set forth in Article VIII, Grievance Procedure the Union may invoke arbitration – subject to (d) in this section.
- (d) Written reprimands and performance appraisal references thereto, if any, shall be removed from the employee's personnel file one (1) year from the date of issuance provided that no other disciplinary incident similar in nature occurs during that period of time.

Written reprimands shall not be grievable, 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.

In any arbitration proceeding in which it is shown that a reprimand was considered and adversely affected the employee's chances for selection for a promotion, the remedy, if such material was without good reason, shall be limited to: (1) the removal of such material from the

employee's personnel record, and the insertion of his award if ordered by the arbitrator; and (2) an order to redo 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. Notwithstanding the above provisions of this Article, the Employer may impose any type of disciplinary action on employees who have not attained non-probationary status; such action shall not be grievable or arbitrable.

Section 5.

- (a) Employees who engage in a strike, sympathy strike, work stoppage, slow-down, concerted withholding, interruption or disruption of service, sick-out, or any interference with the mission or operation of the Judicial Branch may, at the exclusive option of the Employer, be discharged or disciplined.
- (b) In taking action under paragraph (a) above, the Employer may also consider whether the employee induced, supported, or encouraged other employees to engage in activities prohibited by Article III.

Section 6. Investigatory Interviews.

- (a) A Union steward may attend an investigatory 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 Connecticut Judicial Branch.
  - (2) The employee reasonably anticipates that disciplinary action will result.
  - (3) The employee requests the presence of a steward.
  - (4) A steward is available within a reasonable time, ordinarily not to exceed twenty-four (24) hours.
  - (5) No emergency work situation involving the employee or the steward exists.
  - (6) The steward does not interrupt or otherwise impede the interview.

- (7) Only one steward may attend an interview or series of interviews.
- (b) The rights conferred in the Section constitute the full extent to which the parties intend the Weingarten case to be applied under C.G.S. §5-271(a).
- (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.
- (d) Whenever practicable, the investigation, interrogation, or discipline of an employee shall be scheduled in a manner intended to conform with the employee's work schedule, with an intent to avoid overtime or compensatory time. When any employee is called by the employer to appear at any time beyond his/her normal work time, he/she shall be deemed to be actually working. This provision shall not apply to Union Stewards.

### ARTICLE XIII - Reduction in Force

Section 1. Definition. A layoff is defined as the involuntary nondisciplinary separation of an employee due to a reduction in the work force.

Section 2. Reasons for Layoff. Employees may be laid off because of lack of work, economy, insufficient appropriation, a change in Branch organization, abolition of position or any other cause.

Section 3. Procedures for Reduction in Force.

- (a) Scope of Layoff. Layoffs within the bargaining unit may be instituted on a branch-wide basis or may be limited to one or more position classifications.
- (b) Order of Layoff. In the event a layoff is necessary, employees serving a probationary period shall, as far as practicable, be laid off first; thereafter non-probationary employees shall be laid off. Seniority shall be a controlling factor in selection for layoff.

Section 4. Notice of Layoff. The Branch shall give employees not less than seven (7) days notice of layoffs.

Section 5. Seniority (Reemployment). An employee who has been laid off shall retain his/her seniority for twenty-four (24) months, but he/she shall not continue to accrue seniority while laid off.

Section 6. Recall. Employees who have been laid off shall be recalled, in order of seniority, provided that if an employee refuses to accept recall to his former position or to another position within thirty (30) miles of his home, or refuses three (3) recall offers, the Employer's obligation to said employee shall be fully discharged and the employee shall have no further rights to be recalled. Notwithstanding the above, the Employer's obligation to recall an employee shall be discharged twenty-four (24) months following the employee's layoff.

#### ARTICLE XIV - Safety

Section 1. 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. In the event there is a disagreement regarding whether an unsafe or unhealthy condition exists, the Union and the Employer will attempt to resolve it informally.

Section 2. 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.

Section 3. Disputes over unsafe or unhealthy working conditions shall be processed expeditiously through the Labor Department for compliance with CONN-OSHA, but shall not be subject to the grievance procedure.

#### ARTICLE XV - Compensation

Section 1. Salaries. The salary schedules for bargaining unit positions are set forth in Appendix A. July 1 increases will be effective on the first day of the pay period that includes July 1.

Effective June 20, 2008, the base annual salary of all employees shall be increased by three percent (3.0%).

