



Collective Bargaining Agreement

between the

**Commonwealth of Massachusetts Department of
Transportation**

and

**The Coalition of MassDOT Unions
Bargaining Unit E**

comprised of

**The Massachusetts Organization of State Engineers &
Scientists (MOSES)**

and

United Steel Workers (USW) - Local 5696

July 1, 2014 - June 30, 2017

IMPORTANT INFORMATION CONCERNING THIS PUBLICATION

This is not an official publication. This draft from the bargaining agents of Unit E is meant as a general reference point for agreed upon terms of employment while the official document is under review by MassDOT.

The purpose of this publication is to provide a convenient reference source to those interested in the collective bargaining agreements; supplemental agreements; supporting job groups and rate tables; and memoranda of understanding that govern the employee / employer relationship for MassDOT – Union E personnel.

Be aware that there are still some errors and inconsistencies in the information provided since the labor negotiations concluded without addressing all inconsistencies or reviewing/resolving all problems. In the interest of providing as complete a set of documents as possible while also not making any clerical edits that might affect or influence the interpretation and effectiveness of the language these errors and inconsistencies were left unchanged in this publication.

Additionally, since the language contained herein drew from prior collective bargaining documents there was an effort to update the references to the affected Union(s) and MassDOT administration structure to make it current and relevant. However, this effort as well is not fully complete so for example there may still be references to “MOSES” and “Unit 9” where the more appropriate references might be “the Union” or “Unit E”.

PREAMBLE

This collective bargaining agreement entered into this 23rd day of July 2014 by the Commonwealth of Massachusetts Department of Transportation, acting through the Secretary of Transportation and his/her Human Resource Division, hereinafter referred to as the "EMPLOYER", or MassDOT; and by the Coalition of MassDOT Unions - Bargaining Unit E acting through its component Unions, MOSES and the USW hereinafter referred to as "Unit E", or "The Union(s)", and has as its purpose the promotion of harmonious relations between Unit E and the Employer.

**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 E

This Memorandum of Agreement ("MOA") is entered this _____ of July 2014 by and between the Massachusetts Department of Transportation ("MassDOT" or "Employer") and the Coalition of MassDOT Unions, hereinafter referred to as the "Union" or the "CMU", which is composed of the Massachusetts Organization of State Engineers and Scientists ("MOSES") and United Steelworkers Local 5696 ("USW").

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 9 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 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 E 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.

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ARTICLE 1 RECOGNITION

Section 1.1

The Employer recognizes the Union as the exclusive collective bargaining representative of employees of MassDOT in job titles in Unit E as set forth on the attached Appendix A-1. The parties acknowledge that any job title that was in existence on the effective date of this agreement not appearing on Appendix A-1 has been intentionally excluded.

In order to establish and maintain clear and concise employee/labor relations policy, the parties agree that the Office of Labor Relations and Employment Law, on behalf of the Secretary of Transportation, is solely responsible for the development and implementation of all labor and employee relations policies. Only the 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 as the exclusive union representative for Bargaining Unit E.

The Employer may engage intermittent seasonal employees on a per diem basis from November 1 to April 15 each year to supplement staffing levels during snow and ice operations. Such employees shall be used for manual labor and for operating plowing, sanding or other equipment during snow and ice operations or weather related events and shall not be used as substitutes for any MassDOT bargaining unit employees, except in instances where all qualified bargaining unit employees who are willing to work the event have first been offered the opportunity. Intermittent seasonal 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.

Section 1.2

As used in this contract the term "employee" or "employees" shall

- A. include full-time and regular part-time persons employed by MassDOT in job titles in the bargaining unit included in Section 1.1 above, including federally funded employees and seasonal employees whose employment is for a period of ninety (90) consecutive days or more.
- B. exclusion:
 - (1) all managerial and confidential employees;
 - (2) all employees employed in short term jobs established by special federal or state programs such as summer jobs for underprivileged youths; and
 - (3) all intermittent employees.
- C. A full-time employee is defined as an employee who normally works a full workweek and whose employment is expected to continue for twelve (12) months or more, or an employee

who normally works a full workweek and has been employed for twelve (12) consecutive months or more.

- D. A regular part-time employee is defined as an employee who is expected to work fifty (50) percent or more of the hours in a work year of a regular full-time employee in the same title.
- E. An intermittent employee is defined as an employee who is neither a full-time nor a regular part-time employee whose position has been designated as an intermittent position by his/her Employer in accordance with existing written procedures of the Personnel Administrator or those procedures as hereafter amended.

ARTICLE 2 RULES AND REGULATIONS

The Rules and Regulations governing Vacation Leave, Sick Leave, Travel, Overtime, Military Leave, Court Leave, Other Leave, Charges and State Personnel, Accident Prevention, as Authorized by Section 28 of Chapter 7 of the General Laws ("Red Book") and those Rules and Regulations governing Classifications, Salaries, Allocations, Individual Reallocations, Salary Increments as authorized by Section 45(5) and Section 53 of Chapter 30 of the General Laws ("Gray Book") shall not apply to employees covered by this Agreement.

ARTICLE 3 UNION SECURITY DUES/AGENCY FEE CHECK OFF

Section 3.1

Unit E shall have the exclusive right to the check off and transmittal of dues on behalf of each employee.

Section 3.2

An employee may consent in writing to the authorization of the deduction of dues from his/her wages and to the designation of Unit E as the recipient thereof. Such consent shall be in a form acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw his/her Unit E dues check-off authorization by giving at least sixty (60) days notice in writing to his/her department head, and by filing a copy thereof with the Treasurer(s) of Unit E.

Section 3.3

An employee may consent in writing to the authorization of the deduction of an agency fee from his/her wages and to the designation of Unit E as the recipient thereof. Such consent shall be in a form acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw his/her agency fee authorization by giving at least sixty (60) days notice in writing to his/her department head, and by filing a copy thereof with the Treasurer(s) of Unit E.

Section 3.4

The Employer shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with Departmental policy as of July 1, 1976 to the Treasurer(s) of Unit E together with a list of employees whose dues or agency fees are transmitted provided that the State Treasurer is satisfied by such evidence that he may require that the Treasurer(s) of Unit E has/have given to Unit E a bond, in a form approved by the Commissioner of the Department of Revenue, for the faithful performance of his/her duties, in a sum and with such surety or securities as are satisfactory to the State Treasurer.

ARTICLE 4 AGENCY FEE

Section 4.1

Each employee who elects not to join or maintain membership in Unit E shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment or the execution of this Agreement, whichever is later, a service fee to Unit E in an amount not to exceed the amount of periodic dues paid by employees who are members of Unit E.

Employees electing to pay an agency service fee shall receive a year-end rebate from Unit E. Said rebate shall consist of the percentage of the agency service fee paid which is equal to the percentage of total annual revenue expended for the following activities:

- (1) contributions to political candidates or political committees formed for a candidate or political party;
- (2) publicizing of an organizational preference for a candidate for political office;
- (3) efforts to enact, defeat, repeal or amend legislation unrelated to wages, hours, standards of productivity and performance, and other terms and conditions of employment, and the welfare of the working environment of employees represented by the exclusive bargaining agent or its affiliates;
- (4) contributions to charitable, religious or ideological causes not germane to its duties as the exclusive bargaining agent;
- (5) benefits which are not germane to the governance or duties as bargaining agent and available only to the members of the employee organization.

Unit E will pay for an independent audit which will include verification of the aforementioned expenses on an annual basis. If an employee challenges the computation of the rebate, Unit E agrees to submit the issue to an arbitrator chosen through the American Arbitration Association's mutual selection process.

Section 4.2

This Article shall not become operative as to employees in any statewide bargaining unit certified to Unit E until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in that bargaining unit present and voting.

Section 4.3

Unit E shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of Unit E for not paying the agency service fee. Unit E will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency service fee. In such litigation the Employer shall have no obligation to defend the termination.

Section 4.4

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer to pay such agency service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the agency service fee in accordance with this Article the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required agency service fee after having sufficient time to do so.

Section 4.5

Neither MassDOT nor Unit E shall discriminate against an employee on the basis of membership, non-membership or agency fee status in the employee organization or its affiliates.

