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**MEMORANDUM OF AGREEMENT FOR TERMS OF  
A SUCCESSOR COLLECTIVE BARGAINING BETWEEN THE  
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AND  
COALITION OF MASSDOT UNIONS FOR THE TERM**

**July 1, 2014 to June 30, 2017**

**UNIT C**

This Memorandum of Agreement ("MOA") is entered this \_\_\_\_\_ day of July 2014 by and between the Massachusetts Department of Transportation ("MassDOT or "Employer") and the Coalition of MassDOT Unions for Bargaining Unit C ("Union" or the "CMU"), which is composed of the National Association of Government Employees, Local R1-219 ("NAGE"), the International Brotherhood of Electrical Workers Local 103 ("IBEW 103"), Teamsters Local 127 ("Local 127"), Teamsters Local 25 ("Local 25").

1. Conforming Modifications

The parties agree to amend the provisions of the current collective bargaining agreement to conform all nomenclature to reflect the substitution of the Massachusetts Department of Transportation for the Commonwealth of Massachusetts Secretary of Administration and Finance as the Employer for all purposes under G.L. c. 150E and to otherwise conform current provisions to the legal, organizational and/or administrative structure of MassDOT. The parties shall continue to negotiate in good faith over other language changes set forth in the proposals exchanged by the parties during negotiations for this Agreement that relate to arguably obsolete or outdated contract provisions, or other similar provisions. In addition, the parties acknowledge that due to the timing of these negotiations and the complexity of certain proposals under discussion, they were unable to fully resolve all issues and have agreed to continued discussions as outlined below.

2. Memoranda of Understanding and Side Letters of Agreements

Upon the Employer's request, the Union and Employer shall meet to review and determine whether any Supplemental Agreement, Memoranda of Understanding, Side Letter or other agreements negotiated by the Commonwealth of Massachusetts and the Union or any constituent, in effect prior to November 1, 2009 applicable to statewide bargaining unit 6 should be terminated or otherwise modified. No changes or modification of any kind shall be effective unless agreed in writing by the parties.

3. Bargaining History

The parties acknowledge that during the negotiations leading to the execution of this MOA they have met informally in "off the record" discussions in an attempt to conclude negotiations by or before June 30, 2014. Statements made by any participant during these meetings shall not be introduced in any proceeding between the parties for any purpose. The parties acknowledge that during these discussions that proposals and

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counterproposals were advanced, modified or withdrawn without prejudice and shall not be introduced in any proceeding to establish a bargaining history adverse to the other party.

4. Article 17 – Classification and Reclassification

The parties agree to continue to negotiate the proposal advanced by the Employer during main table successor collective bargaining negotiations.

5. Article 24A – Performance Evaluation

The parties agree to continue to negotiate the proposal advanced by the Employer during main table successor collective bargaining negotiations.

6. The parties agree to the following modifications to the Collective Bargaining Agreement between the Massachusetts Department of Transportation and the Coalition of MassDOT Unions for Unit D for July 1, 2011 through June 30, 2014. Except as modified herein, the terms of the current agreement, including all supplemental and side agreements including the Master Labor Integration Agreement dated December 28, 2010 shall remain in effect.

## ARTICLE 1 – RECOGNITION

### Section 1.1

The ~~Employer Commonwealth~~ recognizes the Union as the exclusive collective bargaining representative of employees of ~~MassDOT the Commonwealth~~ in job titles in Unit C3, as set forth on the attached Addendum A. ~~certified by the Labor Relations Commission in its Certification of Representation dated December 19, 1996 (Case No. SCR 2225) with subsequent amendments.~~ **The parties acknowledge that any job title that was in existence on the effective date of this Agreement not appearing on addendum A has been intentionally excluded.**

In order to establish and maintain clear and concise employee/labor relations policy, the parties agree that the ~~Human Resources Division~~ **Office of Labor Relations and Employment Law**, on behalf of the ~~Secretary of Administration and Finance of~~ **Transportation**, is solely responsible for the development and implementation of all labor employee relations policies. Only the ~~Human Resources Division~~ **Office of Labor Relations and Employment Law** has the authority to make commitments or agreements with respect to wages, hours, standards of productivity, performance and any other terms and conditions of employment, with ~~the Union NAGE~~ as the exclusive union representative for Bargaining Unit C3.

**D. The Employer may hire temporary employees from November 1 to April 15 each year to supplement staffing levels during snow and ice operations. Temporary employees shall not be used as substitutes for bargaining unit employees, except in**

instances where all bargaining unit employees who are willing to work the snow and ice operation have first been offered the opportunity. Temporary employees will not be covered by any term or condition of the collective bargaining agreement but may be required to pay an administrative fee to the Union.

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### ARTICLE 3 -UNION SECURITY

Insert as Section 3.4 and renumber remaining Sections.

#### Section 3.4

An employee may consent in writing to the authorization of the deduction of a union initiation fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and include the total amount of the initiation fee and amount authorized to be deducted each pay period, and shall bear the signature of the employee.

The Employer shall deduct the initiation fee from the pay of the employees who request such deduction and shall transmit deductions to the Treasurer of the Union together with a list of employees whose initiation fees are transmitted, provided that the Union is in conformity with the requirements of Section 3.4 of this Article.

Insert after last sentence in re-numbered paragraph 5:

For purposes of this Article, the term union dues includes arrearages that accrue after the date employee signs a dues authorization card.

### ARTICLE 5 – UNION BUSINESS

#### Section 5.2 Grievance Processing

Union stewards or Union officials shall be permitted to have **reasonable** time off without loss of pay for the investigation and processing of grievances and arbitrations. Requests for such time off shall be made in advance and shall not be unreasonably denied. The Union will furnish the Employer with a list of Union stewards and their jurisdictions, and **provide prompt notice of any changes**. The Union shall delineate the jurisdiction of Union stewards so that no steward need travel between work locations or sub-divisions thereof while investigating grievances.

Grievants shall be permitted to have a **reasonable** time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave.

#### Section 5.3 Paid Leave of Absence For Union Business

Leave of absence without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend NAGE conventions and conventions of the State,

AFL-CIO and parent organizations. Persons designated as alternate delegates shall not be granted paid leaves of absence to attend such conventions. Such paid leave shall not exceed a total of ~~one hundred-seventy-five~~ (175) days per year.

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Effective July 1, 2014, time off without loss of wages, benefits, or other privileges shall be granted for not more than thirty-five (35) hours per week to a combined total of not more than ~~six~~ (64) Union Official equivalents from bargaining units A, C and D ~~1, 3 and 6~~ to assist the Union President in conducting union business.

All leave granted under this section shall require prior approval of the ~~Human Resources Division Director of the office of Labor Relations and Employment Law or his/her designee~~. Requests for release time for the purpose of attending Union conventions must be made at least seven (7) calendar days in advance of such convention.

**Section 5.4 Unpaid Union Leave of Absence**

Witnesses called by the Union to testify at a step III hearing or in an arbitration proceeding (Step IIIV) shall be granted time off without loss of benefits or other privileges (not including wages).

All leaves granted under this Section shall require prior approval of the ~~Human Resources Division Director of the office of Labor Relations and Employment Law or his/her designee~~. Requests for unpaid leaves of absence for the purpose of attending Union conventions must be made at least seven (7) days in advance of such conventions.

**Section 5.5 Union Use of Premises**

The Union shall be permitted to use facilities of the Employer for the transaction of Union business during working hours and to have reasonable use of the Employee's facilities during off duty hours for Union meetings subject to appropriate compensation if required by law. This section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours, not granted elsewhere in the contract

The Union shall be permitted ~~one-half~~ (1/2) hour per year to address its members regarding various union issues.

**Section 5.7 Employer Provision of Information**

The Employer shall be required to provide the Union with the following information:

- A. The Union and/or the employee shall furnish to the ~~Employer Department/Agency~~, a signed copy of the Union dues/agency fees deduction card that contains a waiver authorizing the use of his/her Social Security Number for the purposes of conducting business between the Union and the Commonwealth or Employer. The Union and ~~the Commonwealth~~ Employer agree that employee Social Security Numbers will not be released to any third party outside of the business relationship existing between the Union and ~~the Commonwealth or Employer~~, unless directed in writing, by the employee.

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The Union NAGE further agrees that should it improperly disclose, release or distribute the social security numbers of employees in bargaining units ~~1, 3 and 6~~ C, it will indemnify the Commonwealth and Employer for any and all damages resulting from such improper disclosure by the NAGE Union.

B. The Employer shall continue to provide the Union with the same or similar information concerning members of the bargaining unit as it currently provides. In the event the Commonwealth discontinues providing the Union any of the information it currently provides concerning members of the bargaining unit, the Employer will meet with the Union to discuss the availability of alternative methods of providing the same or similar information. Concurrent with the issuance of bi-weekly wages to workers in the bargaining units represented by NAGE, the Employer will electronically forward a data file (MVEN005) to the Union for all employees for whom dues or agency fees have been deducted.

~~C. Upon the issuance of bi-weekly wages to workers in the bargaining units represented by NAGE Employer will electronically forward a data file (MVEN002) to the Union for all employees whose job title is represented by the Alliance and for whom the Employer is providing contributions to the Health and Welfare Fund. This file shall contain:~~

- ~~• Agency/Departmental Code~~
- ~~• Social Security Number~~
- ~~• Employee ID~~
- ~~• Last Name~~
- ~~• First Name~~
- ~~• Middle Initial~~
- ~~• Home Address~~
- ~~• Date of Birth~~
- ~~• Marital Status~~
- ~~• Full/Part-time Code~~
- ~~• Gender~~
- ~~• State Service Date~~
- ~~• Date Employee Started in Bargaining Unit~~
- ~~• Bargaining Unit~~
- ~~• Pay Title Code~~
- ~~• Authorized Hours~~
- ~~• Information Date~~
- ~~• Action Date~~
- ~~• Employee Status~~
- ~~• Status Description~~
- ~~• Confidential Code~~
- ~~• Termination Date~~
- ~~• Action Code~~

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- ~~Action Reason Code~~
- ~~Account Number~~
- ~~Location Code~~
- ~~Division Number/Mail Drop~~
- ~~Calculated FTE~~
- ~~Grade~~
- ~~Step~~
- ~~Biweekly Salary Comp rate~~
- ~~Civil Service Seniority Date~~
- ~~Owned Job Code~~
- ~~Dept Entry date~~
- ~~Effective date~~
- ~~Step Entry date~~
- ~~MA Dept Service Date~~
- ~~Hire date~~
- ~~Rehire Date~~
- ~~MA State Service Date~~
- ~~Employee Job Record #~~

- D. ~~Upon the request of the Union, the Employer may electronically forward employee data file(s)/extracts, using tools (such as MS Access and the Commonwealth's Information Warehouse) that are commonly used by the Employer. These files may contain data which describes the employee, their job or personnel actions performed. The request for this data will not be unreasonably denied.~~
- E. ~~The Employer shall provide to the Union an updated listing of codes on a semi-annual basis.~~
- F. ~~The Union and the Employer shall establish a Labor Management Committee consisting of an equal number of Union and Employer representatives to discuss issues related to the implementation of changes in deductions relating to employee dues/agency fees. This Committee shall meet prior to the submission of any request by the Union for a change in deductions for dues/agency fees.~~

## ARTICLE 6 – ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

### Section 6.1

The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, gender, sex, sexual orientation, age, **ethnicity**, mental or physical disability, union activity, **gender identity**, **gender expression**, **military** or veteran status.

