

**MEMORANDUM OF AGREEMENT
BETWEEN THE
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
AND THE
COALITION OF MASSDOT UNIONS, UNIT C
FOR A
SUCCESSOR AGREEMENT**

July 1, 2020 through June 30, 2023

The parties agree to the following changes to the Massachusetts Department of Transportation and Coalition of MassDOT Unions Collective Bargaining Agreement for Unit C for July 1, 2017 through June 30, 2020. Except as modified herein or in some other writing between the parties, the provisions of the 2017-2020 agreement, together with all supplements and side letters shall continue in effect, unless or until modified by the agreement of the parties or as might be otherwise provided by law.

ARTICLE 3 – UNION SECURITY

Section 3.2

An employee may consent in writing to the authorization of the deduction of union dues from his/her wages and to the designation of the Union as the recipient thereof **and may withdraw such consent in accordance with the terms of the membership and dues agreement between the employee and the Union and with the laws of the Commonwealth**. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. The form may be completed on-line as an electronic form or completed, printed, and sent to the designated human resources officer. An employee may withdraw his/her union dues authorization by giving the Employer **written notice, and the** ~~at least sixty (60) days written notice, or lesser notice as may otherwise be required by law. The~~ Employer will promptly notify the Union of any request to withdraw union dues authorization.

ARTICLE 5 – UNION BUSINESS

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~~ **Local Union** 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 seventy-five (75) days per year.

Time off without loss of wages, benefits, or other privileges shall be granted to Union negotiating committee members for attendance at negotiating sessions.

Time off without loss of wages, benefits, or other privileges shall be granted to representatives and officers of the Union to attend joint labor/management meetings.

Effective July 1, ~~2021~~ 2014, time off without loss of wages, benefits, or other privileges shall be granted for not more than thirty-five (35) hours per week ~~for one to a combined total of not more than four (4) Union Official equivalents from bargaining units A, C and D to facilitate the assist the Union President in~~ conducting of union business.

The Union will not request paid release time for Executive Board meetings more frequently than ten (10) work days per calendar year. The Union shall submit any request for paid union business leave for Executive Board Meetings not later than seven (7) calendar days in advance of the meeting date(s) and the Employer will respond not less than two (2) business days preceding the date of the Executive board meeting.

The Employer, upon being provided sufficient advance notice by the Union, shall grant Union Stewards paid release time for the purposes of receiving training. This paid release time for training shall not exceed one (1) day in duration. The Parties further agree that the Union will make this request of the Employer no more than once in any twelve (12) month period. No pyramiding of release time will be permitted.

All leave granted under this section shall require prior approval of the Office of Labor Relations and Employment Law. Requests for all paid release time must be made at least seven (7) calendar days in advance unless agreed to by the parties.

ARTICLE 7 - WORKWEEK AND WORK SCHEDULES

Section 7.1 Scheduled Hours, Workweek, Workday

- C. When the Employer desires to change the work schedule of employee(s) the Employer shall, whenever practicable, give the employee ten (10) days written notice. **Whenever practicable, the Employer shall attempt to fill a change in work schedule by soliciting qualified volunteers among the group of potentially affected employees and shall select from qualified volunteers in order of seniority based on operational needs, with the most senior employees having preference. If the changed work schedule is not filled by qualified volunteers, the Employer may involuntarily assign employees in inverse order of seniority. The Employer maintains discretion to determine which employees are qualified to volunteer under this Section.**

ARTICLE 8 - LEAVE

Section 8.1 Sick Leave

- K. Where the Employer has reason to believe that sick leave is being abused, or when an employee uses ~~three (3)~~ **five (5)** or more **unforeseeable and undocumented** sick days on non-consecutive calendar days ~~during any sixty (60) day period~~, or seven and one-half (7.5) **total** days within three (3) months, the Employer 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 possible, the employee shall receive prior notice that the Employer believes s/he is abusing sick leave and the s/he may be required to produce medical evidence for future use of sick leave.

Add new Section

Section 8.14 Paid Family Medical Leave

- A. **Leave granted under the Paid Family Medical Leave Act, M.G.L. c. 175M, which does not otherwise qualify for leave under the FMLA or this Article, shall be used concurrently with the leave granted by this section, to the extent that such leave exceeds the twelve (12) weeks of leave granted by the Federal Law/FMLA.**

ARTICLE 10 HOLIDAYS

Section 10.1

The following days shall be holidays for employees:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Patriots' Day
- Memorial Day
- **Juneteenth Independence Day**
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

Add new Article:

ARTICLE 11A

MAINTAINING REQUIRED LICENSURES/CERTIFICATIONS

ARTICLE 11A

Employees shall bear the initial cost of obtaining any license or certification required as a condition of employment. MassDOT shall reimburse employees for all costs of renewing licensures or certifications required as a condition of employment and of initially obtaining such licensures newly required as a condition of employment, with the exception of a Class D (passenger vehicle) driver's license, including but not limited to the costs of any required course work, course materials, testing, physical or other examinations, and application/renewal fees. At its discretion, MassDOT may provide required course work, course materials, testing, or physical examinations providers instead of reimbursing employees under this Article, except that employees will always have the option of obtaining required physical or mental health screenings from a provider of their own choosing at their cost.

