

"The following sample employee handbooks and policy manuals are provided to assist bar associations in developing their own manuals and are for reference only. Provision of these materials is not intended to be, and does not constitute, legal advice."

Employee Handbook

Dear CBA Employee,

The Connecticut Bar Association is the premier professional association for lawyers in Connecticut. As employees of the CBA we have the responsibility of serving our members. Each of us plays an important role in the many programs and services we offer to the membership and to the public.

The CBA is committed to providing an atmosphere of mutual respect and trust and helping employees find satisfaction in their work. This handbook is designed to acquaint employees with the benefits, privileges and professional responsibilities of working at the CBA.

This handbook is not intended nor shall it be construed as a contract of employment or a warranty of benefits. The CBA reserves the right to change this handbook and its policies, programs and benefits from time to time as it, in its sole discretion, deems necessary. All employees should become familiar with the contents of this Employee Handbook as it is intended to answer many of the questions you may have concerning your employment with the CBA. If you have any questions concerning the contents of this handbook and your rights and responsibilities as outlined in the handbook, please feel free to discuss them with the Director of Administration and Finance Janis Jerman, or me.

You should take personal pride in your continuing contributions to the success and strength of the CBA.

Sincerely,

Tim Hazen
Executive Director

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Note: In all cases, actual terms of benefit plans supersede descriptions contained in the Employee Handbook

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the CBA's policy that equal employment opportunity is extended to all qualified persons without regard to race, creed, color, sex, age, national origin, religion, physical or mental handicap, or sexual orientation.

JOB POSTINGS

It is the CBA's policy to notify all employees of job openings. Employees who would like to be considered for a vacant position or who know of someone who might have an interest should inform the director of administration and finance.

NOTHING IN THIS HANDBOOK SHALL BE CONSTRUED AS A CONTRACT OR AGREEMENT TO DISCHARGE FOR JUST OR GOOD CAUSE ONLY. EMPLOYMENT BY THE ASSOCIATION IS "AT WILL" AND AS SUCH EITHER THE EMPLOYEE OR THE ASSOCIATION MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT WILL AT ANY TIME FOR ANY REASON WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE.

WORKING HOURS

The regular work schedule for CBA employees and normal office hours are from 9:00 a.m. to 5:00 p.m., Monday through Friday. Employees are entitled to one hour for lunch between 12:00 and 2:00 p.m. Adequate coverage in each department should be maintained at all times including the luncheon period.

When an employee needs a different schedule because of an unusual work or personal conflict, the supervisor shall make a reasonable effort to be accommodating. Any request to work through lunch or to reduce the lunch period to less than thirty minute may only be granted in writing.

Due to the scheduling of meetings and other events, work schedules for certain employees must be flexible and may be changed from time to time. Overtime may be required to staff these events adequately.

PAY DAYS AND PAY PERIODS

The pay period begins on Sunday and ends on Saturday of each week. Employees are paid biweekly on Thursday (or on Wednesday if Thursday is a CBA holiday) for the two weekly pay periods prior to the pay date.

CATEGORIES OF EMPLOYMENT

Eligibility for benefits and overtime depend on the employee's status:

- **Regular full-time employees** – employees who are regularly scheduled to work at least 35 hours per week. Regular full-time employees are eligible for all benefits subject to the terms, conditions or limitations of each including:
 - Group health, dental and life insurance
 - Long-term disability insurance
 - 401(k) plan (*subject to plan restrictions*)
 - Paid holidays
 - Vacations
 - Personal days

- Sick leave
 - Bereavement leave
 - Jury duty
 - Other leaves
- **Regular part-time employees** – employees who are regularly scheduled to work fewer than 35 hours per week. Regular part-time employees are eligible for the following benefits subject to the terms, conditions or limitations of each:
 - 401(k) Plan (*subject to plan restrictions*)
 - Paid holidays, provided the employee is normally scheduled to work on that day
 - Vacations
 - Personal days
 - Sick leave
 - Bereavement leave
 - Jury duty
 - Other leaves

Regular part-time employees are eligible for holidays, vacations, personal days and all leaves on a *pro rata* basis.