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**Section 6.2**

The Union and the Employer agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color, age, sex, national origin, or mental or physical **disability handicap**, or being a Vietnam Era Veteran, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation and in-service or apprenticeship training programs. Therefore the parties acknowledge the need for positive and aggressive affirmative action.

**ARTICLE 7 – WORKWEEK AND WORK SCHEDULES**

**Section 7.2 Overtime**

~~A. With the exception of paid sick leave, all time for which an employee is on full pay status shall be considered time worked for the purpose of calculating overtime compensation. However, paid sick leave used by an employee during the same work week in which he/she is required to work overtime because of an emergency shall be considered time worked for the purpose of calculating overtime compensation for that work week, provided that nothing herein shall interfere with the Employer's right to request satisfactory medical evidence under the terms of Article 8, Section 1.~~

**However, an employee who uses sick leave during the same work week in which he/she works mandatory overtime shall have the opportunity to replace up to three (3) shifts per fiscal year of sick leave with his/her available personal leave, vacation leave, accrued compensatory time or holiday compensatory time.**

K. Upon the request of an employee, the Employer may grant at its discretion compensatory time in lieu of payment for overtime at a rate not less than one and one-half hours for each hour of employment for which overtime compensation would be required under this Article. Such compensatory time shall not be accumulated in excess of one hundred and twenty hours and may be used in one half-hour increments. The Employer shall permit the use of compensatory time at the employee's request, provided the use of compensatory time does not unduly disrupt the operation of a department or agency. Upon termination an employee shall be paid for all unused compensatory time at the final regular rate of pay.

**Section 7.4 Rest Periods**

~~Employees shall may be allowed granted two (2) a rest periods of up to fifteen (15) minutes per work day. However, employees shall continue to enjoy the same rest period benefits, which existed for them as of the effective date of this agreement.~~

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### **Section 7.5 Timekeeping**

The Employer may require all employees to record daily arrival and departure times and the start and end time of all breaks and meal periods in a form and manner it determines, which to the extent practicable shall be uniform for similarly situated employees.

### **Section 7.65 Call Back Pay**

A. An employee who has left his/her work place of employment after having completed work on his/her regular shift, and who is called back to his/her work place prior to the commencement of his/her scheduled shift shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. This Section shall not apply to an employee who is called in to start his/her shift early and who continues to work that shift. **An employee who is called back must remain available for, and respond to any subsequent call during the four hour period. If the employee is called back during the same four hour period, s/he shall not receive additional compensation above the four (4) hours of pay, unless the subsequent call extends beyond the initial four hours, in which case s/he shall be paid for the additional time worked on an hour for hour basis at the overtime rate. An employee who refuses or fails to respond to a second or subsequent call during the four hour period, shall not be paid the four (4) hour minimum, unless it is unreasonable under the circumstances to require s/he to respond. The Union may submit a grievance alleging that a second or subsequent call was unreasonable to expedited arbitration.**

B. An employee who is called back to work as outlined above but is not called back to a work place shall receive a minimum of two (2) hours pay at his/her regular overtime rate. **Where an employee fulfills his/her call back assignment through the use of an electronic communication device such as a telephone or "networked" computer, the employee shall receive a minimum of one hour (1) for assignments received before 11:00 p.m. and two (2) hours for assignments received on or after 11:00 p.m.**

### **Section 7.87 Continuous Operations**

Where a continuous twenty-four (24) hour operation is in existence no employee shall leave his/her workstation until properly relieved. "Properly relieved" shall mean no employee leaves his/her workstation until relieved by another employee of the same classification. When there is no employee in that classification available an employee in a higher classification may be assigned these duties.

### **Section 7.98 Stand-by Duty**

C. Stand-by duty shall mean that a department head has ordered any employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to stand-by duty is not **immediately** available to report to duty when contacted, no stand-by pay shall be paid to the employee for the period. **An employee who fails to report for duty within one (1) hour of being called shall not be considered immediately available. The Employer shall make reasonable allowances**

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for travel distance and conditions. For purposes of this section distance shall be measured from the employee's home.

ARTICLE 8 – LEAVE

Effective on or about November 1, 2015, MassDOT will transition from monthly accruals for sick and vacation benefits to biweekly accruals. <sup>1</sup>

Section 8.1 Sick Leave

A. A full-time employee shall accumulate sick leave with pay credits at the following rate for each bi-weekly pay period ~~full calendar month~~ of employment:

<u>Scheduled Hours Per Week</u>	<u>Sick Leave Accrued</u>
<del>40.0</del> 80.0 hours bi-weekly per-week	<del>10.000</del> 4.61544 hours

An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits. There shall be no limit to the number of unused sick leave credits which an employee may accumulate.

- B. A regular part-time employee shall ~~be granted~~ accumulate sick leave credits in the same proportion that his/her part-time service bears to full-time service.
- C. Sick leave shall be granted, at the discretion of the ~~Employer Appointing Authority~~, to an employee only under the following conditions:
  - 1. When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury;
  - 2. ~~An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of:~~
    - a. ~~caring for the spouse, child, foster child, step child, parent, step parent, brother, sister, grandparent, grandchild, parent or child of spouse, person for whom the employee is legal guardian, or a relative living in the household who is seriously ill; or~~
    - b. ~~parental leave due to the birth or adoption of a child, to be concluded within twelve (12) months of the date of the birth or adoption. Eligible employees utilizing sick leave under this Section shall not be required to submit a medical certification, unless the Appointing Authority has reason~~

<sup>1</sup> All provisions of the collective bargaining agreement for the term July 1, 2011 to June 30, 2014 that relate to the monthly accrual of paid sick leave shall remain in effect until bi-weekly leave accrual is implemented as provided in this Agreement.

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~~to believe that the birth or adoption claim was not genuine. This leave benefit shall be in addition to the ten (10) days of paid leave set forth in Section 8.7.1 below.~~

- ~~3. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, except that in no event may an employee charge more than a total of sixty (60) days of accrued sick leave in a calendar year for adoption related purposes.~~
2. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.
3. When appointments with licensed medical or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition.
4. When an employee is absent due to the excessive use of alcohol or narcotics, becomes and continues to be an active participant in an approved counseling service program.
5. An employee shall be entitled to use up to ten (10) days of accrued sick leave per calendar year for necessary preparations and/or legal proceedings related to foster care of DSS children, such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. ~~HRD~~ **The Employer** may approve a waiver of the ten (10) day limit if needed for difficult placements. In addition, an employee may use the one (1) day per month of paid leave available to employees for volunteer work under the Commonwealth's School Volunteer or Mentoring programs for the above cited foster care activities.
6. An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of:
  - a. **caring for the spouse, child, foster child, step-child, parent, step-parent, brother, sister, grandparent, grandchild, parent or child of spouse, person for whom the employee is legal guardian, or a relative living in the household who is seriously ill; or;**
  - b. **parental leave due to the birth or adoption of a child, to be concluded within twelve (12) months of the date of the birth or adoption. Eligible employees utilizing sick leave under this Section shall not be required to submit a medical certification, unless the Employer has reason to believe that the birth or adoption claim was not genuine. This leave benefit shall be in addition to the ten (10) days of paid leave set forth in Section 8.7.1 below.**

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7. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, except that in no event may an employee charge more than a total of sixty (60) days of accrued sick leave in a calendar year for adoption related purposes.

D. A full-time employee shall not accrue full sick leave credit for any biweekly pay period ~~month~~ in which he/she was on leave without pay. ~~or absent without pay for a total of more than one day.~~ Instead the employee shall accrue sick leave credits based on the hours paid within the bi-weekly pay period.

E. Upon return to work following a sick leave in excess of five (5) consecutive work days, or when the ~~Employer Appointing Authority~~ has reason to suspect that an employee is unfit for duty, an employee may be required to undergo a medical examination by an Employer appointed physician to determine his/her fitness for work. If the examination by the Physician reveals that the employee is fit for duty, the employee will immediately return to duty without loss of wages or leave. If the examination by the Physician reveals that the employee is unfit for duty, the employee's own leave time will run from the time the employee left the work location. The employee, if found unfit for duty and if he/she desires, may then receive an examination by a physician of his/her own choice and at his/her expense. **If the employee's physician finds that the employee is fit to return to work, the employee shall not be returned to work unless and until a third physician appointed by a panel agreed by the Union and Employer examines the employee and determines that the employee is fit for duty.** The Employer will bear the costs of the employee's initial examinations and the examination by the physician appointed from the panel under this paragraph E.

F. Sick leave must be charged against unused sick leave credits in units of **fifteen minutes** ~~one-half hour or full hours~~, but in no event may the sick leave credits used be less than the actual time off.

G. An employee having no sick leave credits, who is absent due to illness or injury may, ~~at the employee's discretion,~~ **upon the Employer's approval which will not be unreasonably withheld,** be placed on available vacation leave under Article 9. Additionally, the ~~Employer Appointing Authority~~ may grant such employee a leave of absence without pay or an extension of a leave of absence without pay ~~only~~ upon the written request of the employee.

Such written request shall include a detailed statement of the reason for the absence or requested leave and shall be accompanied by substantiating proof of such an illness or injury. No leave of absence granted pursuant to this paragraph shall be for a period longer than three (3) months.

H. An employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her

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prior employment. An employee who is reinstated or reemployed after a period of three years or more shall receive prior sick leave credits, if approved by the ~~Chief Human Resources Officer~~ **Director of Human Resources**, where such absence was caused by:

1. Illness of said employee;
2. Dismissal through no fault or delinquency attributable solely to said employee; or
3. Injury while in the employment of ~~the Commonwealth~~ **MassDOT** in the line of duty, and for which said employee would be entitled to receive Workers' Compensation benefits.