ARTICLE 12 SALARY RATES

Section 12.1

- A. Effective the first full pay period in July, 20~~17~~²⁰ employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a ~~one percent (1%)~~ **two and one-half percent (2.5%)** increase in salary rate.

~~If FY 2018 tax revenues equal or exceed \$27.072 billion, then, effective the first full pay period in July, 2017, employees shall receive an additional increase of one percent (1%) in salary rate.~~

~~The terms, "state tax revenues," "budgeted revenues," and "budgetary funds" shall have the meanings assigned to those terms in M.G.L., Ch. 29, Section 1.~~

~~For the purposes of this section, "tax revenues" shall mean, for any given fiscal year, state tax revenues that count as budgeted revenues in the budgetary funds, as reported by the Commissioner of Revenue on a preliminary basis in July following the end of the fiscal year, subject to any final technical adjustments made prior to August 31. Tax revenues shall include taxes that are transferred to the Commonwealth's Pension Liability Fund, the Massachusetts Bay Transportation Authority State and Local Contribution Fund, the School Modernization and Reconstruction Trust Fund and the Workforce Training Fund.~~

- B. Effective the first full pay period in July, 20~~18~~**21** employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate.
- C. Effective the first full pay period in July, 20~~19~~**22** employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate.
- D. The salary charts shall be adjusted to reflect the above adjustments.
- E. All employees who are currently active and who meet the eligibility criteria provided in Section 2 of this Article as of the date of signing this MOA shall receive a one-time payment equal to one and one-half percent (1.5%) of an employee's annual salary, with a minimum payment equal to no less than one-thousand (\$1,000) dollars.**

The following section is not for inclusion in the published Collective Bargaining Agreement:

The Union acknowledges that the 0.5 percent increase referenced above in Section 12.1(A) fully satisfies and fulfills any and all obligation that the Employer has or may have to it or its members pertaining to Paid Family and Medical Leave (PFML) contribution. Specifically, the Union hereby waives its rights to assert, and hereby relinquishes any and all claims, whether pending or to be brought, regarding the Employer's obligation to bargain over the amount of the PFML contributions to be paid by its members, and regarding any entitlement to compensation or reimbursement for PFML contributions paid since October 2019 or to be paid by its members at the maximum allowable employee contribution rate determined by the Department of Family and Medical Leave (DFML). The Union agrees it shall withdraw any matter pending matters related to all claims associated with PFML contributions.

Notwithstanding the above, in the event that the DFML establishes a PFML contribution rate for which the maximum allowable employee share exceeds 0.5 percent, upon request by the Union, the parties shall bargain over the impact of that contribution rate.

Section 12.4

- B. In the event an employee is denied a step-rate increase by his/her Appointing Authority, he/she shall be given a written statement of the reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step-rate increases **except in circumstances when an employee qualifies for Family and Medical Leave (FMLA),**

Paid Family and Medical Leave (PFML), or any other unpaid leave taken pursuant to Article 8.

ARTICLE 19 SAFETY AND HEALTH

The following section is not for inclusion in the Collective Bargaining Agreement:

In accordance with Article 19, Section 19.8 of the collective bargaining agreement, the parties agree as follows:

- **The Department has prescribed certain work clothing (“uniforms”) for Motor Equipment Mechanics (MEM classification) and Welder/Mechanics and will thus provide and launder such uniforms at the Department’s expense.**

ARTICLE 30 DURATION

This Agreement shall be for the three (3) year period from ~~July 1, 2017 through June 30, 2020~~ **July 1, 2020 through June 30, 2023** and the terms contained herein shall be effective upon execution unless otherwise specified. It is expressly understood and agreed that subject to ratification by the Union 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, 2020~~3~~ this Agreement shall remain in full force and effect until a successor Agreement is executed. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after ~~January 1, 2020~~ **January 1, 2023**.

[SIGNATURES ON THE NEXT PAGE]

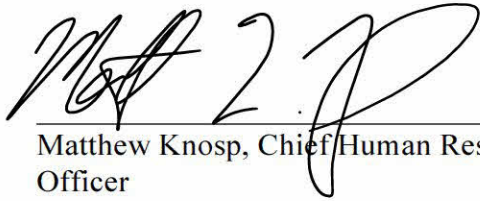
For the Massachusetts Department of
Transportation:



Olinda R. Marshall, Chief Labor
Negotiator

12/24/2021

Date



Matthew Knosp, Chief Human Resources
Officer

12/24/2021

Date

For the Coalition of MassDOT Unions for
Unit C:

George McGilloway, Secretary-
Treasurer/Principal Executive Officer,
Teamsters Local 127, Chair CMU Unit C

Date

Laurie Carlson, President, USW Local
5696

Date

Leo Munroe, President, NAGE, Local R1-
219

Date

Tom McKeever, President, SEIU, Local
888

Date

Paul L Faria

Paul Faria, Staff Representative, AFSCME
Council 93

04/Jan/2022

Date

Tim Long, Business Agent, IBEW, Local
103

Date