

MEMORANDUM OF UNDERSTANDING-IX
ESTABLISHMENT OF NEW ATTORNEY CLASSIFICATION
JUNE 1, 2006

The State of Connecticut, Office of Labor Relations and the Department of Administrative Services, hereinafter referred to as the “State” and the Administrative and Residual Bargaining Unit, hereinafter referred to as the “Union” have agreed upon the establishment of a new Attorney classification series. The new series will replace some nineteen (19) attorney classifications that are currently salary grade 25 or salary grade 28. The conditions and understandings associated with the new series are as follows:

1. A classification entitled Staff Attorney 1 shall be established at salary group AR 25. The Union acknowledges this as a negotiated classification and salary group, which is not subject to the Objective Job Evaluation process.
2. It is furthermore acknowledged that those employees classified in the following job titles shall be reclassified Staff Attorney 1 effective the first pay period following execution of this Agreement. The referenced current titles are: Administrative Hearing Attorney 1 – Assistant Adjudicator – Banking Administrative Attorney 1 – Elections Enforcement Commission Staff Attorney 1 – Ethics Commission Staff Attorney 1 – Freedom of Information Commission Staff Attorney 1 – Research Attorney – Staff Attorney 1 – Staff Attorney to the Employment Security Board of Review.
3. It is recognized and acknowledged that effective with implementation of item #2 above those current classes listed therein (item #2) shall be deemed void, inactive and subsequently abolished.
4. A classification entitled Staff Attorney 2 shall be established at salary group AR 28. The Union acknowledges that this classification is a negotiated class and salary group, which is not subject to the Objective Job Evaluation process.
5. Staff Attorney 2 shall be recognized as the second Staff Attorney level within the classification series. It is a full working level classification and may be obtained by progression from Staff Attorney 1. Employees hired as Staff Attorney 1 shall progress to Staff Attorney 2 following two (2) years of successful and satisfactory performance at the lower class level or qualifying outside experience.
6. The Union accepts and acknowledges that the following list of current classifications shall be void, inactive and subsequently abolished, with the implementation of the new Staff Attorney 2 classification: Adjudicator – Administrative Hearings Attorney 2 – Associate Research Attorney – Associate Staff Attorney to the Employment Security Board of Review – Banking Administrative Attorney 2 – Elections Enforcement Commission Staff Attorney 2 – Ethics Commission Staff Attorney 2 – Freedom of Information Commission Staff Attorney 2 – Legislative Services Advisor (RC) – Staff Attorney 2.

7. With respect to those classifications identified in items #2 and #6 above, the State and the Union acknowledge that these lists are all inclusive; however, in the event either party subsequently ascertains an error of inclusion of a particular classification title the discovering party shall serve written notice to the other party. Upon receipt of such notice and within thirty (30) calendar days the parties shall engage in negotiations as to whether the identified classifications should be incorporated into the new Staff Attorney series. If said incorporation is determined the parties shall likewise discuss slotting of the individuals affected in accordance with item #10 below.
8. A classification entitled Staff Attorney 3 shall be established at salary group AR 32. The Union acknowledges that this classification is a negotiated class and salary group, which is not subject to the Objective Job Evaluation process.
9. Staff Attorney 3 shall be recognized as the third and top attorney level within the classification series. Progression to this top level is achieved following three (3) years of successful and satisfactory performance as a Staff Attorney 2 within the specific agency.
10. In acknowledging that this Staff Attorney series is representative of a progression from the lower level to the higher level classification, it is also acknowledged by both the State and the Union that there is no official working test period (WTP) associated with progression from one Staff Attorney level to the next Staff Attorney level.
11. Notwithstanding item #2 of this agreement, the Department of Administrative Service (DAS) shall designate a classifications personnel professional(s) to review and assess the personal qualifications of the existing State Attorneys (from the various classifications to be deemed inactive) for proper slotting as an Staff Attorney 1, Staff Attorney 2 or Staff Attorney 3. This review shall be shared and discussed with the Union and the Agency; slotting shall be consistent with the job classification specifications (except as noted below). Any disputes over the slotting shall be appealed to the Office of Labor Relations (OLR) for a final determination.
12. Currently there is a classification entitled Principal Attorney; it is a salary group AR 33. The Union herein accepts that DAS shall determine that the Principal Attorney classification and the incumbents holding that class shall be "Red Circled". The effective date of this "Red Circle" action shall correspond with the execution date of this agreement.
13. For purpose of this agreement "Red Circle" as addressed in item #12 shall entitle the incumbents (Principal Attorney) to continue to be compensated at salary group AR 33. However, no new employees shall obtain this Principal Attorney (title) classification. Furthermore, it is herein acknowledged and established that the incumbents (Principal Attorneys) shall function under the classification of Staff Attorney 3.
14. There are thirteen (13) outstanding reclassification grievances wherein each grievant claims status as a Principal Attorney. In full and final resolution of these thirteen (13) grievances, the Union on behalf of each grievant withdraws the grievance. The

following listing indicates the grievant and grievance number that are herein withdrawn:

<u>Grievant</u>	<u>Grievance #</u>
[REDACTED]	16-11199
[REDACTED]	16-11203
[REDACTED]	16-11201
[REDACTED]	16-11200
[REDACTED]	16-11202
[REDACTED]	16-11206
[REDACTED]	16-11187
[REDACTED]	16-11056
[REDACTED]	16-11057
[REDACTED]	16-11333
[REDACTED]	16-11332
[REDACTED]	16-11330
[REDACTED]	16-11331

15. It is furthermore agreed that each of the above named grievants (item #12) shall be reclassified to the classification of Staff Attorney 3, salary group AR 32. The following chart indicates the employee, step placement and effective date.

<u>Employee</u>	<u>Step</u>	<u>Effective Date</u>
16-11199 (PT)	6	Nov. 17, 2004
16-11203	5	Nov. 17, 2004
16-11201 (PT)	6	Nov. 17, 2004
16-11200	7	Nov. 17, 2004
16-11202	6	Nov. 17, 2004
16-11206	7	
16-11187	7	
16-11056	7	
16-11057	7	
*16-11333	2	
*16-11332	2	
*16-11330	2	
*16-11331	6	

*Refer to item #9 above.

16. It is herein acknowledged that the following five (5) individuals while having an effective date of November 17, 2004 will have also been entitled and will have adjustments made for subsequent increments that would have occurred on April 1 2005 and again on March 31, 2006: 16-11199, 16-11203, 16-11201, 16-11200, 16-11202.
17. It is recognized that in the event of layoff bargaining unit seniority (accumulated service in the P-5 bargaining unit) governs in layoff selection within job classification. Due to the nature of this understanding [to "Red Circle" Principal Attorney while having the incumbents work as if classified as Staff Attorney 3 (items #12 & #13)], Principal Attorney shall be deemed to have displacement rights (Article 13 Section

Three) as a Staff Attorney 3 while retaining Red Circled status; however a Staff Attorney 3 cannot displace a Principal Attorney.

18. It is understood and acknowledged by both the State and the Union that in the event an individual who had achieved status as a Staff Attorney 3 (as provided in item number 9) changes Agencies, through a transfer, and he/she shall become a Staff Attorney 2, he/she shall renew progression to Staff Attorney 3 in the new Agency; however, the experience requirement for progression in the new agency shall be two (2) years of successful and satisfactory performance as a Staff Attorney 2 in that particular agency. If the employee affected by this change in Agency is a part-time employee the experience requirement for progression in the new Agency will be the equivalent of two (2) full-time years.
19. The Union herein agrees that this understanding resolves all pending classification and compensation issues concerning Attorney classifications, including but not limited to existing SCOPE appeals, and specifically the Principal Attorney classification. Furthermore, the Union agrees not to initiate any [additional] further appeals or claims in any forum [on] the Attorney classification structure, series or application, based upon any of the issues raised and resolved during this negotiation process.
20. It is also acknowledged and agreed that there are classifications that currently exist at salary levels above AR 28 within the current Attorney series. The individuals in these classes that qualify for the Staff Attorney 3 level will be reclassified to that level upon the first day of the pay period following execution of this agreement. Those classes as they subsequently become vacant will be abolished. Herein (below) is a list of those classes and incumbents:

<u>Employee</u>	<u>Classification</u>	<u>Projected Status</u>
[REDACTED]	Atty for OPA	Staff Attorney 3
[REDACTED]	Atty for OPA	Atty for OPA
[REDACTED]	Atty for OPA	Staff Attorney 3
[REDACTED]	Leg Svcs Dev	Staff Attorney 3
[REDACTED]	PW L Svcs S Atty	Staff Attorney 3
[REDACTED]	PW L Svcs S Atty	PW L Svcs S Atty

21. It is understood and acknowledged by both the State and the Union that many of the individuals who have been slotted into this new Attorney series may have received a lump sum payment at the time of their annual increment date. Under the terms of this agreement the compensation of the employee within these new classifications shall be implemented without any claim for reimbursement of any prior provided top step, lump sum payment.