



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Office of Labor Relations

CERT. MAIL

October 23, 2008

Mr. Robert Rinker
CSEA
760 Capitol Avenue
Hartford, CT 06106

RE: Stipulated Agreements between the State of Connecticut and CSEA (P-4) relating to certain Engineering job classifications within the DOT and to an increased workweek

Dear Mr. Rinker:

The State of Connecticut and the Connecticut State Employees Association (P-4) are in the processing of executing the attached two (2) Stipulated Agreements. One of the Agreements, consisting of 43 numbered paragraphs will not be submitted to the Legislature. The second Agreement, consisting of 2 numbered paragraphs, will be submitted to the State Legislature for approval. This letter is intended to memorialize the parties understanding and agreement with respect to the construction and implementation of certain numbered paragraphs of these Two Agreements as specified below:

Regarding the Stipulated Agreement that will not be submitted to the Legislature:

With respect to **PARAGRAPH #6** – the parties agree and understand that individuals passing the TE 1 employment exam will be placed at ES 21, Step 4 the first full pay period after passing the exam.

With respect to **PARAGRAPH #7** – the parties agree and understand that any current employee in the classification of TE1 who is below Step 4 shall have his or her rate of pay increased to Step 4 effective January 4, 2008 or the date he/she was appointed to the classification if after January 4, 2008, but before the signing of this Agreement.

With respect to **PARAGRAPH #9** – the parties agree and understand that any current employee in the classification of TE2 who is below Step 4 shall have his or her rate of pay increased to Step 4 effective January 4, 2008 or the date he/she was appointed to the classification if after January 4, 2008, but before the signing of this Agreement.

With respect to **PARAGRAPHS # 11, #13 and #19**: the parties agree and understand that the upgrades referenced in these paragraphs will be effectuated using the round-up method.

With respect to **PARAGRAPH #17**: the parties understand and agree that the non-competitive job specification for Transportation Engineer Technician Trainee will feed the Construction Engineer series function.

PARAGRAPH #36 provides in relevant part that:

Exempt and non-exempt employees who opt for the increased workweek consistent with the foregoing process will earn pay at straight time for the weekly hours worked up to and including 40 hours, but will continue to earn vacation, sick and personal leave accruals on the basis of a 35 hour workweek. For hours worked that exceed 40 on a weekly basis, the DOT will compensate employees consistent with the terms of the P-4 Collective Bargaining Agreement, namely exempt employees will earn compensatory time, as applicable, and non-exempt employees will be paid at time and one-half their regular hourly rate of pay consistent with Article 17.

The parties understand and agree that this paragraph shall not in any way diminish the provisions of Article 17 of the P-4 collective bargaining agreement. Specifically, exempt employees may be paid for their overtime if the cap has been lifted through the provisions of Article 17.

PARAGRAPH #36 provides in relevant part that:

In executing this Agreement, the State, acting through the Office of Policy and Management (OPM), grants to the DOT express and continuous authority to lift the overtime cap as contemplated by Article 17 until such time as the state legislature approves the Parties' separate agreement for an increased workweek. The DOT's authority with respect to the lifting of the overtime cap is limited to the pool of employees who voluntarily elect to work the increased hours and must be exercised consistent with the dates of workweek increases specified above.

The parties understand and agree that the above paragraph shall not in any way diminish the provisions of Article 17. Specifically, any additional effort by the DOT to lift the overtime cap for exempt employees shall be subject to the provisions of Article 17 of the P-4 collective bargaining agreement.

PARAGRAPH #36 provides in relevant part that:

If the state legislature rejects the Parties' separate agreement for an increased workweek, this Agreement shall be deemed to constitute express and continuous authority from the OPM to the DOT to lift the overtime cap as contemplated by Article 17 of the P-4 Contract unless and until the OPM notifies the DOT in writing that such authority is no longer granted. Employees affected by such a withdrawal of OPM authority will be afforded fifteen (15) calendar days advance notice of any decrease in work hours. The OPM has exclusive discretion to exercise such authority and any issues that may arise relating to any such withdrawal of OPM authority will not be grievable or arbitrable in any forum. The DOT's authority with respect to the lifting of the overtime cap is limited to the pool of employees who voluntarily elect to work the increased hours and must be exercised consistent with the dates of workweek increases specified above.

The parties understand and agree that the above paragraph shall not in any way diminish the provisions of Article 17. Specifically, any additional effort by the DOT to lift the overtime cap for exempt employees shall be subject to the provisions of Article 17 of the P-4 collective bargaining agreement.

With respect to **PARAGRAPH # 37**: the parties understand and agree that the Stipulated Agreement does not limit the State's right to modify state job specifications, including those referenced herein, nor shall it be a limitation on the State's statutory authority with respect to position classification.

Regarding the Stipulated Agreement that will be submitted to the Legislature:

PARAGRAPH #1 provides in relevant part that:

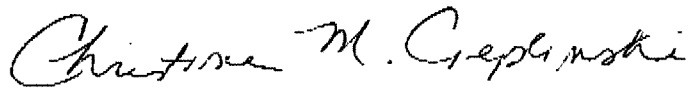
***Paid Leave:** The monthly accrual of vacation and sick leave shall be earned on the basis of the increased length of the work day on a prospective basis, starting with the first full calendar month after implementation of each permanent increase. Personal Leave balances shall be adjusted to reflect 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.*

In executing this Agreement, both the Union and any and all affected employees waive

any and all rights to bring a claim, similar to that claimed by employees in Nagy v. Employees Review Board, that existing accrual balances must be increased once the workweek is increased.

If you are in agreement with the information contained herein, please sign the letter on the signature line set forth below, retain a copy for your records and return the original to me.

Very truly yours,



Christine M. Cieplinski
Principal Labor Relations Specialist
Office of Labor Relations

CSEA (P-4) ACKNOWLEDGEMENT



~~Robert Rinker~~

DAVID J. GUIDEN

CC: FILE
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