- **Part-time or periodic employees without a regular work schedule** – employees who work less than 35 hours per week and who do not have a regular work schedule. Irregular or periodic employees are eligible for the following benefits subject to the terms, conditions or limitations of each:
 - 401(k) Plan (*subject to plan restrictions*)
 - Vacations
 - Personal days

Irregular or periodic employees are eligible for vacations and personal days on a *pro rata* basis based on the average day worked for the six month period prior to the leave.

- **Temporary and Seasonal Employees** – Employees hired for a limited period of time to temporarily supplement the work force or to replace regular employees on leave of absence. Temporary and seasonal employees are not eligible for benefits.
- **Exempt and Non-exempt Employees** – Under the state and federal wage and hour laws, employees of the CBA are also classified as either non-exempt or exempt. Generally, employees in secretarial, clerical and support positions are non-exempt which means that they are required under federal and state law to be paid overtime pay at the rate of time and one-half for all hours worked in excess of 40 hours in any week. Non-exempt employees are responsible for maintaining and reporting their time records. Managerial, administrative and professional employees, as defined by the wage and hour laws, are exempt and are not paid for overtime work performed. The executive director may authorize a reduced schedule on a temporary basis when an exempt employee has worked an unusual number of extra hours and requests the change.

OVERTIME PAY

All non-exempt employees will be paid at the rate of one and one-half times their regular hourly rate for work in excess of 40 hours per week. Overtime is calculated on a weekly basis and non-exempt employees shall not work overtime without advance authorization by a manager or department head.

MAKE-UP TIME

“Make-up time” is when an employee works additional hours to make up for time missed on another day in the *same* week. Make-up time is paid as straight time and is identified on weekly time sheets. Make-up time should be approved in advance by a manager or department head.

TRAVEL TIME

When an employee, in the course of employment, is required or permitted to travel for purposes that benefit CBA, the travel time shall be paid as working time. When an employee is required to begin or end the work day at someplace other than CBA headquarters, travel time in excess of the normal commuting time shall be paid as working time.

TIME RECORDS

All non-exempt employees shall complete a time sheet each week showing the hours worked each day and total hours worked each week. The time sheet must be personally completed and signed by the employee and supervisor.

PUNCTUALITY AND ATTENDANCE

As the purpose of the CBA is to serve the needs of its members, it is important that all employees be present every day and on time. Employees must promptly notify their supervisor if unavoidably late or absent. Repeated unexcused absences and excessive tardiness are disruptive to the entire staff and will be subject to appropriate sanctions, including the possibility of termination.

PERFORMANCE APPRAISALS

Employees will have the opportunity to read their performance appraisals and to discuss them with their supervisors, to add comments and to take the opportunity to set goals and objectives that will be reviewed in future appraisals. Employees will be given a copy of their performance appraisal.

During the first 90 days of employment CBA employees will be exposed to the new job and learn what they and the CBA may expect from each other. All employees will have a performance appraisal after three months and every year thereafter during the month of June.

When a CBA employee accepts a new job in the organization, the current supervisor and employee will complete a performance appraisal as soon as practical. This requirement may be waived, in writing, if the employee’s most recent performance appraisal was scheduled less than six months earlier and completed. Both the employee and supervisor must agree to waive the appraisal.

The employee and new supervisor will have another performance appraisal three months after starting the new job at CBA.

Three-month performance appraisals (for new employees or employees in new positions) should be completed with the other June appraisals for employees starting between February and May.

A supervisor may schedule performance appraisals more than once a year, if appropriate, to assess the employee’s progress toward goals, objectives and performance measures.