Employees electing to pay an agency service fee will be provided with the same representation as union members under the Unit E Collective Bargaining Agreement. Accordingly, Unit E may not refuse to process a grievance based on an employee's non-membership in the union. Non-members are also eligible for the same dental and vision coverage as union members under the Health and Welfare Trust Fund outlined in Article 13B.

ARTICLE 5 UNION BUSINESS

Section 5.1 **Union Representation**

Union staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the Employer with a list of staff representatives and their areas of jurisdiction, and provide prompt notice of any changes.

Section 5.2 **Union Stewards**

Union stewards or 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. Grievants shall be permitted to have 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 at any one time.

Section 5.3 **Paid Union Leave of Absence**

Leaves of absence without loss of wages, benefits, or other privileges to attend meetings, conventions, and executive board meetings of the local, city, state, regional, and parent organizations may be granted to Union officers, stewards, and elected delegates of the Union.

Paid Executive Board meetings shall be limited to a total of twelve (12) days per year for twelve (12) Union officers.

Reasonable time off without loss of wages, benefits, or other privileges may be granted to Union negotiating committee members for attendance at negotiating sessions and related Union caucuses.

Reasonable time off without loss of wages, benefits, or other privileges may be granted to representatives and officers of the Union to attend joint Union/Management meetings.

All leave granted under this section shall require prior approval of the Director of the Office of Labor Relations and Employment Law.

Section 5.4 **Unpaid Union Leave of Absence**

Upon request by Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one (1) year and may be extended for one (1) or more additional periods of one (1) year or less at the request of the Union. Advance approval of the Director of Human Resources is required for all such leaves of absence or the extension thereof. Employees on such leave shall not accrue nor utilize paid leave during the leave of absence. Approved requests will be granted by the Employer up to a maximum of three (3) persons for Unit E provided no adverse effect on the operations of the department/agency results.

Section 5.5 **Attendance of Hearings**

Except as provided in the MOU "Regarding Union Leave", representatives and officers of Unit E may be granted leave of absence without pay to attend hearings before the Legislature and State agencies concerning matters of importance to Unit E. Such leave will require prior approval of MassDOT. Unit E will make every reasonable effort to notify MassDOT three (3) days in advance of such hearings.

Section 5.6 **Union Use of Premises**

The Unions shall be permitted to use those facilities of the Employer for the transaction of Union business during working hours which have been used in the past for such purpose, and to have reasonable use of the Employer'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.

Section 5.7 **Bulletin Boards**

The Unions may post notices on bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the Employer for employees to read. All notices shall be on MOSES or USW stationery, signed by an official of MOSES or USW, and shall only be used to notify employees of matters pertaining to MOSES or USW affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of MassDOT or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

Section 5.8 **Employer Provision of Information**

The Employer shall continue to provide the Union with the same or similar bargaining unit information that it currently provides. In the event the Commonwealth discontinues providing the Union with any 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.

Section 5.9 **Orientation**

Where the department/agency provides an orientation program for new employees, one-half (0.5) hour shall be allotted to MOSES & USW and to the new employees during which time a MOSES or USW representative may discuss the Union with the employees.

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, sex, sexual orientation, age, ethnicity, mental or physical disability, union activity, gender identity, gender expression, military or veteran status.

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, mental or physical disability, 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.

Section 6.3

The Statewide MOSES/Management Committee established pursuant to Article 26 shall give priority to the area of affirmative action. The Committee shall review affirmative action programs and

shall devote its best efforts to alleviating any obstacles that are found to exist to the implementation of the policy and commitments contained in the Governor's Executive Order No. 227 dated February 25, 1983 or as subsequently amended.

Section 6.4

The Employer and Unit E acknowledge that sexual harassment is a form of unlawful sex discrimination, and the parties mutually agree that no employee should be subjected to such harassment. The term sexual harassment as used herein is conduct such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which constitutes sexual harassment when:

- A. Submission to or rejection of such advances, requests or behavior is made, either explicitly or implicitly, a term or condition of employment or the basis for an employment decision; or
- B. Such behavior has the purpose or effect of unreasonably interfering with work performance; or
- C. Such behavior has the purpose or effect of creating an intimidating, hostile, humiliating or sexually offensive working environment.

Section 6.5

A grievance alleging a violation of Section 6.4 of this article shall be filed initially at Step 2 of the grievance procedure. Such action must be brought within twenty one (21) days from the alleged act or occurrence. However, an employee who has filed a complaint alleging sexual harassment under the Commonwealth's Statewide Sexual Harassment Policy may not file a grievance regarding those same allegations under this section.

Section 6.6

There shall be no discrimination by the Employer or its Agent against any employee because of his/her activity or membership in MOSES or the USW.

Section 6.7

The Employer shall not interfere with MOSES' or USW's legal rights to self operation, nor shall any officer or representative of Unit E be prevented from serving in his/her capacity under the law.

ARTICLE 6A MUTUAL RESPECT

MassDOT and Unit E agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient conduct of MassDOT's business. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated. Employees who believe they are subject to such behavior should raise their concerns with an appropriate manager or supervisor as soon as possible, but no later than ninety (90) days from the occurrence of the incident(s). In the event the employee(s) concerns are not addressed at the Agency level,

whether informally or through the grievance procedure, within a reasonable period of time, the employee or Unit E may file a grievance at Step 2 of the grievance procedure as set forth in Article 23A. If an employee, or either of the component Unit E Unions requests a hearing at Step 2, such hearing shall be granted. Grievances filed under this section shall not be subject to the arbitration provisions set forth in Article 23A. No employee shall be subject to discrimination for filing a complaint, giving a statement, or otherwise participating in the administration of this process.

ARTICLE 7 WORKWEEK AND WORK SCHEDULES

Section 7.1 **Scheduled Hours, Workweek, Workday**

- A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one-half (37.5) hours per week excluding meal periods or forty (40.0) hours per week excluding meal periods, as has been established for that job title at the particular job location. Any employee whose regular workweek has averaged more than forty (40.0) hours excluding meal periods in the past shall have a forty (40.0) hour work week.
- B. The work schedule, both starting times and quitting times, of employees shall be posted on a bulletin board at each work location or otherwise made available to employees and Unit E stewards.
- C. When the Employer desires to change the work schedule of an employee he shall give the affected employee at least ten (10) days written notice of such contemplated change, except in cases of emergency involving the protection of the property of MassDOT or involving the health and safety of those persons whose care and/or custody have been entrusted to MassDOT. However, a declaration of emergency shall not be used for the purpose of avoiding the payment of overtime.
- D. To the extent practicable, the normal workweek shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable employees in continuous operations shall receive two (2) consecutive days off in each seven (7) day period. This subsection should not apply to employees in authorized flexible hours programs.
- E. The parties acknowledge the benefit of establishing alternative work schedules, including but not limited to flexible hours, staggered hours, part-time and job sharing where such programs contribute to the efficient delivery of state services. The MOSES/Management Committee established pursuant to Article 26 of this Agreement shall meet to determine the feasibility of establishing such options where they do not currently exist, to monitor existing programs, and to recommend changes where appropriate. Upon the written request of either party, MOSES shall meet with local and central office representatives relative to developing and implementing flex-time/alternative-work schedules where feasible for an individual worksite/facility or for the department/agency. Following said meetings where there continues to be any unresolved issues the areas of dispute may be brought at the request of either party to the Human Resources Division to work toward a possible

resolution. All agreements reached pursuant to the above paragraph shall be submitted to MOSES and the Human Resources Division for approval.

Section 7.2 **Overtime**

- A. Overtime shall be voluntary except in an emergency. There shall be no discrimination or discipline taken against any employee who declines to work overtime in a non-emergency situation.
- B. An employee shall be compensated at the rate of time and one-half (1.5x) his/her regular rate of pay for authorized overtime work performed in excess of forty (40.0) hours per week. A part-time employee shall be compensated at the rate of time and one-half (1.5x) his/her regular hourly rate of pay for authorized overtime work performed in excess of eight (8.0) hours in his/her regular workday except that a part-time employee whose regular workday is more than eight (8.0) hours shall be compensated at the rate of time and one-half (1.5x) his/her regular rate of pay for authorized overtime work performed in excess of his/her regular workday.
- C. An employee whose regular workweek is less than forty (40.0) hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty (40.0) hours per week that is in excess of his/her regular workweek.
- D. The Employer shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday. This paragraph shall not apply to employees who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the Employer to participate in an approved voluntary flexible hours program that has been duly authorized by the appointing authority.