I. A regular part-time employee shall not accrue sick leave credit for any **biweekly pay period** ~~month~~ in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one day of service of a full-time employee.

J. Employees requesting sick leave under this Article must notify the **Employer's** designated representative ~~of the Appointing Authority~~ at least one (1) hour before the start of his/her work shift on each day of absence. In single-shift agencies, employees requesting sick leave under this Article must notify the designated representative not later than fifteen (15) minutes ~~after~~ **before** the start of the work day on each day of absence. ~~Repeated violations of Failure to provide proper these notification procedures~~ may result in the denial of sick leave. Such notice must include the general nature of the **condition** ~~disability~~ and the estimated period of time for which the employee will be absent. Where circumstances warrant, the ~~Employer Appointing Authority~~ or designee shall reasonably excuse the employee from such daily notification.

K.1 Where the ~~Employer Appointing Authority~~ has reason to believe that sick leave is being abused, **or when an employee uses three (3) or more sick days on non-consecutive calendar days during any 60 day period, or uses seven and one half (7.5) days within three (3) months**, the ~~Employer Appointing Authority~~ may require satisfactory medical evidence from the employee **for such absence and for future sick leave usage for a period of up to three (3) months from the date of the most recent absence**. This request shall be reduced to writing and shall cite specific reasons for the request. When medical evidence is requested, such request shall be made as promptly as possible. To the extent practicable, the employee shall receive prior notice that the ~~Employer Appointing Authority~~ believes he/she is abusing sick leave and that he/she may be required to produce medical evidence for future use of sick leave.

L. ~~In extraordinary circumstances, W~~where the ~~Employer Appointing Authority~~, or the designated person in charge ~~if the Appointing Authority is unavailable~~, has sufficient reason to believe that an employee has a mental or physical incapacity rendering him/her unfit to perform his/her job or which jeopardizes workplace safety or stability, the ~~Appointing Authority~~ **Employer** or the designated person in

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charge may authorize the removal of such employee from the workplace. It is understood that the employee might not recognize or acknowledge such unfitness. Notification shall be made to the ~~Union NAGE Attorney of the Day~~ as soon as possible, by the ~~Appointing Authority~~ **Employer** or his/her designee when an employee is removed from the workplace in accordance with this paragraph.

**Prior to returning to work**, ~~the~~ employee shall be required to undergo a medical examination to determine his/her fitness for work. The employee, if he/she so desires, may be **examined** ~~represented~~ by a physician of his or her own choice, in which case such **examination verification** and cost shall be the responsibility of the employee. However, the ~~Appointing Authority~~ **Employer** shall reserve the right to obtain a second opinion from a ~~MassDOT Commonwealth~~ designated physician to determine fitness for work. Such cost shall be borne by the ~~Appointing Authority~~ **Employer**. **If the employee's physician determines that the employee is fit to work and the Employer designated physician disagrees, the employee will not be returned to work until a physician appointed from a panel agreed by the Employer and MassDOT as provided in Article 8 E above, examines the employee and determines that he/she is fit to work. The cost of the panel physician shall be borne by the Employer.**

~~P. An employee who while in the performance of his/her duty receives bodily injuries resulting from acts of violence of patients or prisoners in his/her custody, and who as a result of such injury would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days duration.~~

**Section 8.2 Paid Personal Leave**

A. ~~On each January 1, Full-time employees hired after June 1, 2012 on the payroll as of that date will be credited annually during the first pay period in January with paid personal leave credits at the following rate:~~

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
40.0 hours per week	24.000 hours

B. ~~Effective January 1, 2013, on each January 1, Full-time employees hired after as of June 1, 2012 will be credited annually during the first full pay period in January with paid personal leave credits at the following rate:~~

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
40.0 hours per week	40.000 hours

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Such personal leave may be taken during the following twelve (12) months at a time or times requested by the employee and approved by his/her ~~Appointing Authority~~ **Employer**. Full-time employees hired or promoted into the bargaining unit after January 1 of each year will be credited with personal leave days in accordance with the following schedule:

<b>Date of Hire or Promotion</b>	<b>Scheduled Hours Per Week</b>	<b>Personal Leave Credited</b>
January 1 – March 31	40.0	24.000 hours
April 1 – June 30	40.0	16.000 hours
July 1 – September 30	40.0	8.000 hours
October 1 – December 31	40.0	0 hours

Except as provided for herein, any personal leave not taken by **the last Saturday prior to the first full pay period in January** ~~any December 31~~ will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Employees' personal leave balances shall be charged for time used on a one-half hour-for-one-half hour basis, e.g. one-half hour charged for one-half hour used, and may be used in conjunction with vacation leave. Charges to personal leave may be allowed in units of not less than one-half hour. An employee who cannot utilize his/her personal leave in the months of November and December, due to the operational needs of the Department/Agency, shall be permitted to carry-over one day of personal leave credit not utilized, to the next calendar year.

C. Nothing in this section shall be construed as giving more than three (3) days personal leave in a given year to employees hired after **June 1, 2012**, or more than five (5) personal days in a given year to employees on the payroll **as of June 1, 2012**.

### **Section 8.3 Bereavement Leave**

A. Upon evidence satisfactory to the ~~Appointing Authority~~ **Employer** of the death of a spouse or child, an employee shall be entitled to a maximum of seven (7) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of ~~said the death of a child and within ninety (90) calendars days of the death of the employee's spouse.~~

B. Upon evidence satisfactory to the ~~Appointing Authority~~ **Employer** of the death of a foster child, step child, parent, step parent, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian, **spouse of a child**, parent or child of spouse or person living in household, an employee shall be entitled to a maximum of four (4) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death.

C. Upon evidence satisfactory to the ~~Appointing Authority~~ **Employer**, an employee shall be granted one (1) day of leave without loss of pay to attend the funeral of the brother, **brother-in-law**, sister, **sister-in-law**, grandparent or grandchild of the employee's spouse.

*KM*  
*AJM*  
*MCB*

**Section 8.5 Civic Duty Leave**

A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employee. **An employee assigned to the third shift shall be granted paid leave for the shift immediately preceding the jury duty or court appearance.**

**Section 8.7.1 Family Leave**

During family leave taken in conjunction with the birth, adoption or placement of a child, an employee shall receive his/her salary for ten (10) days of said leave, at a time requested by the employee. **In the case of multiple births, such as twins or triplets, paid leave will not exceed (10) ten days. For cases of foster placement, if the placement is for less than 10 days, the number of paid days shall equal the number of work days that fall within the placement time period.** The ten (10) days of paid family leave granted under this section may be used on an intermittent basis over the twelve (12) months following the birth of adoption, except that this leave may not be charged in increments of less than one (1) day. In addition, if the employee has accrued sick leave, vacation leave or personal leave credits available, the employee may use such credits for which he/she may otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement. **The ten (10) days of paid leave granted under this Section shall be prorated for regular part-time employees.**

**Section 8.7.2 Family and Medical Leave**

**A. Family Leave**

1. ~~An Appointing Authority~~ **The Employer** shall grant to a full time or part time employee who has completed his/her probationary period, or if there is no such probationary period, has been employed for at least three consecutive months, an unpaid leave of absence for up to twenty-six (26) weeks in conjunction with the birth, adoption or placement of a child as long as the leave concludes within twelve (12) months following the birth or placement. **The ability to take leave ceases when a foster placement ceases unless the need for the additional leave is directly connected to the previous placement.**

**B. Medical Leave**

1. ~~An Appointing Authority~~ **The Employer** shall grant to any employee who has completed his/her probationary period or, if there is no probationary period, who has been employed at least three (3) consecutive months, an unpaid leave of absence for up to twenty-six (26) weeks to care for a spouse, child or parent who has a serious health condition or for a serious health condition which prevents the employee from being able to perform the functions of his/her position. **For this accompanying regulations, 29 C.F.R. Part 825, the Employer will request medical certification at the time the employee gives notice of the need for the leave or within five business days thereafter, or in the case of the unforeseen leave, within five business days after the leave commences. In the event of an unanticipated illness, an employee who returns to work within eight (8)**

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working days of the beginning of their absence will not be required to return form D1 to his/her employer.

3. At least thirty (30) days in advance, the employee shall submit a written notice of his/her intent to take such leave and the dates and expected duration of such leave. If thirty (30) day notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide, upon request by the ~~Appointing Authority~~ **Employer**, satisfactory medical evidence. Satisfactory medical evidence is defined under Section 1.K.2 of this Article. **Under FMLA Law, if the Appointing Authority has reason to doubt the validity of the medical evidence, it may obtain a second opinion at its own expense.**

4. Intermittent leave usage and modified work schedules may be granted where a spouse, child or parent has a serious ~~health medical~~ condition and is dependent upon the employee for care, **or for the serious health condition which prevents the employee from being able to perform the functions of his/her position.** ~~Where intermittent or a modified work schedule is medically necessary, the employee and appointing Authority shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operations of the workplace.~~

**Effective October 1, 2014 for new requests of intermittent FMLA and effective**

**January 1, 2015 for employees currently on FMLA, employees who provide satisfactory medical documentation to support an intermittent FMLA may utilize up to 60 days of their FMLA allotment provided for in Section 8 (B) (1) for intermittent absences.**

**Where an intermittent or a modified work schedule is medically necessary, the employee and Employer shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operations of the workplace. Such modified work schedules may include full time continuous leave, a change in job responsibilities, an alternative work option or a continuation of the intermittent leave beyond the sixty (60) days if operations allow provided the employee has not exhausted the 26 weeks of FMLA leave allowed within the previous 52 week period.**

**At the expiration of the intermittent medical leave, modified work schedule, or job assignment that was agreed upon, the employee shall be returned to the same or equivalent position with the same status, pay and length of service credit as of the date of his/her leave.**

**In the event that no alternative work option is agreed upon and if the employer believes that operations are being unduly disrupted, the employer will give written notice to the Union and employee of the intent to terminate the intermittent leave.**

**In such an event, no employee who then requests full time continuous leave**

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and who is otherwise eligible shall be denied such leave as long as they provide medical documentation supporting an FMLA qualifying illness. Such leaves will be limited to the remainder of the 26 weeks of available FMLA leave and based upon their intermittent determination shall not be eligible for the catastrophic leave extension.