Effective June 19, 2009, the base annual salary of all employees shall be increased by three and one-half percent (3.5%).

Effective June 18, 2010, the base annual salary of all employees shall be increased by three percent (3.0%).

Effective July 1, 2011, the base annual salary of all employees shall be increased by three percent (3.0%).

Annual increments will be effective on the first day of the pay period that includes January 1. Placement on the salary schedule was made in accordance with the provisions of this Article as described below in Section 2, and was effective retroactive to June 24, 2005, or the employee's date of hire if later. Effective January 1, 2009 and each year of this agreement thereafter, employees at the maximum step of the salary plan who have ceased receiving annual increments shall be eligible for a lump sum payment of seven hundred and fifty dollars (\$750). Such payments will be prorated for part-time employees.

Section 2. Step Placement. Supervising Judicial Marshals who were on Step 2 of the Group 19 salary schedule for non-bargaining employees in June of 2005 shall be placed on Step 2 of the 2005-2006 salary schedule set forth in Appendix A effective July 1, 2005, and shall advance one step on the appropriate salary schedule each January 1 thereafter. Supervising Judicial Marshals who were on a lower step of the Group 19 salary schedule for non-bargaining unit employees in June of 2005, or who subsequently were hired into a lower step, shall be placed on the lowest step of the 2005-2006 salary schedule (or the schedule applicable to the year in which they were hired, if later) which is equal to or higher than their current salary rate, effective July 1, 2005 or their date of hire if later, and shall advance one step on the appropriate salary schedule each January 1 thereafter.

Section 3. Longevity. Employees shall continue to be eligible for longevity payments for the life of the contract in accordance with existing practice.

Section 4. Shift Differential. Employees who are regularly assigned to work any shift that starts before 6:00 a.m. or after 2:00 p.m. shall receive a differential of \$.85 per hour for all work they perform, added to their base rate.

Section 5. Weekend Premium. Employees who actually work a full shift with the majority of hours falling between 11:00 p.m. on Friday and ending at 11:00 p.m. on Sunday shall receive a weekend premium of \$.85 per hour, not added to their base rate, provided they do not already receive a shift differential.

Section 6. Tuition Reimbursement. The Employer will allocate

funds for tuition reimbursement in each contract year as follows:

2008-2009 - \$2,500

2009-2010 - \$3,500

2010-2011 - \$4,500

2011-2012 - \$5,000

Tuition reimbursement shall be up to a maximum equal to seventy-five percent (75%) of the per credit rate for undergraduate and graduate courses at the University of Connecticut, Storrs; however, such reimbursement shall not exceed the actual cost of each course.

Unused amounts allocated for tuition reimbursement in one fiscal year will be available in the next fiscal year, however, any funds remaining at the end of this agreement will lapse and be returned to the Employer.

#### ARTICLE XVI - Temporary Service in a Higher Class

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

Section 2. Such assignments may be made when there is a vacancy in a permanent position which management has decided to fill, or when an employee is on extended absence due to illness, leave of absence, or other reasons. Extended absence is one which is expected to last more than thirty (30) working days.

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

Section 3. Upon expiration of a temporary assignment, the employee will be returned to the former position and rate of pay.

#### ARTICLE XVII - Hours of Work

Section 1. Regular Workweek.

- (a) The regular or standard workweek is defined as the number of hours of work normally scheduled to be performed in a seven (7) day period beginning Friday (12:01 a.m.) and ending Thursday (midnight).

- (b) Employees on a full-time work schedule will work forty (40) hours per week.

## Section 2. Scheduling of Hours.

- (a) The parties acknowledge the scheduling of hours in each location must be determined by management based on the needs of the particular facility, and that these may vary from time to time. Bargaining unit employees shall work in accordance with a schedule determined by the Executive Director of Superior Court Operations. Such schedule may be established with an average of forty (40) hours per week, eight (8) hours a day. Such schedule may require work during days, evenings, nights and weekends, provided that in locations where seven-day operations are required, each employee's schedule shall include two (2) consecutive days off, at least one of which shall be Saturday or Sunday.
- (b) All seven-day, 24-hour facilities shall maintain a schedule that includes a first shift starting between the hours of 6 and 9 a.m., a second shift starting between the hours of 2 and 5 p.m., and a third shift starting between the hours of 10 p.m. and 1 a.m.
- (c) Management retains the right to determine and fill manpower requirements, to allocate and reallocate Supervisory Judicial Marshals as appropriate to meet the needs of the Judicial Branch.
- (d) Nothing herein shall preclude Management from reassigning Supervisory Judicial Marshals to different duties or different locations to assure that changing staffing needs (which the parties recognize can develop without notice) are met.