Where operations such as hazardous waste spill cleanup, medical emergency, safety control, bituminous concrete placement, cement concrete placement, steel erection or other critical operations that require continuous monitoring requiring an employee to work through his/her lunch period, he/she shall be granted compensatory time at the rate of time and one-half (1.5x) his/her regular hourly rate of pay for the lunch period work.

- E. 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, 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.
- F. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.
- G. The Employer shall make every effort to send out checks for overtime no later than the second payroll period following the payroll period of the overtime worked.
- H. Overtime shall be distributed as equitably and impartially as practicable among persons in

each work location who ordinarily perform such related work in the normal course of their workweek to meet the operational needs of each department/agency at each work location. Department heads and Union representatives at each location shall work out procedures for implementing this policy of distributing overtime work.

- I. The provisions of this Section shall not apply to employees on full travel status to the extent permitted by law.
- J. Upon the request of an employee, an Employer may grant at its discretion compensatory time in lieu of payment for overtime at a rate not less than time and one-half (1.5x) 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 (120) hours and may be used in one-half (0.5) hour increments. An 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 7.3 **Regular Meal Periods**

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the department/agency and the needs of the employee.

Section 7.4 **Rest Periods**

Employees shall be allowed two (2) rest periods of up to fifteen (15) minutes per workday.

Section 7.5 **Timekeeping**

Employees may be required to record their daily arrival and departure times as well as the start and end times of all breaks and meal periods in a form and manner determined by the Employer which shall, to the extent reasonably practical, be uniform for similarly situated employees.

Section 7.6 **Call Back Pay**

A. An employee who has left his/her place of employment after having completed work on his/her regular shift and is called back to a work place prior to the commencement of his/her next 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 (4) hour period. If the employee is called back during the same four (4) hour period, he/she shall not receive additional compensation above the four (4) hours of pay, unless the subsequent call extends beyond the initial four (4) hours, in which case he/she 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 (4) hour period, shall not be paid the four (4) hour minimum, unless it is unreasonable under the circumstances to require he/she 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. For the purpose of this Section, a "work place" is defined as any place other than the employee's home to which he/she is required to report to fulfill the assignment. 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 (1) hour for assignments received before 11:00 P.M. and two (2) hours for assignments received at or after 11:00 P.M..

Section 7.7 **Stand-by Duty**

- A. An employee who is required by the department head to leave instructions as to where he/she may be reached in order to report to work when necessary shall be reimbursed at a rate of seventeen dollars and fifty cents (\$17.50) for such period.
- B. The stand-by period shall be fifteen (15) hours in duration for any night stand-by duty including Saturdays, Sundays, and holidays, and shall be nine (9) hours in duration for any daytime stand-by duty including Saturdays, Sundays or holidays.
- 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 for travel distance and conditions. For purposes of this Section distance shall be measured from the employee's home.
- D. Should a department head require coverage of a work location on a twenty four (24) hour basis, such department head will establish a list of employees to be available for duty. The least senior employee in the work location shall be first on the list. Having once been put on stand-by duty, the next junior employee will be placed on stand-by duty, etc. With the approval of the department, employees may substitute for one another under this Section.
- E. Stand-by duty shall be voluntary except in the case of an emergency. There shall be no discrimination or discipline taken against any employee who declines stand-by in a non-emergency situation. Should no volunteer be available and the department head determines that an emergency exists, the department head will assign an employee to such stand-by duty.
- F. When the practice has been for the Employer to provide the employees on stand-by with a beeper, this practice shall continue.

Section 7.8 **Shift Differential**

- A. Employees rendering service on a regular basis whose regularly scheduled workday is on a second or third shift as defined in Paragraph C shall receive a shift differential of \$1.25 per hour. The hourly shift differential shall be increased as follows:

Date of Increase

Hourly Shift Differential

September 14, 2014	\$ 1.50
July 12, 2015	\$ 1.75
July 10, 2016	\$ 2.00

- B. The above shift differential shall be paid in addition to regular salary for employees when their entire workday is on a second or third shift or when the employee works any portion of a second or third shift replacing a worker who normally works such second or third shift. The overtime rate for employees who are entitled to a shift differential shall be computed based on the following method: the regular hourly salary rate plus the hourly shift differential times one and one-half (1.5x) equals the overtime rate.
- C. For the purposes of this Section only, a second shift shall be one that commences at 1:00 P.M. or after and ends not later than 2:00 A.M. and a third shift shall be one that commences at 9:00 P.M. or after and ends not later than 9:00 A.M..

**ARTICLE 8
LEAVE**

*Effective on or about November 1, 2015, MassDOT will transition from monthly accruals for sick and vacation benefits to biweekly accruals. 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 biweekly leave accrual is implemented as provided in this Agreement.

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 of employment:

<u>Scheduled Hours</u>	<u>Sick Leave Accrued</u>
75.0 Hours bi-weekly	4.326975 Hours
80.0 Hours bi-weekly	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 accumulate sick leave credit 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, to an employee only under the following conditions:
1. When an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
 2. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others; and

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. An employee may use up to a maximum of sixty (60) days per calendar year for the purposes of:
 - a. caring for the spouse, child, or parent of either the employee or his/her spouse or a relative living in the immediate household who is seriously ill; or,
 - b. family leave due to the birth, adoption or placement of a child, to be concluded within twelve (12) months of the date of the birth, adoption or placement. 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, adoption or placement 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.A.7. Of the sixty (60) days per calendar year provided herein, an employee may use a maximum of ten (10) days per calendar year to attend to necessary preparations and legal requirements related to the employee's adoption of a child.
 5. An employee shall be entitled to use up to ten (10) days per calendar year for necessary preparations and/or legal proceedings related to foster care of DCF children, such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. The Director of Human Resources 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.
- D. A full-time employee shall not accrue full sick leave credit for any bi-weekly pay period in which he/she was on leave without pay. 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 workdays, or when the Employer 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. The employee, if he/she so desires, may be represented at the examination by a physician of his/her 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 from a panel agreed by the Union and Employer will bear the costs of the employee's initial examinations and the examination by the physician appointed from the panel under the paragraph E.
 - F. Sick leave must be charged against unused sick leave credits in units of fifteen (15) minutes, but in no event may the sick leave credits used be less than the actual time off.
 - G. Any employee having no sick leave credits, who is absent due to illness, may be placed at the discretion of the Employer on elect vacation leave, any accrued compensation time leave or leave without pay. Such leave shall be charged on the same basis as provided in subsection (F).

- 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 prior employment. An employee who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by MassDOT, 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 MassDOT in the line of duty, and for which said employee would be entitled to receive Worker's Compensation benefits.
- I. A regular part-time employee shall not accrue sick leave credit for any bi-weekly pay period in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one (1) day of service of a full-time employee.
- J. Employees requesting sick leave under this Article must notify the Employer's designated representative 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 before the start of work on each day of absence. Failure to provide proper notification may result in denial of sick leave. Such notice must include the general nature of the condition and the estimated period of time for which the employee will be absent. Where circumstances warrant, the Employer shall reasonably excuse the employee from such daily notification.
- K. Where the Employer 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 sixty (60) day period, or seven and one-half (7.5) 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 that s/he may be required to produce medical evidence for future use of sick leave.

In order to clarify existing practice, satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor, or Dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury, unless identified as being of a confidential nature; a statement that the employee was unable to perform his or her duties due to the specific illness or injury on the days in question; and a prognosis for the employee's return to work. In cases where the employee is absent due to a family or household illness or injury, as defined in Section 1(C) 2 of this Article, satisfactory medical evidence shall consist of a signed statement by medical personnel mentioned above indicating that the person in question has been determined to be seriously ill and needing care on the days in question. A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider as mentioned above, and shall list an address and telephone number. Failure to produce such evidence within seven (7) days of its request may result, at the discretion of the Employer, in denial of sick leave for the period of absence.

