

STIPULATED AGREEMENT
Between the
STATE OF CONNECTICUT
and the
CONNECTICUT STATE EMPLOYEES
ASSOCIATION (P-4)

In resolution of the claims raised in the P-4 Institutional grievances referenced in this Agreement and the pending P-4 SCOPE appeals concerning the classes referenced in this Agreement as used within the Department of Transportation (“DOT”), the State of Connecticut (“State”) and the Connecticut State Employees Association (“Union”) hereby agree as follows.

1. The State will consolidate the parentheticals for all Transportation Engineer classifications into two (2) parentheticals: (Engineer) and/or (Construction Engineer). The following identifies how the State consolidated the existing parentheticals:

ENGINEER: ADMINISTRATIVE (Central Office); BRIDGE DESIGN; DRAINAGE; ELECTRICAL; FOUNDATIONS; HIGHWAY DESIGN; HYDRAULICS; TRAFFIC; UTILITIES; RESEARCH (Office of Research); PAVEMENT MGMT.

CONSTRUCTION ENGINEER: ADMINISTRATIVE (Districts); CONSTRUCTION; RESEARCH (Rocky Hill Materials Lab); SURVEYS.
2. The State will implement a job specification for **Transportation Engineer Trainee** which will be compensated at ES 18 and will not be submitted for review by the Master Evaluation Committee. The classification of Transportation Engineer Trainee will have a hiring rate of Step 5 (The current classification rates of hire for other P-4 Engineer Intern classifications shall remain in force as provided for in the P-4 contract) Current DOT employees in the title of Engineer Intern will be reclassified as Transportation Engineer Trainees.
3. The attached job specification for the position of Transportation Engineer Trainee sets forth the degree or certificate/licensure qualifications for this position.
4. Individuals serving in the classification of Transportation Engineer Trainee will automatically progress to salary grade ES 18, step 7 effective the first pay period following completion of one (1) year of actual service as a Transportation Engineer Trainee.
5. Individuals serving in the classification of Transportation Engineer Trainee will automatically progress to the classification of Transportation Engineer 1 (grade ES 21, step 4) effective the first pay period following completion of two (2) years of actual service as a Transportation Engineer Trainee without having to take and pass an employment examination offered by the Department of Administrative Services.
6. A Transportation Engineer Trainee or an external hire may be eligible for placement as a Transportation Engineer 1, before completion of a two (2) year internship, upon passing an

employment examination for such position offered by the Department of Administrative Services. If the individual passes the examination, the trainee/candidate will be placed at ES 21, Step 4.

7. As reflected on the attached job specification, the classification of **Transportation Engineer 1** will reflect the parenthetical designations of (Engineer) and (Construction Engineer) and will receive a salary grade upgrade effective January 3, 2008 (after the effective date of the Annual Increment) from ES 20 to ES 21. The classification of Transportation Engineer 1 will have a hiring rate of Step 4. The salaries of employees affected by this adjustment will be calculated using the round up method. Any current employee who is below Step 4 shall have their rate of pay increased to Step 4.
8. Individuals in the classification of Transportation Engineer 1 will be promoted by reclassification to the classification of Transportation Engineer 2 effective the day of the first pay period following completion of one (1) year of **actual service** as a Transportation Engineer 1. No individual may be promoted by reclassification to a Transportation Engineer 2 prior to the first day of the pay period in January 2009. This provision modifies and supersedes the Memorandum of Agreement contained with the P-4 contract entitled “Criteria for Promotion to Working Level Engineer in Construction” with respect to the MOA’s application to the “Transportation Engineer series” but does not supersede or otherwise affect the MOA’s application to the Construction Inspector series.
9. As reflected on the attached job specification, the classification of **Transportation Engineer 2** will reflect the parenthetical designations of (Engineer) and (Construction Engineer) and will receive a salary grade upgrade effective January 3, 2008 (after the effective date of the Annual Increment) from ES 22a to ES 23a and will have a hiring rate of Step 4. Any current employee who is below Step 4 shall have their rate of pay increased to Step 4. Consistent with Article 19, Section 5, “employees in a classification assigned to a salary group sub-category designated by the letter “a” shall proceed through that salary group and then shall proceed to the maximum salary of the next salary group.” The attached job specification Transportation Engineer 2 eliminates the word “GEODETIC” from the examples of duties section.
10. Effective the first day of the pay period following July 1, 2008, a Transportation Engineer 2 (*Construction Engineer*) who is or who is thereafter assigned Chief Inspector duties on a construction project that has an original contract value of at least \$10 million will receive a \$100 per pay period stipend for these duties. Effective the first day of the pay period following July 1, 2012, the \$100 per pay period stipend will only be paid to a Transportation Engineer 2 (*Construction Engineer*) who is or is thereafter assigned Chief Inspector duties on a construction project that has an original contract value of at least \$12 million. Notwithstanding the above sentence, employees who were receiving the stipend under the \$10 million standard will continue to receive the stipend until the completion of his/ her project.