DESCRIPTION OF BENEFITS

- **Group Insurance Programs**
 - **Group health and dental insurance** – Group health and dental insurance is provided for regular full-time employees through an insurer or managed care company selected by the CBA or through a self-insurance program sponsored or maintained by the CBA. Regular full-time employees are eligible for coverage on the first day of the month following the first full calendar month of employment. Currently, the CBA pays 85% of the premium for the managed care option of group health insurance and 50% of the premium for dental coverage for employees. Employees may purchase group health and dental coverage for their dependents at their own expense. Both the employee’s share of employee coverage and the cost of dependent coverage, if any, will be automatically deducted from the employee’s weekly wages. Refer to the Explanation of Benefits and the group health and dental insurance portfolio for further information regarding health and dental insurance coverage.
 - **Life Insurance** – Life insurance is provided to employees in an amount equal to their annual salary.
 - **Long-term disability coverage** – Long-term disability insurance is provided to regular full-time employees. Benefits are paid to employees who have been out of work for 90 calendar days and who are disabled due to sickness or injury and require the regular attendance of a physician. Details of the policy are available in the policy description.
- **401(k) Retirement Plan** – On July 1, 1997, the CBA adopted a 401(k) plan under which each qualified regular employee may make tax-deferred contributions to the plan.

Effective January 1, 2002, a participating employee may contribute up to 15% of compensation or the annual limit, whichever is less. The annual limit is:

Year:	Limit:
2002	\$11,000
2003	\$12,000
2004	\$13,000
2005	\$14,000
2006 and after	\$15,000

The CBA 401(k) plan has two entry dates each year: January 1 and July 1. Employees become eligible to make tax-deferred contributions on the first entry date following their date of hire. On the entry date following the completion of one full year of service, employees become eligible to receive CBA matching and profit-sharing contributions. Under the 401(k) plan, for each employee-contributed dollar, the CBA will match \$0.50 not to exceed 2% of the employee’s total compensation. At the CBA’s discretion profit-sharing contributions will be made to eligible employees. These contributions will be made on a quarterly basis.

The ABA Members Retirement Plan is the administrator of the program. Refer to Plan documents for details.

- **Vacations** – Regular employees shall be entitled to vacation in accordance with the following schedule:

<u>Length of Employment</u>	<u>Length of Vacation</u>
6 months through 4 years	2 weeks*
5 years through 9 years	3 weeks*
10 years or more	4 weeks

**Add one additional week for management staff.*

Vacation time must be taken in increments of 1/2 day or more. No request for vacation time for less than 1/2 day will be approved.

Every administration and finance employee must take a one-week vacation every year. All employees are strongly encouraged to take a week's vacation every year. Vacation time shall be used before the end of the calendar year. With the approval of the director of administration and finance, vacation time may be held over and used prior to March 31 of the following year. Vacation time unused by March 31 of that year will be forfeited.

Regular part-time employees are granted vacation on the same basis as regular full-time employees but on a *pro rata* basis. Vacation time may be restricted in connection with certain CBA events, and vacations will not be approved at such times except with the special permission of the director of administration and finance.

All requests for vacation shall be submitted in writing in advance to the employee's department head for approval. Forms for requesting time off are available from the director of administration and finance.

- **Holidays** – Regular full-time employees are entitled to twelve paid holidays each year in accordance with the CBA's holiday schedule which is posted each year. Part-time employees are entitled to paid holidays in accordance with the CBA holiday schedule provided that they are regularly scheduled to work on that day. If a non-exempt employee is required to work on a holiday, the employee will be paid straight time for the first eight hours actually worked, *plus* straight time holiday pay for the number of full-time or part-time hours that would be otherwise provided.
- **Personal days** – Employees are entitled to two paid personal days per year. Personal days may be taken in 1/2 or whole day increments.
- **Bereavement Leave** – Paid bereavement leave of up to three days will be granted in the event of a death in an employee's immediate family. Immediate family consists of a spouse, child, parent, sibling, grandparent, grandchild or parent-in-law. In the event of the death of a relative other than a member of the immediate family, employees will be entitled to one-day's bereavement leave.
- **Jury Duty** – Employees will be given leave for jury duty and will be paid the difference between the jury duty fees received and their normal salary. Employees should notify their supervisor upon receipt of the summons for jury duty. If during jury duty an employee is not required to appear at the courthouse, the employee should return to work.
- **Sick Leave** – Regular full-time and part-time employees are eligible for paid sick days in each calendar year according to the following schedule:

<u>Period of Employment</u>	<u>Number of Sick Days</u>
0 through 4 years	5
5 or more years	7

Sick leave may be accumulated from year-to-year up to a total of 65 days. Unused accumulated sick days will not be reimbursed at termination of employment.