The Employer shall maintain the ability to transfer an employee to an alternative position with no reduction of pay or benefits in order to avoid disruption of operations so as long as the transfer is reasonable and not meant to discourage the use of intermittent leave. Wherever practicable an employee who transfers pursuant to this paragraph shall be given 10 days' notice of such transfer

In the event that the employer gives notice of its intent to terminate the intermittent leave, and the affected employee does not wish to access any remaining full-time leave benefits as described above, the Union may request expedited impartial review by an arbitrator to determine whether the Employer has made a reasonable attempt to accommodate the need of the employee's intermittent leave beyond the sixty (60) days and whether or not the leave unduly disrupts operations. Said review must be requested within 10 calendar days of the notification that the leave will be terminated. The status quo ante shall be preserved pending the decision of the arbitrator, unless the proceedings are unreasonably delayed due to the part of the Union or the Employee.

The parties shall meet upon execution of the agreement to establish the review/arbitration process noted above. Such proceedings shall be informal in accordance with the rules to be agreed upon by the parties. The parties shall develop a form to be used as notice to the Union and employee of the intent to terminate intermittent leave.

**Section 8.9**

For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half or eight hour workday shall mean seven and one-half or eight hours, whichever is appropriate, and for the purpose of ARTICLE 9-VACATIONS, the term "week" with respect to such employees shall mean thirty-seven and one-half (37.5) or forty (40) hours, whichever is appropriate. For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, all paid leave time shall be prorated for regular part-time employees.

**Section 8.12**

A. Pursuant to the Family and Medical Leave Act, 29 U.S.C. 2611 *et seq.*, and accompanying regulations, 29 C.F.R. Part 825, the employer may request medical certification after the leave commences if the employer later has reason to question the

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~~appropriateness of the leave or its duration. Said certification shall be in accordance with Section 1.K.2 of this Article.~~

**Section 8.13 Domestic Violence**

An employee may use up to a maximum of fifteen (15) paid days per calendar year for the purpose of arranging for the care of him/herself, his/her spouse or his/her child(ren) or for attending to necessary legal proceedings or activities in instances where the employee, his/her spouse or his/her child(ren) is a victim of domestic abuse, **domestic violence, sexual assault or stalking** and where the employee is not the perpetrator. Said fifteen (15) paid days are in addition to any other paid leave, which the employee may accrue under the provisions of this Agreement.

If the employee has accrued sick leave, personal leave, compensatory leave or vacation leave credits at the completion of his/her domestic violence leave, that employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave or vacation leave provisions of this Agreement.

**ARTICLE 9 -VACATIONS<sup>2</sup>**

**Section 9.1**

The vacation year shall be the period from January 1, to December 31<sup>st</sup>, inclusive the first full pay period in January through the last full pay period inclusive of December 31st of the same calendar year.

**Section 9.2**

A. Vacation leave with pay shall be credited to full-time employees employed by the Commonwealth MassDOT on the last day of each full month worked based on work performed during that month as follows: **at the end of each pay period as follows:**

Total Years of Service	Scheduled Hours Biweekly	Accrued Credit Biweekly
Less than 4.5	80.00	3.07696 hours
4.5 years but less than 9.5	80.00	4.61544 hours
9.5 years but less than 19.5	80.00	6.15392 hours
19.5 years or more	80.00	7.692232 hours

B. For determining vacation status under this Article, ~~“credible service”~~ only total years of service shall be used.

<sup>2</sup> All provisions of the collective bargaining agreement for the term July 1, 2011 to June 30, 2014 that relate to the monthly accrual of vacation leave shall remain in effect until bi-weekly leave accrual is implemented as provided in this Agreement.

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*ASJ*  
*MR*

All service beginning on the first working day in MassDOT the state agency where rendered, and all service thereafter shall be included in "total years of service" ~~becomes "creditable service"~~ provided there has not been any break of three years or more in such service as referred to in Section 12 of this Article. **Employees who were transferred to MassDOT effective November 1, 2009 shall have all continuous service in the transferor agency or authority included in total years of service. Employees whose service commences during the middle of a mid bi-weekly pay period shall have vacation credits prorated accordingly.**

**Section 9.3**

A full-time employee on leave without pay and/or absent without pay during the pay period for ~~twenty (20) or more cumulative days in any vacation year~~ shall **earn vacation leave credits** ~~have his/her vacation leave credits earned that year reduced by the percent determined by dividing the days without pay by the scheduled work days in the vacation year based on the hours paid within the bi-weekly pay period.~~

~~In addition, any such leave or absence without pay for twenty (20) or more cumulative days in any vacation year shall result in the permanent loss of one year of continuous service for the purpose of vacation credit, unless such leave or absence is attributable to one of the following reasons:~~

- ~~— serious illness requiring hospitalization for all or a portion of the period of absence~~
- ~~— industrial accident~~
- ~~— maternity/adoptive leave~~
- ~~— FMLA/Non FMLA~~
- ~~— military leave~~
- ~~— educational leave~~
- ~~— civic duty leave,~~

~~in which case "continuous service" for purposes of vacation credit shall not be affected.~~

**Section 9.4**

**Employees will be credited with the next higher level accrual status during the pay period that includes July 1 of the fiscal year in which the employee reaches the higher accrual status.** ~~Vacation leave earned during any vacation year in which an employee achieves the next higher vacation accrual status shall be credited at the rate at which the employee began the current vacation year. Adjustments necessary to reflect the higher vacation accrual status shall be credited on the last day of the vacation year.~~

**Section 9.5**

A regular part-time employee shall ~~be granted~~ **accumulate** vacation leave in the same proportion that his/her part-time service bears to full-time service.

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*mcd*

**Section 9.6**

~~A regular part-time employee who is absent without pay and/or on leave without pay and/or absent without pay during the pay period shall earn vacation leave credits based on the hours paid within the bi-weekly pay period. that number of hours that his/her service bears to twenty (20) days of service of a full-time employee shall have his/her vacation leave earned that year reduced by the percent determined by dividing the hours without pay by the total number of scheduled hours of work in his/her vacation year. In addition, any such leave or absence without pay for twenty (20) or more cumulative days in any vacation year shall result in the permanent loss of one year of continuous service for the purpose of vacation credit unless such leave or absence is attributable to one of the following reasons:~~

- ~~— Serious illness requiring hospitalization for all or a portion of the period of absence~~
- ~~— industrial accident~~
- ~~— maternity/adoptive leave~~
- ~~— FMLA/Non-FMLA~~
- ~~— military leave~~
- ~~— educational leave~~
- ~~— civic duty leave,~~

~~in which case "continuous service" for purpose of vacation credit shall not be affected.~~

**Section 9.8**

The ~~Employer Appointing Authority~~ shall grant vacation leave in the vacation year in which it becomes available, unless in his/her opinion it is impossible or impracticable to do so because of work schedules or emergencies. In cases where the vacation requests by employees in the same title conflict, preference, subject to the operational needs of the ~~Employer Department/Agency~~, shall be given to employees on the basis of years of service employment with ~~MassDOT the Commonwealth~~.

Unused vacation leave earned during the previous two (2) vacation years can be carried over to the new calendar year beginning with the first full pay period in January for use during the following vacation year. Annual earned vacation leave credit not used by the last full pay period inclusive of December 31 of the second year it was earned will be forfeited.

**Section 9.9**

~~Absences on account of sickness in excess of the authorized sick leave provided in the Agreement (or for personal reasons not provided for under said sick leave provisions), may be charged to vacation leave upon request of the employee and subsequent approval by the Appointing Authority.~~

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**Section 9.910**

Employee's vacation leave balances shall be charged on an hour-for-hour basis; e.g., one hour charged for one hour used. Charges to vacation leave may be allowed in units of not less than ~~one-half hour~~. **Fifteen (15) minute increments.**

**Section 9.101**

Employees who are eligible for vacation under this Article whose services are terminated shall be paid an amount equal to the vacation leave which has been credited but not used by the employee up to the time of separation, provided that no monetary or other allowance has already been made therefore.

Upon the death of an employee who is eligible for vacation credit under this Agreement, the **Director of Human Resources** ~~Chief Human Resources Officer~~ may, upon request of the ~~Appointing Authority of the deceased person~~, authorize the payment of such compensation in the following order of precedence:

- First: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system, and
- Second: If there be no such designated beneficiary, to the estate of the deceased.

**Section 9.15**

If an employee is on industrial accident leave and has available vacation credits which have not been used, and who, because of the provision of Section 8 of this Article would lose such vacation credits, the Employer ~~Appointing Authority of such employee~~ shall convert such vacation credits to sick leave credits **in the new calendar year beginning with the first full pay period in January.** ~~on December 31 of the year in which such vacation credits would be lost if not taken.~~

**Section 9.16**

**For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half (7.5) or eight (8.0) hour workday shall mean seven and one-half (7.5) or eight (8.0) hours, whichever is appropriate, and for the purpose of ARTICLE 9-VACATIONS, the term "week" with respect to such employees shall mean thirty-seven and one-half (37.5) or forty (40) hours, whichever is appropriate. For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, all paid leave time shall be prorated for regular part-time employees.**

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*SYM*  
*me*

**ARTICLE 10 -HOLIDAYS**

**Section 10.1**

The following days shall be holidays for employees:

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- ~~\*Evacuation Day~~
- Patriot's Day
- Memorial Day
- ~~\*Bunker Hill Day~~
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

~~\*Only in Suffolk County~~

**Section 10.9**

~~A. — An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such a holiday shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the agency/department because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for work on the Suffolk County holiday.~~

~~B. — Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual work week is five or more days, shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the agency/department because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one day at his/her regular rate of pay.~~

**Section 10.9**

**For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, the term "day" with respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half (7.5) or eight (8.0) hour workday shall mean seven and one-half (7.5) or eight (8.0) hours, whichever is appropriate, and for the purpose of ARTICLE 9-VACATIONS, the term "week" with respect to such employees shall mean thirty-seven and one-half (37.5) or forty (40) hours, whichever is appropriate. For the**

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purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, all paid leave time shall be prorated for regular part-time employees.

**ARTICLE 11 - EMPLOYEE EXPENSES**

**Section 11.1**

Mileage shall be determined by the odometer reading of the motor vehicle, but may be subject to review for reasonableness by the ~~appointing authority~~ **Employer** who shall use the ~~Mile Mileage Guidebook~~ or a Web-based service as a guide.