Section 3. Meal Periods. For full time employees meal periods shall be one (1) hour, except that facilities where employees are currently offered the option of a one-half (1/2) hour meal period, this practice shall continue, subject always to operational needs. Meal periods shall be scheduled close to the middle of a shift, subject to the operating needs of the jurisdiction as determined by officials in charge. Meal periods shall, except in unusual circumstances, be considered duty free. Meal periods shall not be counted as

work-time. The voluntary omission of a meal period in whole or in part shall not modify the starting or leaving time schedule.

Section 4. Rest Periods. Employees shall be entitled to two (2) fifteen (15) minute rest periods during the working day, one (1) in each half shift (to be scheduled by the supervisor), except that operational needs may preclude such periods for court-room 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 XVIII - Overtime

Section 1. Definition. For purposes of this Agreement, overtime is defined as the number of hours an employee has worked in excess of the standard workweek providing, however, that such additional hours worked were assigned and performed in accordance with this Article.

Section 2. Accrual.

- (a) No employee may earn overtime unless:
  - (1) the employee is specifically directed and required, by a judge, supervisor or other authorized official, to perform work in excess of their standard workweek; or
  - (2) the Executive Director of Superior Court Operations, or a designee, upon request of the employee, approves in writing overtime for work already performed. It is further provided that overtime shall not accrue for work performed at an employee's place of residence.
- (b) Grace Period. Overtime may not be claimed for consecutive work time, otherwise claimable under this Article, of less than fifteen (15) minutes.
- (c) Measurement. Overtime shall be measured to the nearest fifteen (15) minutes.

Section 3. Compensation. All overtime shall be compensated at the

employee's straight time hourly rate, except that overtime in excess of forty (40) hours actually worked in a given workweek, as established by the Judicial Branch, shall be compensated at one and one-half (1-1/2) times the employee's straight time hourly rate. For purposes of this section only, leave with full pay as provided under this collective bargaining agreement shall be considered as if it were hours actually worked.

## ARTICLE XIX - Vacation

Section 1. Eligibility for Vacation Leave. Each full-time, (part-time pro-rated) employee in the bargaining unit is eligible to accrue vacation time with pay. The Chief Court Administrator or his designee may establish regulations concerning the accrual, prorating, and granting of vacation time with pay for employees who hold part-time positions and who are included in the regular biweekly payroll.

### Section 2. Accrual of Vacation Time.

- (a) (1) Eligible employees who are on the forty (40) hour per week payroll shall accrue 10 vacation hours per month for each completed month of continuous full-time service except that employees who have completed twenty (20) years of service shall accrue thirteen and thirty-three (13.33) vacation hours for each completed month of continuous full-time service.
- (2) In computing the effective date of an employee's first month's accrual at the twenty (20) year rate, only service time as a state employee shall apply. No service time prior to July 1, 1999 shall apply, unless such service time is recognized by statute as state employment.
- (b) 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.
- (c) 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.
- (d) Unused vacation hours may accumulate to a maximum of the equivalent of one hundred twenty (120) days. After an employee has attained this maximum accrual, vacation hours

shall begin to reaccrue in the month when some of such leave is taken.

Section 3. Taking Vacation Time.

- (a) For vacation purposes only, the calendar year shall run from April 1st through March 31st. Vacation requests submitted by February 1st shall be responded to in writing by March 1<sup>st</sup>, with requests submitted for full calendar week(s) given priority over requests submitted for single days in the same calendar week . Once a vacation request has been approved in writing, it may only be rescinded by mutual agreement of the parties. Seniority shall be the controlling factor in determining vacation requests submitted by February 1st. For submission after February 1st, vacation selections shall be granted on a first come first serve basis.
- (b) In no event shall an employee take more than twenty-five (25) days accrued vacation time in any one calendar year without first having obtained the approval of the Office of the Chief Court Administrator.

Section 4. Payment for Accrued Vacation Time on Termination.