- L. Where the Employer, or the designated person in charge if the Employer 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 Employer or the designated person in 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 will be made to the Union as soon as possible by the 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 by a physician of his/her own choice, in which case such examination and cost shall be the responsibility of the employee. However, the Employer shall reserve the right to obtain a second opinion from a MassDOT designated physician to determine fitness for work. Such cost shall be borne by the Employer. If the employee's physician determines that the employee is fit for work and the Employer designated physician disagrees, the employee will not be returned to work until a third physician appointed from a panel agreed to by the Employer and Union as provided in Article 8.1.E above examines the employee and determines that he/she is fit for work. The cost of the panel physician shall be borne by the Employer.

- M. No employee shall be entitled to a leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee.
- N. Employees whose service with MassDOT is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty percent (20%) of the value of their unused accrued sick leave at the time of their retirement. Upon the death of an employee who dies while in the employ of MassDOT, twenty percent (20%) of the value of the unused sick leave which the employee had personally earned and accrued as of the time of death shall be paid in the following order of precedence, as authorized by the Employer of the deceased employee: 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. It is understood that any such payment will not change the employee's pension benefit.
- O. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

Section 8.2 **Paid Personal Leave**

- A. Full-time employees hired after April 30, 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>
37.5 hours per week	22.5 hours
40.0 hours per week	24.0 hours

- B. Full-time employees hired on or before April 30, 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>
37.5 hours per week	37.5 hours
40.0 hours per week	40.0 hours

Such personal leave may be taken during the following twelve (12) months at a time or times requested by the employee and approved by the Employer. Full-time employees hired or promoted into the bargaining unit after January 1 of each year who have not been credited with personal leave during said year will be credited with personal leave days in accordance with the following schedule:

<u>Date of Hire or Promotion into Unit</u>	<u>Scheduled Hours per Week</u>	<u>Personal Leave Hours Credited</u>
January 1 – March 31	37.5 40.0	22.5 Hours 24.0 Hours
April 1 – June 30	37.5 40.0	15.0 Hours 16.0 Hours
July 1 – September 30	37.5 40.0	7.5 Hours 8.0 Hours
October 1 – December 31	37.5 40.0	0.0 Hours 0.0 Hours

Any paid personal leave not taken by the last Saturday prior to the first full pay period of January each year will be forfeited by the employee to the Employee Illness Leave Bank (EILB). Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be available in units of one-half (0.5) hour and may be used in conjunction with vacation leave.

An employee who cannot utilize his/her personal leave in the months of November and December due to operational needs shall be permitted to carry over one (1) day of personal leave credit not utilized, to the next calendar year.

Nothing in this Section shall be construed as giving more than three (3) days personal leave in a given calendar year to persons hired after April 30, 2012 and five (5) days personal leave in a given year to persons hired on or before April 30, 2012.

Section 8.3 **Bereavement Leave**

- A. Upon evidence satisfactory to the 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 the death of a child and within ninety (90) calendar days of the death of the employee's spouse.
- B. Upon evidence satisfactory to the 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, 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 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.

Section 8.4 **Voting Leave**

An employee whose hours of work preclude him/her from voting in a town, city, state, or national election shall upon application be granted a voting leave with pay, not to exceed two (2) hours, for the sole purpose of voting in the election.

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 appropriate summons to the department head by the employee. An employee who is assigned to the third shift shall be granted paid leave for the shift immediately preceding the jury service or court appearance.
- B. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service shall either:
 - (1) retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
 - (2) remit to the Employer the jury fees if less than his/her regular rate of compensation for the period involved.
- C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including the expenses reimbursed for travel, meals, rooms, or incidentals.
- D. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the federal government shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this Section shall not apply to an employee who is also in the employ of any town, city, or county of the Commonwealth or in the employ of the federal government or any private employer and who is summoned on a matter arising from that employment.
- E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Employer. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.
- F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four (4) or more

consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

- G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation.

Section 8.6 **Military Leave**

- A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Section 38, 40, 41, 42, or 60 of C. 33 of the General Laws, to receive pay therefor, without loss of his/her ordinary remuneration as an employee.
- B. An employee shall be entitled during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefor, without loss of his/her ordinary remuneration as an employee under Section 59 of C. 33 General Laws as amended.
- C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.
- D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.

Section 8.7 **Family and Medical Leave**

A. Family Leave

- 1. The Employer shall grant to a full time or part time employee who has completed her/his probationary period, or if there is no such probationary period, has been employed for at least three (3) 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 unless the need for additional leave is directly connected to the previous placement.
- 2. At least thirty (30) days in advance, the employee shall submit to the Employer a written notice of his/her intent to take such leave and the dates and expected duration of such leave. If thirty (30) days notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide upon request by the Employer proof of the birth or placement or adoption of a child.

3. If an employee has accrued sick leave, personal leave, compensatory leave, or vacation credits at the commencement of her/his family leave, the employee may use such leave credits for which s/he may be eligible under the sick leave, personal leave or vacation provisions of this Agreement. The Employer may, in his/her discretion, assign an employee to temporarily backfill for an employee who is on family leave. Such assignment may not be subject to the grievance procedure.
4. At the expiration of the family leave, the employee shall be returned to the same equivalent position with the same status, pay and length of service credit as of the date of his/her leave. If during the period of the leave, employees in an equivalent position have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the department.
- 5.. Employees taking an unpaid leave of absence under this provision will accrue sick and vacation leave benefits only for the first eight (8) weeks of such unpaid leave. Notwithstanding any other provisions of the Agreement to the contrary, the family leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which s/he was eligible at the time of his/her leave.
6. During the time an employee is on family leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time the leave began, provided the employee continues to pay the required employee share of premium while on leave. If the employee fails to return from leave, the Employer may recover, as provided under FMLA, the cost incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave.
7. During family leave taken in conjunction with the birth, adoption, or placement of a child, the 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 ten (10) days. For cases of foster placement, if the placement is for less than ten (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, adoption, or placement, 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.

B. Medical Leave

1. 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

her/his position. For this accompanying regulations, 29 CFR Part 825, the Employer will request medical certification at the time the employee gives notice of the need for the leave or within five (5) business days thereafter, or in the case of unforeseen leave, within five (5) business days after the leave commences. In the event of an unanticipated illness, an employee who returns to work within eight (8) working days of the beginning of their absence will not be required to return form D1 to his/her Employer.

2. Upon the submission of satisfactory medical evidence that demonstrates an existing catastrophic illness, an Appointing Authority shall grant the employee, on a one time basis, up to an additional twenty-six (26) weeks of non-intermittent FMLA leave.
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 Employer, satisfactory medical evidence. An employee requesting a medical leave shall complete the Department's FMLA form and submit it to the Employer. If the Employer has reason to doubt the validity of the medical evidence, it may obtain a second opinion at its own expense. In the event there is a conflict between the second opinion and the original medical opinion, the Employer and the employee may resolve the conflict by obtaining the opinion of a third medical provider, who is approved jointly by the Employer and the employee, at the Employer's expense.
4. Intermittent leave usage and modified work schedules may be granted where a spouse, child or parent has a serious health condition and is dependent upon the employee for care, or for a serious health condition which prevents the employee from being able to perform the functions of his/her position.

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 sixty (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 twenty-six (26) weeks of FMLA leave allowed within the previous fifty-two (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 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 twenty-six (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 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 ten (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 ten (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.

5. If the employee has accrued sick leave, personal leave, compensatory leave, or vacation leave credits at the commencement of his/her medical leave, that employee may use such leave credits for which s/he may be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement.
6. At the expiration of the medical leave, the employee shall be returned to the same equivalent position with the same status, pay and length of service credit as of the date of her/his leave. If during the period of the leave, employees in an equivalent position have been laid off through no fault of their own, the Employer will extend the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the department.
7. Between periods of unpaid medical leave, where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.
8. During the time an employee is on medical leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time the leave began, provided the employee continues to pay the required employee share of premium while on leave. If the employee fails to return from leave, the Employer may recover the cost it incurred in maintaining insurance coverage under

its group health plan for the duration of the employees leave, in compliance with the requirements set forth under the FMLA and regulations thereunder.