C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With the approval of the **Director of Human Resources** ~~Chief Human Resources Officer~~, an employee's home may be designated as his/her regular office by his/her ~~Appointing Authority~~, for the purposes of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

**Section 11.3**

Employees who work three (3) or more **consecutive** hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment, or employees who work three (3) or more **consecutive** hours, exclusive of meal times, on a day other than their regular work day, shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

Breakfast	3:01 a.m. to 9:00 a.m.	\$2.75
Lunch	9:01 a.m. to 3:00 p.m.	\$3.75
Dinner	3:01 p.m. to 9:00 p.m.	\$5.75
Midnight Snack	9:01 p.m. to 3:00 a.m.	\$2.75

**ARTICLE 12 -SALARY RATES**

**Section 12.1**

The following shall apply to full-time employees:

A. ~~Effective June 30, 2012, employees within the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a three percent (3%) increase in salary rate.~~

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~~B. — Effective the first pay period July 2012, employees within the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a one and one half percent (1.5%) increase in salary rate.~~

~~C. — Effective the first pay period January 2013 employees within the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a one and one half percent (1.5%) increase in salary rate.~~

~~D. — Effective the first pay period July 2013, employees within the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a one and one half percent (1.5%) increase in salary rate.~~

~~— Effective the first pay period July 2013, employees who are outside the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-time payment equal to one percent (1.0%) of the maximum salary rate for the employee's job title.~~

~~E. — Effective the first pay period January 2014, employees within the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a one and one half percent (1.5%) increase in salary rate.~~

~~F. — Effective June 30, 2014, employees outside the salary range who meet the eligibility criteria provided in Section 2 of this Article shall receive a one percent (1.0%) increase in salary rate.~~

**A. Effective January 11, 2015, employees within the salary range who meet the eligibility criteria provided in Section 3 of this Article shall receive either an increase to the base wage of one thousand seven hundred dollars (\$1,700) or a three percent (3%) increase in salary rate whichever is greater. Employees who are outside the salary range who meet the eligibility criteria provided in Section 3 of this Article shall receive a one-time bonus payment of one thousand five hundred dollars (\$1,500.00).**

**B. Effective October 4, 2015, employees within the salary range who meet the eligibility criteria provided in Section 3 of this Article shall receive either an increase to the base wage of one thousand seven hundred dollars (\$1,700) or a three percent (3%) increase in salary rate whichever is greater. Employees who are outside the salary range who meet the eligibility criteria provided in Section 3 of this Article shall receive a one-time bonus payment of seven hundred fifty dollars (\$750.00) and a base wage increase of seven hundred fifty dollars (\$750.00).**

**C. Effective July 10, 2016 employees within the salary range who meet the eligibility criteria provided in Section 3 of this Article shall receive a three percent (3%) increase in salary rate. Employees who are outside the salary range who meet the eligibility criteria provided in Section 3 of this Article shall receive a base wage increase of one thousand five hundred dollars (\$1,500).**

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**Section 12.2**

In addition to the wage increases provided above the Employer shall make available the following:

A. In FY 2015 an amount equal to .025 of the total base wage payroll for the bargaining unit as of June 30, 2014 to fund benefits, other than across the board base wage increases, as agreed by the Employer and Union. An amount sufficient to fund the cost of the \$1,700 base wage "floor" increase provided in Section 12.1.A shall be allotted from these funds. An additional amount not to exceed \$22,500 will be made available from the "Pay Equity" funds identified by the MLIA Classification Pool Labor-Management Advisory Committee.

B. In FY 2016 an amount equal to .025 of the total base wage payroll for the bargaining unit as of June 30, 2014 to fund benefits, other than across the board base wage increases, as agreed by the Employer and Union. An amount sufficient to fund the \$1,700 base wage "floor" increase provided in Section 12.1.B shall be allotted from these funds. An additional amount not to exceed \$22,500 will be made available from the "Pay Equity" funds identified by the MLIA Classification Pool Labor-Management Advisory Committee.

C. In FY 2017 an amount equal to .025 of the total base wage payroll for the bargaining unit as of June 30, 2014 to fund benefits, other than across the board base wage increases, as agreed by the Employer and Union.

The Employer and Union shall meet as soon as practicable after ratification of the Agreement to negotiate the application and use of the funds made available under this Section.

**Section 12.43**

~~The salary rate for new employees hired, reinstated or re-employed on or after July 1, 1990 shall Step 1 for the job group of his/her position except that in cases where a new employee is hired by a Department/Agency at a salary rate approved by the Chief Human Resources Officer above Step 1. However, new employees shall not be recruited into Unit 3 positions without the prior written agreement of the Union.~~

**Section 12.3.**

A. The salary for new hires shall be the entry rate for the position except that the Director of Human Resources may approve a recruitment rate up to Step 10.

B. The recruitment rate shall be used when a candidate possesses comparable experience or a license or certificate related to the position for which s/he was hired which exceeds the minimum entrance requirements in accordance with the following guidelines:

i.) Experience: One step for each year of comparable experience related to the position

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ii.) License or certificates: One step for each license or certificate preferred but not required

C. Work experience must be at the same or higher level as the job title to be considered comparable service.

D. The provisions of this Section shall not apply to the position of Maintenance Equipment Operator, Maintenance Equipment Operator II or Highway Repair Foreman. The parties agree to meet to discuss the applicability of this provision to any new bargaining unit positions.

E. Work experience must be at the same or higher level as the job title to be considered comparable service.

F. The union may submit a grievance alleging a violation of this section to expedited arbitration.

#### ARTICLE 13A - HEALTH AND WELFARE

~~Section 13A.1 The Health and Welfare Trust Fund Creation of Trust Agreement~~  
The parties Commonwealth of Massachusetts and National Association of Government Employees have agreed to established a Health and Welfare Fund under an Agreement and Declaration of Trust dated January 3, 1984 ~~drafted by the Employer and executed by the Union and the Employer.~~ Such Agreement and Declaration of Trust (the "Trust" hereinafter referred to as the "trust agreement") which provides certain health and welfare benefits to employees of the Commonwealth and their dependents. ~~provides for a Board of Trustees composed of an equal number of representatives of the Employer and the Union.~~ MassDOT and the Union agree that to the extent permitted by the Trust, bargaining unit employees shall be provided benefits under the Trust.

The parties agree that ~~t~~The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of ~~this Agreement and the Agreement and Declaration of the Trust~~ such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

The Employer shall not be required to maintain the existing level of dental insurance benefits and pay schedule provided to any former employee of the Massachusetts Turnpike Authority or Massachusetts Port Authority pursuant to the Master Labor Integration Agreement who leaves the bargaining unit to which they were assigned as of November 1, 2009.

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**ARTICLE 13B - TUITION REMISSION**

Full-time employees shall be eligible for tuition remission as follows:

A. For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College or State University excluding the M. D. Program at the University of Massachusetts Medical School **and the J.D. Program at the University of Massachusetts Law School**, full tuition remission shall apply;

B. For enrollment in any non-state supported course or program offered through continuing education at any Community College, State College or State University, excluding the M. D. Program at the University of Massachusetts Medical School **and the J.D. Program at the University of Massachusetts Law School**, fifty percent (50%) tuition remission shall apply;

E. Spouses of full time employees shall be eligible for the remission benefits contained in this Article and subject to the other provisions of this Article. It is understood that any program of spousal eligibility developed by the Board of Higher Education in conjunction with the **Commonwealth's Human Resources Division Employer (HRD)** require the subordination of spousal eligibility rights to those remission benefit rights extended to full time state employees in different bargaining units as well as full time employees covered by the provisions of this Agreement.

**ARTICLE 14  
SENIORITY, TRANSFERS, PROMOTIONS, REASSIGNMENTS,  
FILLING OF VACANCIES AND NEW POSITIONS**

**Section 14.1**

**Add:**

**Where the Union files a grievance over the non-selection of an employee(s), the Union shall be limited to advancing to arbitration the grievance of one (1) non-selected employee per vacancy or class action. The Union shall identify such grievant in writing at the time of filing its demand for arbitration. The Arbitrator shall not have the authority to select the successful candidate for the position but shall be limited to an order re-posting the position and re-considering candidates from the original pool of applicants, except if the Employer re-selects the original successful candidate following an order to repost the position and the arbitrator finds a new violation of Article 14 . If a redetermination of the selection process is ordered, it shall be limited to the original pool of applicants.**

## ARTICLE 15 - CONTRACTING OUT

### Modify Following Provision from the Master Labor Integration Agreement:

Absent an emergency or other substantial unexpected occurrence requiring demanding otherwise, MassDOT shall not, outsource bargaining unit work beyond the scope of any such work that it was out sourcing as of November 1, 2009, except in cases where employees of MassDOT are unable or unwilling to perform such services owing to lack of expertise or proper licensure/certification, or other inability to perform such services on the schedule or in the manner required by MassDOT, or under other circumstances where MassDOT reasonably determines that the public safety requires or that the public convenience would be unduly disrupted requires. Nothing in this provision shall limit the application of G.L. c. 29, sec. 29A to the extent that such provisions are applicable to MassDOT.

## ARTICLE 17A TECHNOLOGICAL CHANGE

### Section 17A.1 Introduction

C. ~~The Commonwealth~~ MassDOT and the Union further recognize that automation and technological change are integral components of the way all departments and agencies better meet the challenges of effectuating business practices which ensure that they more effectively and efficiently attain their missions.

~~The Commonwealth and the Union recognize that the Commonwealth's Human Resources/Compensation Management System (HR/CMS) is the most comprehensive review of business processes regarding payroll, personnel, and other processes ever undertaken by the Commonwealth, replacing such current systems as PMIS and CAPS.~~

~~Therefore, the Commonwealth and the Union agree that HR/CMS shall become the cornerstone of the Commonwealth payroll and personnel system.~~

**The Union recognizes that MassDOT's payroll and human resources information systems are provided by the Commonwealth through its Human Resources/Compensation Management system (HR/CMS). To ensure that any of the changes required by HR/CMS are introduced and implemented in the most effective manner, the Union agrees to support the Commonwealth MassDOT's implementation and accepts such changes to business practices, procedures, and functions as are necessary to achieve such implementation (e.g. the change from a weekly to bi-weekly payroll system). Upon request MassDOT and the Union will meet establish a Special Labor Management Committee made up of an equal number of Union representatives and Management representatives. This committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of changes to HR/CMS.**

*KU*  
*Down*  
*with*

**ARTICLE 22**  
**ARBITRATION OF DISCIPLINARY ACTION**

**Section 22.2**

~~In the event that an employee is not given a departmental hearing prior to the imposition of discipline or discharge, then a~~ grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee/~~Union~~ to his/her agency head **the Director of the Office of Labor Relations and Employment Law** within ten (10) working days of the date such action was taken. The grievance shall be treated as a Step II grievance and ARTICLE 23 - GRIEVANCE PROCEDURE, shall apply.