- (a) On termination of employment by retirement or resignation, each eligible employee, shall be granted a 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 her/her resignation or retirement, times the number of unused vacation hours accrued to his/her credit at the time of his/her resignation or retirement.
- (b) In the event an employee, other than one whose compensation is fixed by statute dies, a lump sum payment shall be made for all vacation leave accrued to him/her and unused at the time of his/her death. The amount paid shall be equal to the salary the deceased employee would have received had he/she remained in the service of the Judicial Branch until the expiration of such vacation period.
- (c) 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.

- (d) Payment shall not be made under this section to employees who are involuntarily terminated, pursuant to Article XII, Discipline.

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 Judicial Branch shall be accepted by the Branch and credited to him/her on the Branch's personnel records.

#### ARTICLE XX - Personal Leave

Section 1. In addition to normal vacation accrual as set forth in this Agreement, there shall be granted to each full-time, (part-time pro-rated) bargaining unit employee of the Branch three (3) days of personal leave with pay in each calendar year. Use of personal leave time shall be measured in "hours" rather than "days".

Section 2. Personal leave of absence shall be taken for the purpose of conducting private affairs, including observance of religious holidays, and shall not be deducted from vacation or sick leave credits. Personal leave of absence time may be taken only when requested in advance by the employee and approved by the supervisor. Personal leave time which is not taken in a calendar year shall not be accumulated but shall lapse.

Section 3. Full-time bargaining unit employees may not take personal leave time 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 leave of absence without pay for more than ten (10) working days.

#### ARTICLE XXI - Military Leave

A full time permanent employee of the Branch who is a member of the armed forces of the State or of any component of the armed forces of the United States shall be entitled to all rights accorded under applicable state or federal law.

#### ARTICLE XXII - Sick Leave - Leave Without Pay

Section 1. Eligibility for Sick Leave. Each full-time, (part-time pro-rated) employee in the bargaining unit 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 Branch. The Chief Court Administrator or a designee may establish regulations concerning the accrual, prorating, and granting of sick leave with pay for employees of the Judicial Branch who hold part-time positions.

Section 2. Sick Leave Accrual.

- (a) Sick leave accrues at the rate of ten (10) hours per completed calendar month of continuous full-time service for employees who work a scheduled eight (8) hour day. Sick leave continues to accrue during the period of time an employee is on an authorized leave of absence with 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 Judicial Branch employee eligible to receive workers' compensation and sick leave benefits is actually receiving workers' compensation benefits under the provisions of the General Statutes.

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 Court Administrator shall be granted to an eligible employee under satisfactory proof of illness or injury, including pregnancy, incapacitating such employee for 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 his/her employment benefits.
- (b) Sick leave to the extent accumulated by the employee and credited to her account in the attendance and leave records maintained by the Chief Court Administrator shall be granted to an employee during the period of time that she 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 Court Administrator or designee attesting to the fact that he/she was sick and would have been unable to work on the day or days claimed as sick.
- (d) A holiday occurring when an employee is on sick leave will be counted as a holiday and not charged as sick leave. When special time off is granted, however, an employee on sick leave shall be charged as prescribed by the Chief Court Administrator.
- (e) If an employee is receiving workers' compensation or disability compensation, he may elect to draw upon his sick leave to the extent authorized by the General Statutes.
- (f) Consistent with existing practice, upon exhaustion of accrued sick leave, other accrued paid leaves 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 arrangements cannot be made outside of working hours;
- (b) when his/her presence at duty will expose others to contagious disease;
- (c) in the event of death in the immediate family when as much as five (5) working days' leave with pay may be granted. Immediate family means spouse (including civil union partner), father, mother, sister, brother 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 (as defined in (c) above) 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 within the same day from funerals of persons other than members of the immediate family, if prior permission is requested of and granted by the

- employee's supervisor.
- (f) up to three (3) days of leave will be provided to employees in connection with the birth, adoption or taking custody of a child.

Section 5. 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 Chief Court Administrator or designee to substantiate a request for sick leave or special leave of absence with pay:

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

The Employer may also require a medical certificate to establish an employee's fitness for duty for the following reasons:

- (4) when the Employer has reasonable cause to require an employee returning from an illness or injury to provide a medical certificate from an independent source clearing him/her to return; or
- (5) when an employee evinces aberrant behavior or obvious signs of illness or impairment that gives reasonable suspicion that he/she is unfit for duty.