Section 8.8 **Non-FMLA Family Leave**

- A. Upon written application to the Employer, including a statement of any reasons, 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 who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted non-FMLA family leave for a period not exceeding ten (10) weeks. Such leave shall be without pay or benefits for such period. The Employer may, in his/her discretion, assign an employee to temporarily backfill for an employee who is on non-FMLA family leave. Such assignment may not be subject to the grievance procedure. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for care of grandparent, grandchild, sister or brother living in the same household, or child whether or not the child (or children) is natural, adoptive, foster, stepchild, or child under the legal guardianship of the employee.
- B. Ten (10) days of non-FMLA family leave may be taken in not less than one-half (0.5) day increments. However, such leave requires the prior approval of the Employer or his/her designee.
- C. If an employee has accrued sick leave, personal leave, compensatory leave, or vacation leave credits at the commencement of her/his non-FMLA family leave, that employee may use such leave credits for which s/he may be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement.
- D. Between periods of non-FMLA family leave, where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

Section 8.9 **Authorized Leave of Absence Without Pay**

- A. The department/agency head, or his/her designee, may grant an employee a leave of absence or an extension of a leave of absence upon written request filed by the employee. The written request shall include a detailed statement of the reason for the requested leave. A copy of the approved written request shall be placed in the employee's personnel file.
- B. No leave of absence for a period longer than three (3) months shall be granted pursuant to this Section without the prior approval of the Employer.
- C. If an employee shall fail to return to his/her position at or before completion of the period for which a leave of absence has been granted, the Employer shall, within fourteen (14) days after the completion of such period, give the employee notice that his/her employment is considered to be terminated.

Section 8.10 **Education Leave**

Employees may be granted a paid leave of absence in accordance with the policies of the Employer for educational purposes, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The employee shall not suffer any loss of seniority or benefits as a result of such leave.

Section 8.11

For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, the term "day" in 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 (40.0) 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 **Domestic Violence Leave**

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/her self, 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.

ARTICLE 9 VACATIONS

*Effective on or about November 1, 2015, MassDOT will transition from monthly accruals for sick and vacation benefits to biweekly accruals. 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 biweekly leave accrual is implemented as provided in this Agreement.

Section 9.1

The vacation year shall be the period from 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 MassDOT at the end of each pay period as follows:

<u>Total Years of service</u>	<u>Scheduled Hours Bi-weekly</u>	<u>Vacation Hours Credit Accrued Bi- weekly</u>
Less than four and one-half (4.5) years.	75.0 80.0	2.88465 3.07696
Four and one-half (4.5) years, but less than nine and one-half (9.5) years.	75.0 80.0	4.326975 4.61544
Nine and one-half (9.5) years, but less than nineteen and one-half (19.5) years.	75.0 80.0	5.7693 6.15392
Nineteen and one-half (19.5) years or more	75.0 80.0	7.21155 7.692232

- B. For determining vacation status under this Article, only total years of service shall be used. All service beginning on the first working day in MassDOT and all service thereafter shall be included in "total years of service" provided there has not been any break of three (3) years or more in such service as referred to in Section 9.12 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 shall earn vacation leave credits based on the hours paid within the bi-weekly pay period.

Section 9.4

Employees will be credited with the next higher level accrual status during the pay period that includes July 1st of the fiscal year in which the employee reaches the higher accrual status.

Section 9.5

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

Section 9.6

A regular part-time employee 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.

Section 9.7

An employee who is reinstated or reemployed after less than three (3) years shall have his/her prior service included in determining his/her continuous service for vacation purposes.

Section 9.8

The Employer 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, shall be given to employees on the basis of years of service with MassDOT.

Unused vacation leave earned during the previous two (2) vacation years can be carried over on January 1 for use during the following vacation year. Annual earned vacation leave credit not used by December 31 of the second year after it was earned will be forfeited to the Employee Illness Leave Bank (EILB).

The department head is charged with the responsibility of seeing that vacation is taken in order that the employee does not lose vacation credits. Each employee shall receive annually on or before October 1, as of September 1, a preliminary statement of the available vacation credits from the local office. A central office statement shall be forthcoming to each work location by October 31 for dissemination to each employee.

The parties recognize the need to ensure the granting of personal leave, vacation, holiday and compensatory time when it is requested and as it becomes available. Towards this end the department heads and Union representatives at each work location shall work out procedures for implementing this policy of granting time off.

Section 9.9

Employees' vacation leave balances shall be charged on an hour-for-hour basis; e.g., one (1) hour charged for one (1) hour used. Charges to vacation leave may be allowed in units of not less than fifteen (15) minute increments.

Section 9.10

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.

Upon the death of an employee who is eligible for vacation credit under this Agreement, the Director of Human Resources, 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 9.11

Employees who are reinstated or who are reemployed shall be entitled to their vacation status at the termination of their previous service and allowed such proportion of their vacation under Section 9.2 of this Article. No credit for previous service may be allowed where reinstatement occurs after absence of three (3) years unless approval of the Personnel Administrator is secured for any of the following reasons:

- A. Illness of the employee;
- B. Dismissal through no fault or delinquency attributable solely to the employee;
- C. Injury while in the service of the Commonwealth in line of his/her duties and for which the employee would be entitled to receive Worker's Compensation benefits.

Section 9.12

Vacation credits shall accrue to an employee while on leave with pay status or on industrial accident leave.

Section 9.13

Vacation leave earned following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

Section 9.14

If an employee is on industrial accident leave and has available vacation credits which have not been used and who, because of the provisions of Section 9.8 of this Article would lose such vacation credits, the Employer shall convert such vacation credits to sick leave credits in the new calendar year beginning with the first full pay period in January.

Section 9.15

Upon approval of the Employer or his/her designee, an employee may be eligible to redeem up to seven (7) days of vacation leave credits per calendar year. Payment for such credits shall be at the employee's hourly base salary rate as of the date of approval. The provision shall be extended to part-time employees in the same proportion that his/her service bears to full-time service. Employees receiving workers compensation benefits are ineligible for redemption of vacation credits.

Section 9.16

For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, the term "day" in 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 (40.0) 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.

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
- Patriots' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Section 10.2

All holidays shall be observed on the Commonwealth's legal holiday unless an alternative day is designated by the Employer.

Section 10.3

When a holiday occurs on the regular scheduled workday of an employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such holiday.

Section 10.4

When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is five (5) or more days, he/she at the option of the Employer shall receive pay for one (1) day at his/her regular rate or one compensatory day off with pay within sixty (60) days following the holiday to be taken at a time requested by the employee and approved by the agency head.

Section 10.5

Notwithstanding any other contract provisions, an employee who is required to work his/her regular shift on a holiday (and the employee was not otherwise scheduled to work said holiday), shall be entitled to elect, for the first five (5) times per calendar that such occurs to receive either: (a) one (1) day's pay in addition to regular pay for compensation for working on the holiday; or (b) a compensatory day off with pay within sixty (60) days following the holiday to be taken at a time requested by the employee and 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 (1) day at his/her regular rate of pay in addition to pay for the holiday worked.

Once five (5) such occasions per calendar year have passed, the employee shall then receive a compensatory day off with pay within sixty (60) days following the holiday to be taken at a time requested by the employee and 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 (1) day at his/her regular rate of pay in addition to pay for the holiday worked.

Section 10.6

An employee who is on leave without pay or absent without pay for that part of his/her scheduled workday immediately preceding or immediately following a holiday that occurs on a regularly scheduled workday for which the employee is not required to work shall not receive holiday pay for the holiday.

The above procedure may be waived by the Employer if an employee is tardy due to severe weather conditions or if an employee is tardy for not more than two (2) hours due to events beyond the control of the employee. Denial of said waiver by the Employer may be appealed up to Step 2 of the grievance procedure if the Union feels that such denial was arbitrary or capricious.