**Section 22.3**

~~A. — In the event that an employee is given a departmental hearing prior to the imposition of discipline or discharge, a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to his/her agency head within ten (10) working days of the date such action was taken. Upon receipt of the grievance at Step II, the Appointing Authority shall review the actions taken at the lower level and shall either:~~

- ~~1. — Hold a full conference at Step II and the provisions of ARTICLE 23 – GRIEVANCE PROCEDURE shall apply, or,~~
- ~~2. — Issue a written decision to waive the grievance to Step III and the provisions of ARTICLE 23 – GRIEVANCE PROCEDURE shall apply.~~

~~B. — In those agencies where the Step I and Step II authorities are the same and where a grievance has initially been filed at either Step I or Step II, pursuant to this Article, grievances filed under this Section shall be submitted to Step III.~~

**Section 22.43**

As a condition precedent to submitting a grievance alleging a violation of Section 1, pursuant to ARTICLE 22 – ARBITRATION OF DISCIPLINARY ACTION and ARTICLE 23 - GRIEVANCE PROCEDURE the Union and the employee involved shall sign and give to the Employer, on a form prepared by the Employer (Appendix B), a waiver of any and all rights to appeal the disciplinary action to ~~any other forum including~~ the Civil Service Commission. The waiver shall include a declaration that no other disciplinary review has been commenced.

**If an employee files a charge of discrimination covered by Article 6 with a state or federal agency or state or federal court arising from termination of employment, the Employer and the Union agree that the union waives its right to arbitrate any grievance based on a claim of a violation of Article 6 relating to the same claim of discrimination. If the employee withdraws his or her charge with prejudice, other than in the case of a mutually agreeable settlement, the grievance shall be arbitrable if otherwise timely and appropriate. This waiver provision shall not apply to claims filed pursuant to MGL c. 150E or claims relating to the FMLA.**

BA. An employee and/or the Union shall not have the right to grieve, pursuant to Article 22, disciplinary action taken as a result of the employee engaging in a strike, work stoppage, slowdown or withholding of services unless the Union alleges that the employee did not engage in such conduct.

*Handwritten initials and signatures:*  
KW  
JTM  
MCR

## ARTICLE 23 GRIEVANCE PROCEDURE

### Section 23.2

The grievance procedure shall be as follows:

- Step I An employee and/or the Union shall submit a grievance in writing, on the grievance form prepared by the Employer (Appendix C) to the person designated by the **Employer-agency head** for such purpose not later than twenty-one (21) calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. The person so designated by the agency head shall reply in writing by the end of seven (7) calendar days following the date of submission, or if a meeting is held to review the grievance by the end of twenty-one (21) calendar days following the date of the submission.
- Step II In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step I, the appeal shall be presented in writing, on the grievance form prepared by the Employer to the **Director of the Office of Labor Relations and Employment Law** ~~person designated by the agency head for such purpose~~ within ten (10) calendar days following the receipt of the Step I decision. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. The agency head or his/her designee shall meet with the employee and/or the Union for review of the grievance and shall issue a written decision to the employee and/or the Union within fourteen (14) calendar days following the day the grievance is filed.

Disciplinary grievances filed at Step II or Step III of the grievance procedure, must also contain the "Waiver of Right to Appeal Disciplinary Action" form (as outlined in Article 22). Grievances not containing the signed waiver by the date of the scheduled conference or the rendering of a decision shall be considered denied.

KW  
AJM  
MCR

In disciplinary matters for which the agency head or his/her designee issues a decision to waive the grievance to Step III as described in Article 22, Section 3, such written decision shall be issued within ten (10) calendar days following the day on which the appeal is filed at Step II. In such instances, the agency head or his/her designee shall forward a copy of the decision to waive the grievance to Step III, along with a copy of the disciplinary notice and the documentation presented by both parties at the pre-disciplinary hearing, to the Human Resources Division (HRD).

~~Step III~~ In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step II, the appeal must be presented, on the grievance form included in Appendix E of this Agreement, to HRD within ten (10) calendar days of the receipt of the unsatisfactory decision at Step II and notice shall be given to the agency involved. Such grievance shall identify the Article(s) believed to have been violated, state how and when the Article(s) was violated and state the remedy sought. HRD shall issue a written reply by the end of the thirty (30) calendar days following the day on which the appeal was filed or if a conference is held by the end of the twenty one (21) calendar days following the close of the conference. HRD, at Step III, shall have the authority to sustain, vacate or modify a decision or action taken at the lower level.

~~Step III~~ Grievances unresolved at Step III may be brought to arbitration solely by the Union by filing a completed Request for Arbitration form with the **Director of Labor Relations and Employment Law Chief Human Resources Officer**. Such form must be filed within thirty (30) calendar days of the receipt of an unsatisfactory Step III response. Simultaneous notice shall be given to the agency involved. **Grievances that are not filed for arbitration within the thirty (30) days as provided above shall be considered waived.**

**Section 23.5**

The parties will attempt to agree on an Arbitrator on a case-by-case basis. Failing such agreement within thirty (30) days of the **Director of Labor Relations and Employment Law's HRD's** receipt of the Request for Arbitration, if ~~HRD~~ **the Employer** has not proposed to the Union a list of arbitrators acceptable to **the Employer HRD** or if there has been no agreement on an arbitrator the Employer or the Union may file said Request for Arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules.

*[Handwritten signature]*  
*[Handwritten initials]*  
*[Handwritten initials]*

**Section 23.7**

All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding shall be divided equally between the Union and ~~Employer HRD~~. Each party shall bear the cost of preparing and presenting its own case, except in the case of an untimely cancellation by either of the parties, then such expense shall be borne solely by the party at fault.

**Section 23.8**

If a decision satisfactory to the Union at any level of the grievance procedure other than Step ~~III~~ IV is not implemented within a reasonable time, the Union may re-institute the original grievance at the next step of the grievance procedure. A resolution of a grievance at either Step I or II shall not constitute a precedent.

**Section 23.9**

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step ~~III~~ IV. However, no deadline shall be binding on the grievant and/or the Union until a required response is given.

**Section 23.10**

In any disciplinary matter, once a conference has been held at either Steps II ~~or III~~, or in any non-disciplinary matter, once a conference has been held at Steps I or II ~~or III~~, neither party shall substantively change, modify or expand the charges, arguments, witness list or written documentation presented at that previous conference at the next step of the grievance procedure without endeavoring to give notification to the other party prior to the next scheduled conference or arbitration.

**Section 23.12**

~~The Employer~~ Each Department/Agency head shall designate a person(s) to whom grievances may be submitted at Step I and/or Step II.

**Section 23.15**

**Upon the agreement of the parties, any grievance may be submitted to Alternate Dispute Resolution.**

~~A. — A sub-committee of the Commonwealth's Joint Labor Management Committee, consisting of four (4) people designated by the NAGE and four (4) people designated by the Commonwealth, shall meet and develop mutually agreed upon policies and implementation procedures for an Alternative Dispute Resolution Program which may include an option for mediation or a binding tri-partite panel at the Step III grievance level.~~

~~B. — Furthermore, the committee shall meet bi-monthly to review the Commonwealth's grievance procedure, review training needs related to the grievance procedure and to review individual labor management proposals jointly submitted by the agency and union~~

representatives regarding alternative dispute resolution pilot programs, training needs and possible improvements to the efficiency of the grievance procedure.

*LA*  
*ADJ*  
*MCS*

C. — At, or following, the Step III stage of the grievance procedure and in certain designated agencies, Alternative Dispute Resolution (ADR) pilot programs shall be developed with a goal for initial implementation within six (6) months from the signing of the agreement. ADR programs may include, but shall not be limited to, mediation, an oral Step I grievance and review conferences.

~~Section 23.16 Alternative Dispute Resolution (ADR) Funding~~

~~The Commonwealth shall pay for all costs incurred in compensating neutrals under the alternative dispute resolution obligation of this Article and the side letter between the parties dated September 25, 2001. The parties agree that this obligation shall extend to an average of one day per month for the life of this agreement.~~

**ARTICLE 25A  
MASSDOT WIDE POLICY IMPLEMENTATION COMMITTEE**

**There shall be a Policy Implementation Committee comprised of an equal number of Employer and collective bargaining representatives from each of the MassDOT bargaining units. Upon request by the Employer, the Committee shall meet to discuss the implementation of MassDOT Policies and Procedures. This Article is not intended to alter the existing rights or obligations of either the Employer or collective bargaining representatives.**

**ARTICLE 27  
SAVING CLAUSE**

In the event that any Article, Section or portion of this Agreement is found to be invalid or shall have the effect of loss to **MassDOT** or the Commonwealth of funds made available through federal law, rule or regulation, then such specific Article, Section or portion shall be amended to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect. Disputes arising under this Article shall be discussed with the **Employer Human Resources Division (HRD)** and may be submitted by the Union to expedited arbitration.

**ARTICLE 28**

**~~RE-OPENER~~**

~~MassDOT and the Union acknowledge that the unique timing of the increases provided for in Year Two and Year Three of this Agreement is in direct recognition of the Union foregoing certain wage increases provided for in the predecessor Agreement. With this understanding, MassDOT agrees that in the course of this Agreement, should any other~~

~~Executive Branch bargaining unit receive any across the board wage increase at any point earlier than one year following the end date of its preceding Agreement, the parties shall, at the request of the Union, reopen the salary provisions of this Agreement for further bargaining.~~

*Handwritten initials: KH, AJM, MCR*

**ARTICLE 30  
DURATION**

This Agreement shall be for the three-year period from July 1, 2014~~09~~ to June 30, 2012~~7~~ and terms contained herein shall become effective on July 1, 200~~9~~ execution unless otherwise specified. It is expressly understood and agreed that subject to ratification by the Union NAGE Membership, the predecessor collective bargaining agreement shall be voided and superseded by all aspects of this collective bargaining agreement. Should a successor Agreement not be executed by June 30, 201~~7~~2 this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after January 1, 201~~7~~2.

Agreement signed this \_\_\_\_\_ day of \_\_\_\_\_

Massachusetts Department of Transportation

Coalition of MassDOT Unions  
for Bargaining Unit C

By: \_\_\_\_\_  
Julian Tynes, Director  
Office of Labor Relations and Employment  
Law

By: \_\_\_\_\_  
David J. Holway, President  
NAGE

By: \_\_\_\_\_  
Maria C. Rota, Deputy Director  
Office of Labor Relations and Employment  
Law

By: \_\_\_\_\_  
Leo Munroe, President  
NAGE, Local R1-219 and Chairman of CMU  
Unit C

By: \_\_\_\_\_  
John Dumas, President  
IBEW, Local 103

By: \_\_\_\_\_  
Robert Cullinane, Secretary-Treasurer/Principal  
Executive Officer, Teamsters Local 127 and as  
Agent for Teamsters Local 25

MEMORANDUM OF AGREEMENT  
BETWEEN THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION ("MassDOT")  
AND COALITION OF MASSDOT UNIONS (CMU)  
RE: IMPLEMENTATION OF DRUG AND ALCOHOL POLICY  
FOR EMPLOYEES IN BARGAINING UNIT C

*KU*  
*ADM*  
*MCK*

This Memorandum sets forth the agreement between MassDOT and the CMU concerning the implementation of the MassDOT Drug and Alcohol Policy for Bargaining Unit C.