The Office of the Chief Court Administrator may have a physician make a further examination.

Section 6. Removal from Payroll. Any eligible employee in the Branch absent from duty by reason of illness or injury who has exhausted all of his/her accrued sick leave, vacation leave including current accrual, personal leave days, and who thereafter does not return to duty, will receive no further compensation and will be removed from the active payroll of the Branch.

Section 7. Leave of Absence Without Pay.

- (a) 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 appointing authority or any authorized committee thereof for a period not to exceed one (1) year. Requests for such leave must be submitted in writing to the Office of the Chief Court Administrator. Such leave may be extended beyond one (1) year by the appointing authority, or any authorized committee thereof.
- (b) Upon expiration of paid leave for disability resulting from pregnancy the employee may request, a medical leave of absence without pay, position held, for a period not to exceed six (6) months following the date of termination of the pregnancy. Such medical leave of absence may, at the exclusive option of the appointing authority or an authorized committee thereof, be extended beyond the six (6) month period, with or without holding the position. Requests for such extensions shall be submitted to the Office of the Chief Court Administrator.

Section 8. Status of Accrued Sick Leave and Paid Leave Upon Reemployment of Resigned Employee. Any employee who resigns in good standing and who is reemployed 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.

Section 9. Compensation for Unused Sick Leave Accrual Upon Retirement. Each eligible employee in the department who retires shall be compensated, effective as of the date of his/her retirement, at the rate of one-fourth (.25) of his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days pay.

Section 10. Upon death of an employee who has completed ten (10) years of State service, the employer shall pay to the beneficiary one-fourth (.25) 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 11. Transfer of Sick Leave Accrual. The number of sick leave hours accrued by a state employee up to the date he/she transfers into the Judicial Branch shall be accepted by the Branch and credited to him/her on the Branch's personnel records.

ARTICLE XXIII - Jury/Witness Leave

Section 1.

- (a) Employees absent from duty to perform jury service shall receive their regular straight time salary, exclusive of overtime or any other premium pay. Acceptance of such salary shall be deemed a waiver of any statutory jury service fee.
- (b) Time off for jury duty shall be arranged as follows:
  - (1) If the employee is scheduled to work the day shift, evening or second shift, he/she shall be off on the shift occurring on the same day as the jury duty.
  - (2) If the employee is scheduled to work the night or third shift, he/she shall be off on the shift immediately prior to jury duty.
- (c) If an employee who works the day shift reports to jury duty and is released early so that court time and reasonable travel time to the work site (including time to stop at home if necessary) do not exceed three and one-half hours in total, the employee shall return to work for the balance of the day shift.

If any employee who works the evening or second shift reports to jury duty and is released so that court time and reasonable travel time to the work site (including time to stop at home if necessary) do not exceed three and one-half hours in total, the employee shall report to work for his/her regular work shift.

An employee who has been off the night or third shift immediately prior to jury duty shall not be required to report for additional work or make up the time if released early from jury duty.

Section 2. An employee called as a witness outside normal working hours in a matter arising out of the performance of customary duties of employment shall have such time counted as hours worked for purposes of Article XVIII, Overtime.

## ARTICLE XXIV - Holidays

Section 1. 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.

### Section 2.

(a) For purposes of this section, premium holidays are:

|                  |                                 |
|------------------|---------------------------------|
| New Year's Day   | January 1st                     |
| Memorial Day     | the last Monday in May          |
| Independence Day | July 4th                        |
| Labor Day        | the first Monday in September   |
| Thanksgiving     | the fourth Thursday in November |
| Christmas Day    | December 25th                   |

(b) Bargaining unit employees who are required to work on a premium holiday shall be paid at the rate of time and one-half for all hours worked on the premium holiday in addition to compensatory time for the day. Premium holiday pay will be paid for work on the dates set forth in subsection (a) even if these dates fall on a Saturday or Sunday.

(c) Premium pay shall be paid for those shifts with the majority of hours on the premium holiday. In no event will the Employer make premium payment for more than a twenty-four (24) hour period.

Section 3. Employees who are regularly scheduled to work on a holiday (or in the case of Monday through Friday schedules and holidays that fall on Saturday or Sunday, the day which the State designates as the holiday) shall receive the day off with pay, or if required to work, a compensatory day off with pay, in either case based on the number of hours the employee is scheduled to work that day. To be eligible for holiday pay, an employee must be in pay status at the end of his/her last scheduled day before the holiday and the start of his/her first scheduled day after the holiday.