Section 10.7

An employee who is granted sick leave for a holiday or part of a holiday on which he/she is scheduled to work shall not receive holiday pay or a compensatory day off for that portion of the holiday not worked.

Section 10.8

A part-time employee shall earn pay for a holiday or compensatory time in the same proportion that his/her part time service bears to full-time service.

A part-time employee who is scheduled but not required to work on a holiday, who receives less holiday credit than the number of hours he/she is regularly scheduled to work, may use other available leave time, or upon the request of the employee and approval by the appointing authority, subject to operational needs, may make up the difference in hours that same workweek. The scheduling of these hours will be at a time requested by the employee and approved by the appointing authority, subject to operational needs.

Section 10.9

For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, the term "day" in respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half (7.5) or (8.0) eight hour workday shall mean seven and one-half (7.5) or (8.0) 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 (40.0) forty 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.

ARTICLE 11 EMPLOYEE EXPENSES

Section 11.1

- A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment he/she shall be reimbursed at the rate per mile. Mileage shall be determined by the odometer reading of the motor vehicle, but may be subject to review for reasonableness by the Employer who shall use a web-based service as a guide.

Employees on authorized travel will be reimbursed for parking and tolls.

- B. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment or between his/her regularly assigned office and his/her temporary assignment whichever is less.
- 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 an employee's home may be designated as his/her regular office by his/her Division Head for the purposes of allowed transportation expenses in cases where the employee has no regular office or other work location.

Section 11.2

- A. An employee who is assigned to duty that requires him/her to be absent from his/her home for more than twenty four (24) hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, including tips, not to exceed the following amounts:

<u>Meal</u>	<u>Maximum Allowance</u>	<u>Applicable Period</u>
Breakfast	\$ 3.50	3:01 A.M. to 9:00 A.M.
Lunch	\$ 5.50	9:01 A.M. to 3:00 P.M.
Supper	\$ 8.50	3:01 P.M. to 9:00 P.M.

- B. On the first day of assignment to duty in excess of twenty four (24) hours employees shall not be reimbursed for breakfast if such assignment commences after 6:00 A.M., for lunch if such assignment commences after 12:00 P.M. or for supper if such assignment commences after 10:00 P.M..
- C. On the last day of assignment to duty in excess of twenty four (24) hours employees shall not be reimbursed for breakfast if such assignment ends before 6:00 A.M., for lunch if such assignment ends before 12:00 P.M. or for supper if such assignment ends before 6:00 P.M..
- D. For travel of less than twenty four (24) hours commencing two (2) hours or more before compensated time employees shall be entitled to the above breakfast allowance. For travel of less than twenty four (24) hours ending two (2) hours or more after compensated time employees shall be entitled to the above supper allowance. Employees are not entitled to the above lunch allowance for travel of less than twenty four (24) hours.

- E. The parties agree that they will meet within six (6) months of the signing of this Agreement to discuss the possible institution of a per diem flat rate for employees who are required to travel out of state or for assignments of more than twenty-four (24) hours.

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:

<u>Meal</u>	<u>Maximum Allowance</u>	<u>Applicable Period</u>
Breakfast	\$ 2.75	3:01 A.M. to 9:00 A.M.
Lunch	\$ 3.75	9:01 A.M. to 3:00 P.M.
Supper	\$ 5.75	3:01 P.M. to 9:00 P.M.
Midnight Snack	\$ 2.75	9:01 P.M. to 3:00 A.M.

Section 11.4

Reimbursement of any employee expenses pursuant to this Article shall be contingent upon the submission of requests within reasonable timeframes established by the Employer. The Employer shall reimburse the employee within the same reasonable time frames absent exigent circumstances.

ARTICLE 12 SALARY RATES

Section 12.1

The following shall apply to full time employees:

A. Effective July 13, 2014, employees within the salary range who meet the eligibility criteria provided in Section 3 of this Article shall receive a 1.5% salary increase. 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 \$750.00.

B. Effective January 11, 2015, employees within the salary range who meet the eligibility criteria provided in Section 3 of this Article shall receive a 1.5% salary increase. 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 \$750.00.

C. Effective July 12, 2015, employees within the salary range who meet the eligibility criteria provided in Section 3 of this Article shall receive a 1.5% salary increase. 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 \$750.00. Any employee who returns to the salary scale as a result of the July 12, 2015 increase will receive \$750.00 less the amount of the total salary increase received through January 9, 2016.

D. Effective January 10, 2016, employees within the salary range who meet the eligibility criteria provided in Section 3 of this Article shall receive a 1.5% salary increase.

E. Effective July 10, 2016, employees within the salary range who meet the eligibility criteria provided in Section 3 of this Article shall receive a 1.5% salary increase.

F. Effective January 8, 2017, employees within the salary range who meet the eligibility criteria provided in Section 3 of this Article shall receive a 1.5% salary increase.

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 0.025 of the total base wage payroll for the bargaining unit as of June 14, 2014 to fund benefits, other than across the board base wage increases, as agreed by the Employer and Union. The Employer and Union agree to use those funds to establish a new Step 14 for all job grades to be effective January 11, 2015 as set forth on the salary chart attached as Appendix A-2. All employees who meet the eligibility criteria of Section 12.3 and Section 12.5 who have fifty-two (52) weeks of credible service in Step 13 as of January 11, 2015 will be moved to Step 14 effective January 11, 2015.

B. In FY 2016 an amount equal to 0.025 of the total base wage payroll for the bargaining unit as of June 14, 2014 to fund benefits, other than across the board base wage increases, as agreed by the Employer and Union. The Employer and Union agree to use those funds to increase the Step 14 salary rate for all job grades effective January 10, 2016 as set forth on the salary chart attached as Appendix A-2.

C. In FY 2017 an amount equal to 0.025 of the total base wage payroll for the bargaining unit as of June 14, 2014 to fund benefits, other than across the board base wage increases, as agreed by the Employer and Union. The Employer and Union agree to use those funds to increase the Employer contribution to the Health and Welfare Fund by \$2.00. The remainder of the funds will be used to increase the Step 14 salary rate for all job grades effective January 8, 2017 as set forth on the salary chart attached as Appendix A-2.

Section 12.3

Employees who receive a "below" rating on their annual EPRS evaluation shall not be eligible to receive the salary increases or bonuses provided in Section 12.1 or Section 12.2 of this Article nor any step increases. Employees who receive a "below" rating will have their performance reviewed on a monthly basis in accordance with Article 24A and Supplemental Agreement III of this Agreement and will become eligible for the salary and step increase previously denied effective upon the date of receiving a "satisfactory", "meets", or "exceeds" rating.

Section 12.4

Job groups, salary rates and the effective dates of salary increases of full-time employees are set forth in Appendix A-1 through A-2 which are attached hereto and hereby made a part of this Agreement.

Section 12.5

- A. An employee shall continue to advance under the terms of this Agreement to the next higher salary step in his/her job group, unless he/she is denied such step-rate increase by his/her Employer, after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her assignment to that job group until the maximum salary rate is reached. In the event an employee is denied a step-rate increase, he/she shall be given a written statement of the reasons therefore not later than five days (5) 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.
- B. Whenever an employee receives a promotion to a higher job group, the employee's new salary rate shall be calculated as follows:
 - 1. Determine the employee's salary rate at his/her current job group;
 - 2. Find the next higher step within the employee's current job group, or, for employees at the maximum rate within their current job group, multiply the employee's current salary rate by one plus three one-hundredths (1.03);
 - 3. Compare the resultant amount to the rates for the higher job group into which the employee is being promoted;
 - 4. The employee's salary rate shall be the first rate in the higher job group which at least equals the resultant amount.

Section 12.6

A regular part-time employee shall be entitled to the provisions of this Article in the proportion that his/her service bears to full-time service.

Section 12.7

An employee from within and without Unit E lowered in job group shall be placed in a step in grade in his/her new job group based upon the highest salary received through the following calculation:

- 1. credit for the step previously held in the job group plus years of service in higher job groups, or
- 2. credit for the step previously held in the next lower job group plus years of service in higher job groups plus the promotion factor of the new job group.

However, under no circumstances shall an employee receive a salary higher than that received in the position held prior to being lowered in job group.