LEAVES OF ABSENCE

- **Annual Military Leave** – The CBA will pay the difference between military pay and regular salary during military leaves up to a maximum of ten days per year and grant unpaid leave thereafter. All employees seeking military leave should notify their supervisor in advance, if possible.

- **Childbirth Leave** – An employee may take up to a six-week leave of absence for childbirth. Employees may use accumulated sick, vacation and personal days for this childbirth leave. In the event that the employee does not have enough accumulated leave to cover the entire childbirth leave, the leave of absence will be unpaid. Employees enrolled in the group health and dental insurance plan at the time of the childbirth leave will be entitled to continue their health and dental insurance benefits on the same terms for up to six weeks of childbirth leave regardless of whether the childbirth leave is paid or unpaid.

If an employee does not return to work after childbirth leave, his/her employment and benefits will terminate as of his/her last paid day of leave.

In the event that an employee's healthcare provider has determined that she is disabled and unable to work during pregnancy or at the conclusion of childbirth leave, the pregnancy-related disability will be treated the same as any other disability. The employee may qualify for long-term disability benefits in the event that the disability exceeds 90 calendar days. Refer to the long-term disability benefits summary plan description for an explanation of benefits.

- **Other Leaves of Absence** – Under extraordinary circumstances, employees may request leave without pay for personal reasons. All requests for leave of absence must be submitted, in writing, to the director of administration and finance and will be considered on a case-by-case basis. The granting of leaves of absence without pay and their terms will be at the discretion of the director of administration and finance. Leaves of absence without pay may only be requested after all accumulated vacation and personal time have been used. Employees shall not be entitled to holiday pay during an unpaid leave of absence.

STATUS OF BENEFITS AT TERMINATION

Except in cases of termination of an employee for disciplinary reasons, the CBA will normally give employees at least two weeks notice of its decision to terminate employment or it will give the employee two weeks pay in lieu of notice. Employees who desire to terminate their employment must give at least two weeks notice prior to the last date of employment with the CBA or they will forfeit all accrued but unused vacation time.

PERSONNEL FILES

Employees have the right to inspect their personnel file and to obtain copies of all or a part of the file. Changes in personal information, including name, address, telephone numbers, insurance beneficiaries, emergency contacts, *etc.*, should be reported to the finance manager as soon as they occur.

SOLICITATION AND DISTRIBUTION OF MATERIALS

The CBA does not permit solicitation for funds, membership in organizations or other purposes by employees or non-employees in work areas of the CBA during working hours. Employees and non-employees are not permitted to distribute literature or other written material for such purposes in work areas at any time. Non-employees are not permitted to solicit or distribute materials for any purpose on CBA premises at any time.

CBA MEMBER BENEFITS

CBA staff members are ordinarily entitled to receive discounts and special offers that are available to CBA members. CBA will pay CBA membership dues for eligible staff members. Staff members may attend CBA seminars at no cost, with supervisor's approval.

If the product or service offered to members is limited in its availability, CBA members have preferential treatment and CBA staff requests are handled on a standby basis.

POLICY AGAINST DISCRIMINATION AND SEXUAL HARASSMENT

Consistent with the CBA's commitment to a collegial work environment in which all individuals are treated with respect and dignity, every employee has the right to work in a professional atmosphere free from discriminatory practices, including sexual harassment. Discrimination based on religion, national origin, ancestry, alienage, color, race, sex, age, sexual orientation, marital status, physical disability, present or past history of mental disorder, mental retardation or learning disability will not be permitted. Conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or that creates an intimidating, hostile or offensive working environment based on the aforementioned protected classes is not permitted.