## ARTICLE XXV - Group Health Insurance

The state shall continue in force the health insurance coverage in effect on July 1, 2005, subject to the negotiations of the Health Care Cost Containment Committee.

## ARTICLE XXVI - Transfers For Operational Reasons and Assignments

Section 1. Definitions. A transfer shall be defined as the change in location of an employee from one judicial district to another judicial district. An assignment is defined as the change of an employee from one work site to another within the same district. Assignment shall be construed to include reassignment.

Section 2. A permanent transfer is defined as a permanent, indefinite change in judicial district. Any such transfer shall be made by inverse seniority within the judicial district from which the Employer decides the transfer will be made.

Section 3. A temporary transfer is defined as a temporary relocation to a different judicial district. Ordinarily such transfers shall not exceed sixty (60) calendar days. No employee will be required to be in temporary transfer status for more than 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 VIII., Grievance Procedures. Employees in temporary transfer status shall receive mileage in accordance with Judicial Branch practice.

Section 4. Assignments within a judicial district shall be determined by the Employer. However, if an assignment involves a change of shift (not simply a change in hours) for the affected employee, and if the affected employee is not the least senior employee in the judicial district, the Employer shall meet and confer with the Union, preferably at least thirty (30) days prior to the effective date of the assignment.

Section 5. In Districts with 24-hour facilities, when a day shift assignment becomes available on a permanent basis within that District, it will first be offered to employees on the 2<sup>nd</sup> and 3<sup>rd</sup> shifts in seniority order prior to filling through promotion, hire or transfer.

## ARTICLE XXVII - Retirement

The terms and conditions of employee retirement benefits have been negotiated separately by the State and the Union.

## ARTICLE XXVIII - 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 not be grievable or arbitrable.

## ARTICLE XXIX - 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. If the Legislature rejects such request as a whole, the parties shall return to the bargaining table.

## ARTICLE XXX - Supersedence

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

Section 2. Except to the extent that 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.

## ARTICLE XXXI - Seniority

### Section 1.

- (a) Except as otherwise defined herein, seniority is defined as current continuous service as a full-time employee of the Connecticut Judicial Branch as a Supervising Judicial Marshal. A tie in seniority under this Section shall be resolved by the following method:
  - (1) The employee with greater total service in the Judicial Branch shall be deemed the more senior, and if that does not break the tie, then;
  - (2) The employee with greater total state service, as calculated for longevity purposes, shall be deemed more senior, and if that does not break the tie, then;
  - (3) The employee with the lowest employee number will be deemed more senior.
- (b) Seniority shall not be computed until after completion of the working test period. Upon successful completion of the working test period, seniority shall be retroactive to the date of hire.
- (c) Seniority shall be deemed broken by: (1) termination of employment caused by resignation, dismissal or retirement; (2) normally failure to report for five (5) consecutive working days without authorization. Credit for seniority up to a break in service shall be restored to an employee who is reemployed within one (1) year of a service break.

## ARTICLE XXXII - Miscellaneous

Section 1. Method of Salary Payment. Employees shall be paid on a biweekly basis for the duration of this Agreement.

Section 2. Workers' Compensation Payments. Accrued sick leave, to the extent available, then personal leave, to the extent available, then accrued vacation leave, to the extent available, then accrued compensatory time, to the extent available, may be used to supplement workers' compensation payments up to but not beyond an employee's regular salary.

Section 3. The use of the term "Chief Court Administrator" in this

Agreement shall be deemed to include any person(s) who may from time to time be designated by the Chief Court Administrator to perform functions set forth in the Agreement.

Section 4. Reservation of Rights. The Employer, by entering into and executing this Agreement, does not waive any claims with respect to the constitutionality of Chapter 68 of the Connecticut General Statutes (Collective Bargaining for State Employees) as it is or may be applied to the Connecticut Judicial Branch.

Section 5. Part-Time Employees. Non-probationary part-time employees will receive wages and fringe benefits on a pro rata basis to the extent provided under existing rules and regulations.

Section 6. Indemnification. Indemnification shall be provided pursuant to Public Act 83-464, as such Act may be amended from time to time. The decision whether to provide counsel to an employee being sued 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 wilful conduct. The question whether the employee was acting within the scope of employment shall be sympathetically considered consistent with the purpose of the indemnification statutes. The Employer shall cooperate in expediting the decision of state officials whether to provide counsel.