1. Effective July 1, 2014 the MassDOT Drug & Alcohol Policy attached shall be in effect for all bargaining unit members.
2. Notwithstanding the above, no person employed in a bargaining unit position Prior to July 1, 2014, shall be subject to drug testing before January 11, 2015.
3. The Parties agree that: (a) employees who regularly and routinely operate or are required to operate a motor vehicle during the course of employment or (b) are employees who regularly and routinely perform or are required to perform any safety sensitive functions as defined in Exhibit A to the attached Policy and/or high risk functions as described in Section II of the policy in the "Type of Tests" – "Random" section, shall be subject to the random drug testing provisions of the policy.
4. The MassDOT shall provide ninety (90) days advanced written notice to all employees who will be subject to random testing under Section II of this policy before such random testing will begin.
5. It is acknowledged that during the negotiations that resulted in this Agreement the CMU had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining with regard to the attached Drug & Alcohol Policy. Therefore for the life of the agreement, this agreement shall constitute the total agreement between the parties and the CMU agrees that the MassDOT shall not be obligated to any additional bargaining.

Agreement signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the following:

Massachusetts Department of Transportation

Coalition of MassDOT Unions  
for Bargaining Unit C

\_\_\_\_\_  
Julian Tynes, Director  
Office of Labor Relations and  
Employment Law

\_\_\_\_\_  
David J. Holway, President  
NAGE

\_\_\_\_\_  
Maria C. Rota, Deputy Director  
Office of Labor Relations and  
Employment Law

\_\_\_\_\_  
Leo Munroe, Chairperson and President  
NAGE Local R1-219

\_\_\_\_\_  
Robert Cullinane, Vice-Chair and President  
Teamster Local 127

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**Memorandum of Agreement**

**Between**

**Massachusetts Department of Transportation**

**And**

**Coalition of Massachusetts Unions for Bargaining Units B, D and E**

**Re: Reorganization and Reclassification of Positions of the Massachusetts Department of  
Transportation  
Highway Division- Highway Operations Center**

---

This Memorandum of Agreement is entered this \_\_\_\_\_ day of June 2014 between the Massachusetts Department of Transportation ("MassDOT") and the Coalition of Massachusetts Unions as the exclusive collective bargaining representative for MassDOT bargaining units B, D and E as set forth in the Master Labor Integration Agreement dated December 28, 2010 (the "Unions").

Whereas, to improve the efficiency of HOC operations and to resolve issues related to the proper classification of employees assigned to the HOC, the parties have reached agreement as follows:

1. MassDOT recognizes the CMU for MassDOT bargaining unit D as the exclusive representative for employees in the new job titles HOC Operator I, HOC Operator II and HOC Operator III. The salary grades for the titles will be as follows:

HOC Operator I	Grade 11
HOC Operator II	Grade 13
HOC Operator III	Grade 15

2. MassDOT recognizes the CMU for MassDOT bargaining unit E as the exclusive representative for employees in the job titles HOC Supervisor I and HOC Supervisor II. The salary grades for the titles will be as follows:

HOC Supervisor I	Grade 25
HOC Supervisor II	Grade 27A

---

**Memorandum of Agreement**

**Between**

**Massachusetts Department of Transportation**

**And**

**Coalition of Massachusetts Unions for Bargaining Units B, D and E**

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Whereas, to improve the efficiency of HOC operations and to resolve issues related to the proper classification of employees assigned to the HOC, the parties have reached agreement as follows:

1. MassDOT recognizes the CMU for MassDOT bargaining unit D as the exclusive representative for employees in the new job titles HOC Operator I, HOC Operator II and HOC Operator III. The salary grades for the titles will be as follows:

HOC Operator I	Grade 11
HOC Operator II	Grade 13
HOC Operator III	Grade 15

2. MassDOT recognizes the CMU for MassDOT bargaining unit E as the exclusive representative for employees in the job titles HOC Supervisor I and HOC Supervisor II. The salary grades for the titles will be as follows:

HOC Supervisor I	Grade 25
HOC Supervisor II	Grade 27A

3. All current HOC operators will participate in a mandatory training program covering the operations of both the former Massachusetts Turnpike Authority's and the former Massachusetts Highway Department's incident and traffic management systems.
4. Upon successful completion of the training program, current operators will be reclassified as HOC Operator IIs and placed on the Unit D salary chart at the step closest to, but higher than their salary at the time of reclassification. Those employees whose current salary exceeds the highest rate on the applicable wage chart for their new job classification will remain on the wage chart applicable to their current position until such time as their salary is equal to or lesser than the highest rate on the wage chart for their new classification. Employees in affected job titles will be transferred to Unit D. The document attached as Exhibit A sets forth the anticipated grade, step and salary placement for those employees who successfully complete required training.
5. Current operators who complete the cross training program but who MassDOT determines lack sufficient proficiency to operate both systems, will retain their current job responsibilities and be placed in the HOC Operator I position on the Unit D salary chart at the step closest to, but higher than their current salary. Those employees whose current salary exceeds the highest rate on the applicable wage chart for their new job classification will remain on the wage chart applicable to their current position until such time as their salary is equal to or lesser than the highest rate on the wage chart for their new classification. Current operators who are placed in the HOC Operator I position after completion of training will be notified in writing of the reasons and within 12 months of such notice will be given the opportunity to be retrained and qualified for placement in the HOC Operator II position. Current operators who do not qualify as HOC Operator II's will not be eligible to work operator overtime. Employees in affected job titles will be transferred to Unit D.
6. During the initial training period, all current HOC personnel will be eligible to work operator overtime slots as needed until new operators have been hired and trained. At the end of the initial training period, those employees who are promoted to HOC Operator III or Supervisor I or II will assume their new duties and will not be eligible to work overtime as Operator I or II unless there are no Operators I or II available and willing to work the overtime.
7. Within two weeks after the date of this agreement, current EDP Systems Analyst IIIs Kevin McNamara and Andy Ming must elect to either transfer to an HOC II position and perform HOC II duties on a fulltime basis or remain in their current titles. If they remain in their current titles, their classifications will be reviewed as part of phase III of the Classification Study as outlined in the Master Labor Integration Agreement.
8. The regular workday shall be eight hours (8) including a paid thirty (30) minute lunch and two (2) paid fifteen (15) minute breaks. The regular workweek shall be forty (40) hours. The starting and ending times for all shifts shall be 6AM to 2PM, 2PM to 10PM, and 10PM to 6AM seven days a week, provided however that MassDOT may change the starting and ending times of shifts by providing three (3) months written notice. Shifts for all HOC I, II and III vacancies will be posted in April and October each year and bid in order of seniority as determined by the employee's date of most recent assignment as an operator to the former

3. All current HOC operators will participate in a mandatory training program covering the operations of both the former Massachusetts Turnpike Authority's and the former Massachusetts Highway Department's incident and traffic management systems.
4. Upon successful completion of the training program, current operators will be reclassified as HOC Operator IIs and placed on the Unit D salary chart at the step closest to, but higher than their salary at the time of reclassification. Those employees whose current salary exceeds the highest rate on the applicable wage chart for their new job classification will remain on the wage chart applicable to their current position until such time as their salary is equal to or lesser than the highest rate on the wage chart for their new classification. Employees in affected job titles will be transferred to Unit D. The document attached as Exhibit A sets forth the anticipated grade, step and salary placement for those employees who successfully complete required training.
5. Current operators who complete the cross training program but who MassDOT determines lack sufficient proficiency to operate both systems, will retain their current job responsibilities and be placed in the HOC Operator I position on the Unit D salary chart at the step closest to, but higher than their current salary. Those employees whose current salary exceeds the highest rate on the applicable wage chart for their new job classification will remain on the wage chart applicable to their current position until such time as their salary is equal to or lesser than the highest rate on the wage chart for their new classification. Current operators who are placed in the HOC Operator I position after completion of training will be notified in writing of the reasons and within 12 months of such notice will be given the opportunity to be retrained and qualified for placement in the HOC Operator II position. Current operators who do not qualify as HOC Operator II's will not be eligible to work operator overtime. Employees in affected job titles will be transferred to Unit D.
6. During the initial training period, all current HOC personnel will be eligible to work operator overtime slots as needed until new operators have been hired and trained. At the end of the initial training period, those employees who are promoted to HOC Operator III or Supervisor I or II will assume their new duties and will not be eligible to work overtime as Operator I or II unless there are no Operators I or II available and willing to work the overtime.
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MHD TOC or the former MTA OCC. Where dates of assignment are the same, seniority shall be determined by the original date of hire by the former MHD or MTA.

9. MassDOT will use best efforts to post and fill six (6) HOC Operator III positions no later than December 31, 2014.
10. If more than one HOC Operator III is working a shift, the most senior HOC III operator shall be designated as shift supervisor and the junior HOC Operator III will perform the duties of an HOC Operator II for that shift but be paid at their regular rate of pay.
11. If MassDOT decides to fill an HOC Operator III shift vacancy, it will first fill it by using the HOC Operator III overtime list. If no Operator III is willing or available to cover the shift, management staff will cover the shift or appoint the most senior qualified Operator II on the shift as shift supervisor who will be paid a shift premium of \$2.00 per hour in addition to their regular hourly compensation. The Union may reopen this provision for further negotiations by providing written notice to the Director of the Office of Labor Relations and Employment Law within thirty days after November 1, 2014.
12. MassDOT has the exclusive right in its sole discretion to determine appropriate staffing levels and this agreement does not and is not intended to create a minimum staffing level at the HOC or otherwise obligate MassDOT to maintain staffing levels.
13. Effective the date of this agreement, Eric Podolsky shall be reclassified to the position HOC Supervisor II and placed on the Unit E salary chart at Grade 27A, step 12 and be transferred to bargaining unit Unit E.
14. Effective the date of this agreement, Michael Fitzpatrick shall be reclassified to the position HOC Supervisor II and placed on the Unit E salary chart at Grade 27A, step 8 and be transferred to bargaining Unit E.
15. Effective the date of this agreement, Robert Ward shall be reclassified to the position of HOC Supervisor I and placed on the Unit E salary chart at Grade 25, step 12 and be transferred to bargaining unit Unit E.
16. Effective the date of this agreement, David Long shall be reclassified to the position of HOC Supervisor I but will remain on the wage chart applicable to his current position (Transportation Program Planner V, Grade 27A, Step 5) and receive all contractual step and wage increases. When Mr. Long vacates the HOC Supervisor I position it will revert to Grade 25.
17. This MOU sets forth the entire agreement and understanding of the parties and supersedes all prior understandings or agreements between the parties concerning this subject matter whether oral or in writing. This Agreement may not be modified in any way except by a writing signed by all parties.