Section 12.8

- A. An employee entering a Unit E position from a non-Unit E position in the same job group shall be placed at the first step in grade which at least equals the rate of compensation received immediately prior to his/her entry in the bargaining unit, and his/her anniversary

date shall not be changed.

- B. Employees entering a Unit E position in a higher job group from a non-Unit E position shall have their salary rate determined in the same manner as set forth in Section 12.5 (B).

Section 12.9

Notwithstanding any other provisions of this Agreement to the contrary, employees who are reinstated or reemployed within three (3) years of their involuntary separation from the Commonwealth's payroll because of layoff/displacement shall receive rates of pay based on credit for their previous years of service for the Commonwealth:

1. Such employees shall be placed in the appropriate job grade consistent with the title for which they are recalled.
2. Should such employees return to their old job grade, they will be placed in the step rate in which they were employed at the time of separation consistent with past time in service.
3. In the case of employees who return to state service in a higher or lower job grade, the practice applicable for step-rate placement for promotion or demotion shall apply.

Section 12.10

Step 1 shall become the hiring rate for employees hired or reemployed except in cases where an employee is hired by a department/agency at a salary rate, approved by the Employer, above the hiring rate.

Section 12.11 **Supplemental Duty**

An employee who provides SCUBA diving services not described in his/her official job specification shall receive ten dollars (\$10.00) per hour in addition to his/her regular rate while preparing for, performing, and disengaging from SCUBA diving services. Employees shall be guaranteed a minimum of four (4) hours compensation whenever they provide SCUBA diving services.

Section 12.12 **Overpayments**

When the Employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons therefore. The Employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid [e.g., an employee who was overpaid by five dollars (\$5.00) per pay period for six months shall refund the Employer at the rate of five dollars (\$5.00) per pay period for six (6) months] unless the Employer and the employee agree to another arrangement. A repayment schedule requested by the employee shall not be unreasonably denied. The Employer shall ensure through said recoupment that the affected employee shall neither be advantaged nor disadvantaged regarding leave accruals, retirement calculations, or other employment benefits.

Section 12.13

All employees covered by the terms and conditions of this Collective Bargaining Agreement shall be paid on a bi-weekly basis.

Salary payments shall be electronically forwarded by the Employer directly to a bank account or accounts selected by the employee for receipt.

ARTICLE 13 GROUP HEALTH INSURANCE CONTRIBUTIONS

Section 13.1

The Commonwealth and each covered employee shall pay the monthly premium rate for the Group Health Insurance Plan in a percentage amount determined by the General Court for the type of coverage that is provided for him/her and his/her dependents under the plan.

Section 13.2

The Commonwealth agrees that any costs incurred by employees covered by this Agreement as a result of co-pay and deductible increases approved by the GIC on November 20, 2009, or any subsequent such increases approved by the GIC in Fiscal year 2010 and 2011, shall be reimbursed by the Commonwealth. The Commonwealth further agrees that it will neither seek nor support an increase in the group insurance premium contribution rate for the employees covered by the Agreement. This commitment shall endure for Fiscal Year 2010 and Fiscal Year 2011.

ARTICLE 13A HEALTH AND WELFARE

Section 13A.1 **Participation in the Commonwealth Health and Welfare Trust**

The Commonwealth of Massachusetts and Massachusetts Organization of State Engineers and Scientists have established a Health and Welfare Fund under an Agreement and Declaration of Trust executed dated _____ (the "Trust") which provides certain health and welfare benefits to employees of the Commonwealth and their dependents. MassDOT and the Union agree that to the extent permitted by the Trust, bargaining unit employees and their dependents shall be provided dental, vision and other benefits as determined by the Trust. MassDOT shall have no obligation to provide or maintain any health and welfare benefits not provided under the trust. 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 Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

Section 13A.2 **Funding**

Effective the first pay period in June 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$15.00 per calendar week.

The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to (1) provide health and welfare benefits; (2) develop an employee wellness program; and (3) to pay the operating and administering expenses of the Fund. The contributions shall be made by the Employer in an aggregate sum within forty five (45) days following the end of the calendar month during which contributions were collected.

Section 13A.3 **Non-Grievable**

No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in any collective bargaining agreement between the Employer and the Unions.

Section 13A.4 **Employer's Liability**

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with any responsibility connected with the determination of liability to any employee claiming any benefit from the Health and Welfare Fund. The Employer's liability shall be limited to the contributions indicated under Section 13A.2 above.

Section 13A.5 **Mutual Aid**

Unit E employees shall be allowed to assign their accrued vacation and personal leave credits to Unit E employees who suffer catastrophic illness or injury which requires paid leave in excess of their accumulated credits. Such assignment of vacation and personal leave credits shall be administered by Employer.

Section 13A.6 **Sick Leave Bank Study**

The parties agree to form a labor/management committee to study the use and administration of sick and extended illness leave banks.

ARTICLE 13B TUITION REMISSION

Section 13B.1

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;
- C. Remission benefit is subject to space available and usual and ordinary admission policies. Also subject to approval of the Board of Regents of Higher Education and policies and procedures of same;

- D. A committee shall be established to evaluate the experience of this program and to consider possible extension of the program and to make recommendations concerning both.
- 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 Human Resources Division 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 13C DEPENDENT CARE

Section 13C.1

The Employer and Unit E acknowledge that dependent care issues are of major concern to both parties. In order to address these issues, there shall be a joint Unit E/Management Committee comprised of four (4) members designated by the Employer and four (4) members designated by Unit E. The Committee shall meet on a monthly basis and shall consider issues relating to dependent care.

Section 13C.2

The Employer shall continue the voluntary Dependent Care Assistance Plan (DCAP) which complies with the requirements for federal tax deductibility.

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

Section 14.1

- A. A promotion shall mean an advancement to a higher salary grade within an employee's department/agency, except where there is more than one (1) Employer in the department/agency a promotion shall mean an advancement to a higher salary grade within the jurisdiction of the employee's Employer. This Article is applicable to all promotions except those reasonably anticipated to be for less than one (1) year and its application in all cases is restricted to employees who possess the educational, training, and/or experience requirements established by the Personnel Administrator for appointment to the relevant position. The provisions of this Article shall apply when promoting employees covered by this Agreement and other employees within the Employer to positions other than positions to be filled by appointments from a civil service eligibility list. 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 within sixty (60) days after filing its demand for Arbitration. In any class action, 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.

- B. In the event that a civil service examination for a position has been administered, but scores have not been announced, the Employer shall initially restrict eligibility for application for promotion to such position to those employees who have taken the examination. In the event that civil service has published an eligible list of those who passed a civil service examination for a position, but has not certified said list, the Employer shall initially restrict eligibility for application for promotion to such position to those who passed said examination.
- C. The parties to this Agreement acknowledge that they have litigated the issue of conflict between this Article and Chapter 31 of the General Laws. Notwithstanding said litigation, the parties have ongoing concerns relative to the interplay of this Article and the requirements of Chapter 31 of the General Laws especially with regard to provisional appointments and promotions. Accordingly, the parties agree to form a committee consisting of two (2) representatives of Unit E and two (2) representatives of the Employer, to meet and discuss the relationship of Article 14 to Massachusetts General Laws Chapter 31 as it affects provisional appointments and promotions.

The Committee shall attempt to reach agreement within one (1) year and if all parties agree, the Committee will recommend courses of action to resolve any conflicts.

- D. 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 within sixty (60) days after filing its demand for arbitration. In any class action, 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.