All types of sexual harassment, as described below, are unacceptable and will not be tolerated in the CBA office, at CBA-sponsored events or other work settings. In this regard, supervisors may not use their authority to solicit subordinates for sexual favors, making submission a term or condition for a tangible employment action either implicitly or explicitly. Likewise, between employees, solicitation, insults, comments, verbal or physical advances or other sexually offensive activity will not be tolerated.

Definitions of Sexual Harassment

Sexual harassment is a violation of Title VII of the Civil Rights Act of 1964 and Connecticut General Statutes, § 46a-60(4)(8). Sexual harassment is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is either explicitly or implicitly related to a tangible employment action; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Types of Sexual Harassment

- **Verbal:** Includes sexual innuendoes, suggestive comments, inquiries of a sexual nature, jokes of a sexual nature, sexual propositions, and threats
- **Non-verbal:** Includes sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures
- **Physical:** Unwanted physical contact, including touching, pinching, brushing the body, coerced sexual intercourse, assault

Sexual harassment may be obvious or subtle. Some behavior that is appropriate in a social setting may not be appropriate in the workplace. Whatever form it takes, verbal, non-verbal or physical, sexual harassment can be insulting and demeaning to the recipient and will not be tolerated in the workplace.

Individuals Covered Under the Discrimination and Sexual Harassment Policy

All CBA employees are covered by this policy. The CBA will not tolerate, condone or allow discrimination or sexual harassment, whether engaged in by fellow employees, supervisors or by outside members and non-members who conduct business with the CBA. The CBA encourages reporting of all incidents of discrimination and sexual harassment, regardless of who the offender may be.

Reporting a Complaint

If you believe that you are being discriminated against or harassed in your role as a CBA employee, the CBA encourages you to notify the offender – immediately and firmly – that the behavior is unwelcome. The CBA also recognizes that a confrontation may be impossible. If informal, direct communication between you and the other person is either ineffective or impossible, the following steps should be followed to report a discrimination or sexual harassment complaint:

- Employees who believe they have been subjected to sexual harassment should report the alleged act immediately to a member of the sexual harassment complaint committee, which is responsible for investigating such allegations. In the event employees are uncomfortable, for any reason, with discussing the matter with any member of the committee, they should contact another supervisor with whom they are comfortable discussing the matter. **Any allegations of sexual harassment reported by a CBA employee to a member of the committee or to any person in a supervisor capacity must be investigated by the committee. That means all supervisors and members of the committee are obliged to bring the allegation to the attention of the committee.**
- Employees who believe they have been subjected to illegal discrimination should immediately report the conduct to the director of administration and finance. If the employee is uncomfortable speaking with the director of administration and finance, he/she may speak with any supervisor or manager. All complaints shall be brought to the attention of the director of administration and finance or executive director for resolution.
- Employees should maintain a record of objectionable conduct to effectively prepare and corroborate their allegations. The record should be factual (“he said or did / she said or did”), should be dated and should be prepared as soon as possible after the event.
- A verbal complaint must be reduced to writing by the complainant, committee member or supervisor. The complaint must be signed and dated by the complainant.
- All complaints will be handled in a timely and confidential manner. Investigation of such matters will usually entail conferring with involved parties and any named or apparent witnesses.
- It is unlawful to retaliate against a complainant. Any person found to have retaliated against another individual for reporting discrimination or sexual harassment will be subject to the same disciplinary action provided for discrimination or sexual harassment offenders (see “Resolving the Complaint”).

- **Resolving the Complaint**

When the investigation is completed, the CBA will communicate its findings and intended actions to the complainant and alleged discriminator or harasser.

If the final determination is that discrimination or harassment occurred, the offender will be subject to appropriate disciplinary procedures, as listed below. The complainant will be informed of the disciplinary action taken.