11. As reflected on the attached job specification, the classification of **Transportation Engineer 3** will reflect the parenthetical designations of (Engineer) and (Construction Engineer) and will receive a salary grade upgrade effective January 3, 2008 from ES 26 to ES 27a. Consistent with Article 19, Section 5, "employees in a classification assigned to a salary group sub-category designated by the letter "a" shall proceed through that salary group and then shall proceed to the maximum salary of the next salary group." Additionally, the individuals listed on the attached CHART entitled "*Transportation Engineer 3- Lump Sum Payment Chart*" will receive a lump sum payment in the amount specified on the Chart.
12. Current Incumbents of the classifications of Engineer Intern within the Department of Transportation, Transportation Engineer 1 or Transportation Engineer 2 who do not possess the degree or certification/licensure qualification requirements set forth in the attached job specifications may be considered by the DOT for promotion up to and including the level of Transportation Engineer 3. The parties acknowledge, however, that the DOT may give preference to those applicants, both internal and external, to these classifications who possess the requisite degree and/or licensure/certification requirements as detailed on the attached job specifications. In order to be considered a current incumbent, the employee must be actively employed by the DOT in one of the specified classifications as of May 7, 2008.
13. As reflected on the attached job specification, the classification of **Transportation Supervising Engineer** will reflect the parenthetical designations of (Engineer) and (Construction Engineer) and will receive a salary grade upgrade effective January 3, 2008 from ES 29a to ES 30a. Consistent with Article 19, Section 5, "employees in a classification assigned to a salary group sub-category designated by the letter "a" shall proceed through that salary group and then shall proceed to the maximum salary of the next salary group." Additionally, the individuals listed on the attached CHART entitled "*Transportation Supervising Engineer - Lump Sum Payment Chart*" will receive a lump sum payment in the amount specified on the Chart.
14. As reflected on the attached job specification, the classification of **Transportation Principal Engineer** will reflect the parenthetical designations of (Engineer) and (Construction Engineer), will continue to be compensated at ES 32a and will not be submitted for review by the Master Evaluation Committee.
15. Except as otherwise provided herein, all internal and external candidates for the classifications of Transportation Supervising Engineer and higher must possess the requisite Professional Engineer (PE) or Professional Land Surveyor (PLS) State of Connecticut certification/licensure as specified on the attached job specifications. Current incumbents of the classification of Transportation Supervising Engineer and Transportation Principal Engineer who do not possess the requisite PE or PLS license/certification shall remain in position, but shall not be eligible for promotion unless such qualifications are obtained. Said incumbents shall continue to be eligible for lateral transfer opportunities. The DOT may give preference to those applicants both internal and external who possess the requisite degree and/or license/certification requirements. In order to be considered a current incumbent, the individual must be actively employed by the DOT as either a Transportation Supervising Engineer or Transportation Principal Engineer as of May 7, 2008.
16. The State agrees that because the PE/PLS license/certification will be required as specified on the attached job specifications for the classifications of Transportation Supervising Engineer and Transportation Principal Engineer, the State will reimburse on a prospective basis employees actively employed by the DOT in these titles for the annual certification/licensure fee charged by the State of Connecticut for obtaining or renewing the PE or the PLS license/certificate obtained on and after January 3, 2008. The State will reimburse eligible employees consistent with Article 40 of the P-4 Contract.
17. The State will implement a non-competitive job specification for Transportation Engineer Technician Trainee which will be limited to the *Construction Engineer* parenthetical. The classification of Transportation Engineer Technician Trainee will be compensated at ES 14 and will not be submitted for review by the Master Evaluation Committee. The classification of Transportation Engineer Technician Trainee will have the qualifications specified on the attached job specification.
18. Individuals in the classification of Transportation Engineer Technician Trainee will be promoted by reclassification to the competitive classification of Transportation Engineer Technician effective the first day of the pay period following completion of one (1) year of actual service as a Transportation Engineer Technician Trainee. No individual may be promoted by reclassification to a Transportation Engineer Technician prior to the first day of the pay period in January, 2009.
19. The State will revise and retitle the existing job specification of "Engineering Technician – (Civil) and (Electronic)" to **Transportation Engineer Technician**. The classification of Transportation Engineer Technician will receive a salary grade adjustment from ES 14 to ES 16 effective October 12, 2007 and will not be submitted for review by the Master Evaluation Committee.
20. Incumbents in the existing classifications of Transportation Engineer in Training 2 and Transportation Engineer in Training 3 will be promoted by reclassification to the classification of Transportation Engineer Technician. These promotions by reclassification will be effective on January 3, 2008 (after the effective date of the Annual Increment).
21. The State will abolish the job classifications of Transportation Engineer in Training 1, 2 and 3.
22. The classification of **Transportation Bridge Safety Inspector 1** will continue to be compensated at ES