MHD TOC or the former MTA OCC. Where dates of assignment are the same, seniority shall be determined by the original date of hire by the former MHD or MTA.

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17. This MOU sets forth the entire agreement and understanding of the parties and supersedes all prior understandings or agreements between the parties concerning this subject matter whether oral or in writing. This Agreement may not be modified in any way except by a writing signed by all parties.

18. The Unions acknowledge that they had full opportunity to bargain and that by entering this agreement MassDOT has fully satisfied its bargaining obligations with respect to the implementation of the HOC reorganization.

SIGNATURES APPEAR ON FOLLOWING PAGE

<p>CMU Bargaining Unit E,</p> <hr/> <p>Joseph Dorant, President MOSES</p> <p>CMU Bargaining Unit D,</p> <hr/> <p>Christine Grey, President NAGE Local 368</p> <p>CMU Bargaining Unit B,</p> <hr/> <p>Robert F. Cullinane, Secretary- Treasurer/Principal Executive Officer</p>	<p>Massachusetts Department of Transportation,</p> <hr/> <p>Maria C. Rota, Deputy Director Office of Labor Relations and Employment Law</p> <hr/> <p>Leonard J. Walsh, Deputy Chief Operations and Maintenance</p> <hr/> <p>Lorenzo Parra, Director Highway Operations Center</p>
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**EXHIBIT A  
JOB AND SALARY CONVERSION CHART**

Current													Proposed												
BU	Employee Name	Job Title	Annual	Biweekly	Gr	St	BU	Job Title	Promotional Fcst	Annual	Biweekly	Gr	St	BU	Union Co	Change In Salary %	Change In Salary \$								
B	Masey, Michael	Radio Maintenance Technician I	\$ 47,810.36	\$ 1,838.86	16	8	HOC Operator II	\$	49,244.67	\$ 52,337.74	\$ 2,012.99	13	10	D	TBD	9.47%	\$ 4,527.38								
B	Dessanis, Richard	Radio Maintenance Technician II	\$ 61,859.98	\$ 2,379.23	19	12	HOC Operator II	\$	63,715.78	\$ 65,595.40	\$ 2,522.92	13	8	D	TBD	6.04%	\$ 3,735.42								
B	Horan, Timothy	Radio Maintenance Technician III	\$ 52,683.02	\$ 2,026.27	19	6	HOC Operator II	\$	54,263.51	\$ 55,825.12	\$ 2,147.12	13	3	D	TBD	5.96%	\$ 3,142.10								
B	Teikera, Steven	Radio Maintenance Technician III	\$ 54,302.04	\$ 2,088.54	19	7	HOC Operator II	\$	55,911.10	\$ 57,654.74	\$ 2,217.49	13	4	D	TBD	6.17%	\$ 3,352.70								
B	Shurt, John-Lay	Radio Maintenance Technician III	\$ 54,302.04	\$ 2,088.54	19	7	HOC Operator II	\$	55,931.10	\$ 57,654.74	\$ 2,217.49	13	4	D	TBD	6.17%	\$ 3,352.70								
B	Connors, Joseph	Radio Maintenance Technician III	\$ 59,458.36	\$ 2,286.86	19	10	HOC Operator II	\$	61,242.11	\$ 63,419.32	\$ 2,365.24	13	6	D	TBD	4.33%	\$ 2,037.88								
B	Donathue, Brian	Radio Maintenance Technician III	\$ 60,647.34	\$ 2,332.59	19	11	HOC Operator II	\$	62,466.62	\$ 64,516.24	\$ 2,442.82	13	7	D	TBD	4.73%	\$ 2,065.98								
D	Petrouche, Marjorie	EDP Systems Analyst II	\$ 69,279.86	\$ 2,664.61	12	12	HOC Operator II	\$	72,785.63	\$ 72,791.94	\$ 2,799.69	13	12	D	D06	5.07%	\$ 3,512.08								
D	Brodie, Allen	EDP Systems Analyst II	\$ 72,735.00	\$ 2,797.50	12	14	HOC Operator II	\$	74,917.05	\$ 76,389.04	\$ 2,938.04	13	14	D	D06	5.02%	\$ 3,654.04								
D	Veneto, Joseph	Program Coordinator II	\$ 67,921.88	\$ 2,612.38	12	11	HOC Operator II	\$	71,358.26	\$ 71,366.10	\$ 2,744.85	13	11	D	D06	5.07%	\$ 3,444.22								
D	Noonan, Brian	Program Coordinator II	\$ 72,735.00	\$ 2,797.50	12	14	HOC Operator II	\$	74,917.05	\$ 76,389.04	\$ 2,938.04	13	14	D	D06	5.02%	\$ 3,654.04								
D	Manoli, Martin	Program Coordinator II	\$ 70,665.66	\$ 2,717.91	12	13	HOC Operator II	\$	74,917.05	\$ 76,389.04	\$ 2,938.04	13	14	D	USW	8.10%	\$ 5,723.38								
D	Lagrasa, Joseph	Program Coordinator II	\$ 70,665.66	\$ 2,717.91	12	13	HOC Operator II	\$	74,917.05	\$ 76,389.04	\$ 2,938.04	13	14	D	USW	8.10%	\$ 5,723.38								
D	Towlson, William	Program Coordinator II	\$ 70,665.66	\$ 2,717.91	12	13	HOC Operator II	\$	74,917.05	\$ 76,389.04	\$ 2,938.04	13	14	D	USW	8.10%	\$ 5,723.38								
D	Moran, Timothy	Program Coordinator II	\$ 67,921.88	\$ 2,612.38	12	11	HOC Operator II	\$	71,358.26	\$ 71,366.10	\$ 2,744.85	13	11	D	USW	5.07%	\$ 3,444.22								
D	Plant, Gordon	Program Coordinator II	\$ 67,921.88	\$ 2,612.38	12	11	HOC Operator II	\$	71,358.26	\$ 71,366.10	\$ 2,744.85	13	11	D	USW	5.07%	\$ 3,444.22								
D	Essenheimer, Charles	Program Coordinator II	\$ 67,921.88	\$ 2,612.38	12	11	HOC Operator II	\$	71,358.26	\$ 71,366.10	\$ 2,744.85	13	11	D	USW	5.07%	\$ 3,444.22								
D	Murley, Jason	Program Coordinator II	\$ 70,665.66	\$ 2,717.91	12	13	HOC Operator II	\$	74,917.05	\$ 76,389.04	\$ 2,938.04	13	14	D	D06	8.10%	\$ 5,723.38								
D	Garceau, Michael	Program Coordinator II	\$ 70,665.66	\$ 2,717.91	12	13	HOC Operator II	\$	74,917.05	\$ 76,389.04	\$ 2,938.04	13	14	D	USW	8.10%	\$ 5,723.38								
D	Malone, Daniel	Program Coordinator III	\$ 78,096.72	\$ 3,003.72	14	13	HOC Operator II	\$	78,096.72	\$ 78,096.72	\$ 3,003.72	14	13	D	USW	0.00%	\$ -								
D	Asquith, John	Program Coordinator III	\$ 78,096.72	\$ 3,003.72	14	13	HOC Operator II	\$	78,096.72	\$ 78,096.72	\$ 3,003.72	14	13	D	USW	0.00%	\$ -								
D	Vitale, Ronald	Program Coordinator III	\$ 78,096.72	\$ 3,003.72	14	13	HOC Operator II	\$	78,096.72	\$ 78,096.72	\$ 3,003.72	14	13	D	USW	0.00%	\$ -								
D	DeRocco Jr, Robert	Program Coordinator III	\$ 78,096.72	\$ 3,003.72	14	13	HOC Operator II	\$	78,096.72	\$ 78,096.72	\$ 3,003.72	14	13	D	USW	0.00%	\$ -								
D	O'Connor, John	Program Coordinator III	\$ 78,096.72	\$ 3,003.72	14	13	HOC Operator II	\$	78,096.72	\$ 78,096.72	\$ 3,003.72	14	13	D	USW	0.00%	\$ -								
D	Mulligan, John	Program Coordinator III	\$ 78,096.72	\$ 3,003.72	14	13	HOC Operator II	\$	78,096.72	\$ 78,096.72	\$ 3,003.72	14	13	D	USW	0.00%	\$ -								
E	D'Amelio, Richard	Engineering Aide II	\$ 50,898.38	\$ 1,957.63	15A	12	HOC Operator II	\$	52,425.33	\$ 54,053.22	\$ 2,078.97	13	2	D	TBD	6.20%	\$ 3,154.84								
D	Ward, Robert	Program Coordinator III	\$ 80,314.52	\$ 3,089.02	14	14	HOC Supv I	\$	81,920.81	\$ 82,091.88	\$ 3,157.38	25	11E	E25	TBD	2.21%	\$ 1,777.36								
E	Fitzpatrick, Michael	Transportation Prg Planner III	\$ 79,472.38	\$ 3,056.63	23A	13	HOC Supv II	\$	81,061.83	\$ 82,075.76	\$ 3,156.76	27A	8E	E27A	USP	3.28%	\$ 2,603.38								
E	Podolsky, Eric	Transportation Prg Planner IV	\$ 86,919.30	\$ 3,343.05	25	13	HOC Supv II	\$	88,657.69	\$ 90,883.00	\$ 3,495.50	27A	12E	E27A	USP	4.56%	\$ 3,963.70								
E	Long, David	Transportation Prg Planner V	\$ 75,546.64	\$ 2,905.64	27A	5	HOC Supv I	\$	75,546.64	\$ 75,546.64	\$ 2,905.64	27A	5E	E27A	D09	0.00%	\$ -								
D	Ming, Andrew	EDP Systems Analyst III	\$ 73,591.44	\$ 2,830.44	14	10	Telecom Analyst II	\$	73,591.44	\$ 73,591.44	\$ 2,612.03	14	10	D	D06	0.00%	\$ -								
D	McNamara, Kevin	EDP Systems Analyst III	\$ 73,591.44	\$ 2,830.44	14	10	Telecom Analyst II	\$	73,591.44	\$ 73,591.44	\$ 2,612.03	14	10	D	D06	0.00%	\$ -								