Section 7. The use of the word "he" or "him" in this contract shall be construed in its generic meaning, unless otherwise indicated.

Section 8. Unless otherwise provided in this Agreement, all leave time may be requested and granted in increments of fifteen (15) minutes.

Section 9. Overpayments. In the event that the Branch determines that an employee has been overpaid, the employee will be notified in writing and the Branch shall meet with the affected employee and the Union. The Branch will explain how the overpayment or duplicate payment occurred and discuss a repayment schedule. The Branch shall arrange to recover such overpayment from the employee over the same period of time the overpayment was made unless the Branch and employee agree to some other arrangement. (For example, an employee who has been overpaid by \$5.00 per pay period for six (6) months shall refund the Branch at the rate of \$5.00 per pay period over six (6) months.) In the event the employee contests whether or how much he/she was actually overpaid or that the above repayment schedule creates an undue hardship on the employee, the Branch

shall not institute the above refund procedure until the appeal is finally resolved through the grievance procedure. The issue(s) may be processed directly to arbitration by the Branch under the contractual grievance and arbitration procedure.

### ARTICLE XXXIII - Uniforms and Equipment

Section 1. The employer shall furnish to each new employee, upon their hire to the Judicial Branch, all uniforms and equipment required by the employer for the performance of their respective duties. All bargaining unit members shall be required to wear the same uniform. Rank shall be distinguished by badge and rank insignia.

Section 2. The Judicial Branch shall provide reasonable numbers of uniforms (shirts, pants, insignias, and any items of outerwear deemed necessary by the employer) that bargaining unit employees shall be required to wear. Management may enforce reasonable standards for appropriate attire with respect to other items of apparel (e.g., footwear).

Section 3. Payable with the second July paycheck, the Judicial Branch shall provide \$50 per contract year to each bargaining unit member to apply toward the cost of work shoes that meet the employer's standards.

Section 4. Upon request, Management shall provide the Union with a listing of uniforms and equipment provided to each new employee. Any new item that Management provides to new employees shall be provided to all bargaining unit employees within twelve (12) months, providing they have successfully completed any required training and/or certification.

### ARTICLE XXXIV - Duration

Section 1. Except as otherwise provided, this Agreement shall be effective upon approval by the General Assembly through June 30, 2012.

Section 2. Successor Negotiations. Negotiations for a successor Agreement shall commence in August of 2011. The parties may, by mutual agreement, commence negotiations at a different date.

ARTICLE XXXV - Statewide Labor Management Advisory Committee

Section 1. The parties agree, that in order to provide a method for promotion of those goals described in the Preamble and for the purpose of addressing future considerations which may affect the continuing climate of harmony and mutual responsibility, there shall be a Statewide Labor Management Advisory Committee, consisting of not more than three (3) authorized representatives of the Chief Court Administrator and not more than three (3) authorized representatives of the Union.

Section 2. Said Committee shall meet at the request of either party to discuss problems that could lead to system wide or institutional grievances application, clarification and aberrant manifestations of terms and conditions of this Agreement, as well as improvement of the parties' relationships and efficiency and increased productivity; the Committee may, by mutual agreement, discuss additional matters, mutually agreed upon in Committee, which were not within the contemplation of the parties to this Agreement but deserve immediate attention or redress.

These meetings shall not be bargaining sessions. In addition, matters of local concern involving districts within the Branch may be addressed by mutual agreement. In such instances each party retains the right to substitute, on an ad hoc basis, appropriate personnel familiar with the matters to be addressed.

Section 3. Committee meetings 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.

APPENDIX A - Salary Schedules







## APPENDIX B - Supersedence

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

1. Article XXXI, Section 1, shall be deemed to supersede C.G.S. Section 5-271 (a) and (f) and Section 5-272 (c), except to the extent that Article XXXI, Section 1 mandates impact bargaining.
2. Disciplinary Interviews (Article XII, Section 6) shall be deemed to supersede C.G.S. Section 5-271 (a).
3. Articles pertaining to compensation, hiring and separation practices, sick leave, vacation leave, personal leave, leaves of absence, and annual increments shall be deemed to supersede C.G.S. Section 51-12.

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