- 18 and will not be submitted for review by the Master Evaluation Committee.
23. The parties understand and agree that individuals in the classification of Transportation Bridge Safety Inspector 1 will automatically progress to the classification of Transportation Bridge Safety Inspector 2 effective the first day of the pay period following completion of one (1) year of actual service as a Transportation Bridge Safety Inspector 1. No individual may be promoted by reclassification under this automatic progression provision to a date prior to January 3, 2008 (after the effective date of the Annual Increment).
 24. The classification of **Transportation Bridge Safety Inspector 2** will continue to be compensated at ES 20 and will not be submitted for review by the Master Evaluation Committee.
 25. The State will implement a job specification for **Transportation Bridge Safety Inspector 3**. The classification of Transportation Bridge Safety Inspector 3 will be compensated at ES 22a and will not be submitted for review by the Master Evaluation Committee. Consistent with Article 19, Section 5, "employees in a classification assigned to a salary group sub-category designated by the letter "a" shall proceed through that salary group and then shall proceed to the maximum salary of the next salary group."
 26. The classification of Transportation Bridge Safety Inspector 3 will be eligible for a stipend under the same terms and conditions outlined in the memorandum contained within the P-4 contract entitled "*MEMORANDUM OF AGREEMENT – STIPENDS*"
 27. Current incumbents of the classifications of Transportation Materials Technician 2 and Transportation Materials Technician 3 assigned to the DOT's Rocky Hill Laboratory who previously held the title of Transportation Engineer 1 or 2 in state service will be reclassified to the title of Transportation Engineer 2 effective the first day of the pay period following the signing of this Agreement, provided that the employee being reclassified satisfies the requisite degree or licensure/certification requirements of the classification of Engineer Trainee set forth on the attached job specification.
 28. Current incumbents of the classifications of Transportation Materials Technician 2 and Transportation Materials Technician 3 assigned to the DOT's Rocky Hill Laboratory who have **NOT** previously held the title of Transportation Engineer 1 or 2 (Construction Engineering) in state service, but who meet the requisite degree or licensure/certification requirements of the classification of Engineer Trainee will be eligible for appointment to vacancies in the title of Transportation Engineer 2 (Construction Engineering) upon passing an employment examination administered by the Department of Administrative Services for the classification of Transportation Engineer 2 (Construction Engineering).
 29. The employees referenced in paragraph 27 who are reclassified to the title of Transportation Engineer 2 are subject to transfer outside of the Rocky Hill Laboratory to perform work commensurate with the Transportation Engineer 2 job specification without right of appeal.
 30. Within six (6) months of the legislative approval of this Agreement, the DAS will conduct an audit of the duties performed at the Rocky Hill Laboratory to determine whether the work performed at the Rocky Hill Laboratory is Technician work or Engineering work.
 31. The State will slot employees currently holding the title of **Transportation Materials Testing Engineer** into the classification of Transportation Engineer 3 (Construction Engineer) effective January 3, 2008 (after the effective date of the Annual Increment) and the salaries of these employees will be calculated using the round up method. The State will abolish the classification of Transportation Materials Testing Engineer.
 32. The State will slot employees currently holding the title of **Transportation Supervising Materials Testing Engineer** into the classification of Transportation Supervising Engineer (*Construction Engineer*) effective January 3, 2008 (after the effective date of the Annual Increment) and the salaries of these employees will be calculated using the round up method. The State will abolish the classification of Transportation Supervising Materials Testing Engineer.
 33. The State will promote by reclassification the current incumbent of the classification of **Transportation Survey Party Chief** (ES20) to a Transportation Engineer 2 (Construction Engineering) effective January 3, 2008. The State will abolish the classification of Transportation Survey Party Chief.
 34. The State will promote by reclassification the current incumbent of the classification of **Transportation Photogrammetrist 3** to a Transportation Engineer 2 (Construction Engineering) effective January 3, 2008. The State will abolish the classification of Transportation Photogrammetrist 3.
 35. The classification of **Transportation Photolog Supervisor** will receive salary grade adjustment effective January 3, 2008 from ES 26a to ES 27a using the round up method. Consistent with Article 19, Section 5, "employees in a classification assigned to a salary group sub-category designated by the letter "a" shall proceed through that salary group and then shall proceed to the maximum salary of the next salary group." The State will Red Circle the classification of Transportation Photolog Supervisor with respect to use and pay grade.
 36. The DOT shall offer full-time DOT employees within P-4 classifications, excluding those within the Bureau of Policy and Planning, a one time opportunity to volunteer for an increased workweek of 40 hours as detailed below. Once the employee makes the election, that election cannot be changed. Employees may not elect to remain at 37.5 hours. All positions that are vacant on or after the date of