If the final determination is that discrimination or harassment did not occur, the finding will be communicated to the complainant in an appropriately sensitive manner.

- **Sanctions**

Employees found to have engaged in misconduct constituting discrimination or sexual harassment will be disciplined, up to and including discharge. The director of administration and finance, executive director or board of governors will determine appropriate sanctions. The CBA’s

response, at a minimum, will include reprimanding the offender and preparing a written record. Additional action may include referral to counseling, withholding of a promotion, temporary suspension without pay, financial penalties or termination.

If non-employees are found to have engaged in such misconduct, the executive director or director of administration and finance will determine appropriate actions.

- **False Accusations**

If an investigation results in a finding that the complainant falsely accused another of discrimination or sexual harassment knowingly or in a malicious manner, the complainant will be subject to appropriate sanctions, including the possibility of termination.

Individuals who agree with each other to engage in or cause the performance of discrimination or sexual harassment or to falsely accuse another of such conduct may be guilty of conspiracy as defined in § 53a-48 of the Connecticut General Statutes.

If an employee fails to use the mechanisms in place, as set forth in this policy, the result may be a forfeiture of the right to pursue the claim in a court of law.

- **Maintaining a Written Record of the Complaint**

The CBA shall maintain a written record of each complaint and how it was investigated and resolved. Written records shall be maintained in a confidential manner and shall not be included in regular employee files. Records shall be destroyed five years after the conclusion of the investigation.

INTERNET ACCESS AND E-MAIL POLICIES

Every staff member with access to CBA electronic mail and the Internet is expected to use these services in a professional and responsible manner.

As with any communications made on behalf of the Connecticut Bar Association, sending abusive or objectionable messages is strictly prohibited. Transmitting or displaying obscene, pornographic, sexually offensive or other inappropriate or offensive materials violates the CBA sexual harassment policy and may violate state and/or federal law.

Please inform anyone who sends these materials to you that you may not receive them at the CBA. Office computers and telephones are for office use. The only exceptions are occasional personal phone calls or e-mails.

Accessing, viewing or displaying obscene, indecent, defamatory or patently offensive sites on the Internet is also prohibited. Using the CBA's electronic mail and Internet services for commercial purposes other than CBA business is prohibited.

Electronic mail messages should be considered the equivalent of paper files and the content of those messages will be available for review by appropriate personnel as necessary. Accordingly, employees should have no expectation of privacy in any such records. CBA reserves the right to monitor electronic mail messages and to disclose them to the law enforcement officials or other third parties without notice to any of the parties to the messages.

GENERAL COMPLAINTS

All employees have the right to voice any complaints, problems or suggestions and are encouraged to do so to their supervisor or to the director of administration and finance.

Note: In all cases, actual terms of benefit plans supersede descriptions contained in the employee handbook.

EMPLOYEE ACKNOWLEDGMENT FORM

I acknowledge that I have received a copy of the Connecticut Bar Association Employee Handbook and that I will familiarize myself with its contents.

This handbook is effective immediately and replaces and supersedes all previous employee handbooks to which I consent. I understand that this handbook is not a contract but that it is a statement of current policy only, and I acknowledge that it may be changed from time to time at the sole discretion of the Connecticut Bar Association. I also understand and acknowledge that:

(1) NOTHING IN THIS HANDBOOK SHALL BE CONSTRUED AS A CONTRACT OR AGREEMENT TO DISCHARGE FOR JUST OR GOOD CAUSE ONLY; AND

(2) I AM AN AT-WILL EMPLOYEE AND AS SUCH EITHER I OR THE CONNECTICUT BAR ASSOCIATION MAY TERMINATE MY EMPLOYMENT AT WILL AT ANY TIME AND FOR ANY REASON WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE.

Employee's signature

Date

Employee's name *(printed)*

CONNECTICUT BAR ASSOCIATION

30 Bank Street
New Britain, CT 06050
(860)223-4400
fax (860)223-4488
Visit www.ctbar.org