implementation shall be included in the increased workweek consistent with the schedule below. For those employees who elect an increased workweek, the DOT will implement the following schedule:

<u>Date</u>	<u>Workweek Increase</u>
7/4/2008	2.5 hr. weekly (37.5 hours)
7/2009*	2.5 hr. weekly (40 hours)

* In 2009, the increases in the length of the work week shall be effective at the start of the pay period that includes July 1.

Paid Leave: The monthly accrual of vacation and sick leave shall be earned on the basis of the increased length of the work day on a prospective basis, starting with the first full calendar month after each increase. Personal Leave balances shall be adjusted to reflect an amount equal to 3 days of personal leave consistent with the DAS General Letter No. 30 Revised entitled "Impact on an Employee's Personal Leave Time Following a Change in Employment Type."

Applicability to Other Contract Provisions: The parties intend that all contract provisions will be interpreted and applied to affected employees consistent with the increased workweek and increased workday. In order to avoid repetitive changes in various contract sections for each change in the workweek, the parties agree that all references to the seven hour work day and thirty-five hour workweek shall be applied consistent with the increased workweek then in effect for affected employees. The alternative work schedules of employees who make an election to increase will be adjusted, as appropriate and needed, to reflect the increased workweek, provided that nonexempt employees do not work more than 40 hours in a workweek as a result of an alternative work schedule.

Part-Time Employees: The above increases in the length of the workweek shall not apply to part-time employees although the State retains the right to increase the schedules of part-time employees. DOT employees may request and may be granted a part-time schedule of not less than 17 and 1/2 hours per week. As full time positions are posted, existing part time employees shall have the right of first refusal for said positions, based on seniority.

Bureau of Policy and Planning: A forty (40) hour workweek may be established for full-time employees in P-4 classifications within the Bureau of Policy and Planning if the Union and the State agree in writing to do so. After July 1, 2009, either party may initiate these negotiations by notice to the other party of its interest in such negotiations. Issues unresolved by negotiations shall not be subject to arbitration and forty (40) hour workweeks shall not be established unilaterally. A forty (40) hour schedule shall not be established with individual employees on a voluntary or compulsory basis without the agreement of the Union, as outlined above.

The Office of Labor Relations shall be the State's representative in all such negotiations. If an agreement is reached between the parties to implement a forty (40) hour workweek, such agreement may be implemented without any additional legislative approval required. Any such agreement requires the signature of the

Director of Labor Relations and the Executive Director of the Union.

37. Nothing in this Agreement shall be construed as a limitation of the State's rights with respect to position classifications as set forth in C.G.S. Section 5-206 et seq.
38. This Agreement is not a limitation on the State's ability to use existing class evaluations in future studies of classifications referenced herein.
39. The job specifications referenced herein will not be submitted for review by the Master Evaluation Committee.
40. Classifications referenced in this Agreement are exempt from the objective job evaluation process. These classes remain subject to collective bargaining; however the Department of Administrative Services (DAS) shall review these classes on a five (5) year basis (each five years from the date of this Agreement). The Union will be provided with the DAS review results at which time the Union may demand its negotiating rights.
41. The SCOPE appeals for the classifications discussed herein (OLR No. 15-3462; Union Code 13,516; OLR No. 15-3469; Union Code 13,509; OLR No. 15-3470; Union Code 13,508; OLR No. 15-3460; 13,517; OLR No. 15-3459; 13,518) as well as all related grievances and/or reevaluation request shall be considered resolved and withdrawn by this Agreement. Additionally, this Agreement resolves all outstanding issues and claims regarding the retroactivity of salary grade adjustments for all positions discussed herein.
42. Disputes regarding the terms of this Agreement shall be handled under the general or unit-specific grievance processes described in Section Six of the SCOPE Agreement.

For the State **Date**

For the DOT **Date**

For the CSEA (P-4) Union **Date**