Section 14.2

The following factors in priority shall be used by the Employer or his designee in considering employees covered by this Agreement and other employees within the Employer who apply for promotions under the provisions of this Article:

- (1) Ability to do the job as determined by:
 - a) Experience and competence (job performance) in the same or related work
 - b) Education and training related to the vacant position
- (2) Seniority, as measured by length of service within the Employer
- (3) Work history

Section 14.3

- A. All positions to be filled shall be posted throughout the Employer's jurisdiction for seven (7) workdays. The Employer may reasonably determine the positions in which employees must be employed and/or the requisite related work experience the employee must possess in order to be eligible to apply for a given promotion. The job posting shall include the job title, salary grade and other pertinent information. The Employer may receive and consider applications from persons outside the department/agency simultaneously with applications from employees for a vacancy posted under these provisions. All positions to be filled shall be posted throughout the Employer wherever employees covered by this Agreement are employed.
- B. An employee promoted in accordance with this Article whose performance is unsatisfactory may be returned to his/her previous job title under the jurisdiction of the Employer. If an employee's performance is determined to be unsatisfactory at any time during the six (6) months probationary period, such determination shall not be subject to the grievance procedure. If the employee's performance is determined to be unsatisfactory and his/her former position is not available, he/she shall be entitled to the layoff/recall provisions of this Agreement except for employees promoted from outside the bargaining unit.
- C. If the employee so requests within two (2) weeks prior to the mid-point of the above designated probationary period, then his/her supervisor shall meet with the employee and an appropriate Unit E representative to discuss the employee's performance in the position.
- D. At any time prior to the mid-point of the above designated probationary period an employee may request to return to his/her former job title under the jurisdiction of the Employer and such request will be granted.
- E. In the event an employee is returned to his/her former job title, the employee displaced by such return shall be returned to his/her former job title. Where more than one (1) position in the backfilled job title was filled pursuant to this Article, the employee last selected shall be the one displaced.
- F. If an employee is returned to his/her former job title pursuant to the provisions of Paragraph B said employee will not be eligible for promotion pursuant to this Article for a period of one (1) year.
- G. Notwithstanding the above paragraphs, employees may return to their former job titles under these provisions provided there is a position available under the jurisdiction of the Employer.
- H. All promotions made pursuant to this Article shall be temporary appointments at least until the completion of the probationary period. All vacancies resulting from an employee's promotion pursuant to this Article shall be filled temporarily at least until the promoted employee has completed his/her probationary period.
- I. In the event that new titles are created by the Employer which the Employer considers necessary to be excluded from the provisions of this Article, it shall so notify Unit E. Unit E

may negotiate with the Employer over whether such new titles shall be subject to the provisions of this Article. If the parties are unable to agree as to whether a new title(s) should be covered by this Article, Unit E may submit its request for inclusion of specified title(s) to arbitration in accordance with the grievance procedure provided for in this Agreement. All new titles on the Employer's list shall be excluded from the promotion procedure under this Article until such time as an arbitrator determines that such titles should be covered by the provisions of this Article. Any titles which are not on a list of excluded titles shall be covered by the provisions of this Article.

- J. At the time the vacancy is filled, the unsuccessful applicant(s) for promotion to a vacancy posted under these provisions shall receive a notice on a Non-Selection Form (see Appendix C) stating the reason(s) for non-selection.

Section 14.4

- A. Employees may apply for reassignment to the same classification in another location. Such application shall be submitted in writing on a form provided by the Employer. Requests for reassignment shall remain valid for twelve (12) months or until the employee is selected or he/she rescinds the request in writing. When a position becomes available employees who have requested reassignment to the location of the available vacancy shall be considered for such position and notified. Employees may upon notification rescind their request for reassignment. Employees who rescind their request after selection may not request reassignment for a period of one (1) year. Applicants seeking reassignment shall be considered along with other candidates based on the following factors in priority:

1. Ability to do the job as determined by:
 - (a) Experience and competence (job performance) in the same or related work.
 - (b) Education and training related to the vacant position.
2. Seniority, as measured by length of state service from date of permanent appointment.
3. Work History

Should an applicant be reassigned to the same classification in another location by the above procedure he/she shall be given a thirty (30) working day probationary period in the new assignment, and if at the end of the probationary period it is determined the employee is unable to perform the duties of the new assignment, he/she shall be reassigned to his/her former duties in his/her original position. If an employee's performance is determined to be unsatisfactory at any time during such probationary period, such determination shall not be subject to the grievance procedure.

- B. Whenever a reassigned employee is found to be unsuitable and returned to his/her former duties, further consideration shall be given to the list of initial applicants under the factors enumerated in Section 14.4 (A).
- C. At the time selection is made for the reassignment of an employee(s) under Section 14.4 of these provisions, the Union shall be notified of all employees considered and which employee(s) are to be reassigned.

Section 14.5 **Shift**

A. When more than one (1) shift is required, employees in the same classification who work at that particular work location may submit a written request to their Employer or designee. Selection between employees seeking reassignment to available positions shall be made on the basis of seniority.

B. When there are no requests for shift reassignment on file, an available position shall be filled by the least senior employee capable of performing the work.

Section 14.6 **Temporary Transfers**

For the purposes of easing short-term personnel shortages in various state agencies, the Employer shall maintain a list of bargaining unit employees who have volunteered to accept a temporary transfer to another state agency for a maximum period not to exceed six (6) months. Since such temporary transfer would allow the Employer to better utilize available expertise to meet short term needs, service would be creditable for seniority purposes and the employee's job status would not be adversely affected.

Any such transfer shall require the prior approval of both departments/agencies and the employee. In addition, any party may terminate the temporary transfer without prejudice with seven (7) days notice.

ARTICLE 15 CONTRACTING OUT

*Modify the 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. 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.

Section 15.1

There shall be a special Unit E/Management Committee to advise the Employer on contracting out of personnel services. The Committee shall consist of four (4) persons designated by Unit E and four (4) persons designated by the Employer. Said committee shall develop and recommend to the Employer procedures and criteria governing the purchase of contracted services by MassDOT where such services are of a type traditionally performed by bargaining unit employees. The Committee shall examine both cost effectiveness of such contracts and their impact on the career development of Unit E members. In the case of 03 contracts with individuals, the Committee shall review them to determine whether the work to be performed is long term in nature and whether it should more appropriately be performed by regular employees.

If the Committee cannot reach an Agreement, the matter will be submitted to expedited fact-finding. Nothing in this Article shall limit the authority of the Secretary of Administration and Finance to promulgate rules and regulations covering contracting out of services pursuant to M.G.L. Chapter 29, Section 29A.

Section 15.2

In the event that either MOSES and/ or the USW desires to discuss the purchase of services which are of the type currently being provided by employees within a department/agency covered by this Agreement, MOSES and/ or the USW shall request in writing a meeting of the special Unit E/Management Committee established in Section 15.1.

Section 15.3

When a Department/agency contracts out work which will result in the layoff of an employee who performs the function that is contracted out, the Union shall be notified and the Employer and the Union shall discuss the availability of similar positions within the Department/agency, for which the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available, comparable positions.

ARTICLE 16 OUT-OF-TITLE WORK

A Committee shall be established within sixty days (60) of the execution of this Agreement for the purpose of making recommendations to the Director of Human Resources on ways to reduce the number of instances where out-of-title work assignments exceed twelve (12) months. The Committee shall issue a report not later than June 30, 2015 that:

- a. Identifies instances where out-of-title work assignments have exceeded twelve (12) months;
- b. Identifies factors that contribute to the use of out-of-title work assignments exceeding twelve (12) months;
- c. Recommends procedures to limit the duration of out-of-title work assignments where feasible;
- d. Recommends procedures for reducing the numbers of Article 16 grievances;
- e. Recommends procedures to address situations where employees are currently assigned out-of-title work for a period exceeding twelve (12) months;
- f. Recommends uniform administrative processes to assist the timely compensation of employees working in out-of-title;

The Committee shall consist of four (4) members designated by the Employer and four (4) members designated by the Union and shall meet not more frequently than monthly.

Section 16.1 **Work in a Lower Classification**

While an employee is performing the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she shall be compensated at his/her regular rate of pay as if performing his/her regular duties.

Section 16.2 **Work in a Higher Classification**

Any employee who is assigned by his/her supervisor to a position in a higher grade for a period of more than thirty (30) days shall receive the salary rate for the higher position from the first day of assignment, provided such assignment has the prior approval in writing of the Employer or his/her designee. The approval of the Employer or his/her designee shall take effect as of the first day of assignment. In the event authorization is granted or payment is awarded for out-of-title work, no payment shall be made for any period prior to fifty one (51) days from the date the grievance was filed unless the assignment was in writing.

This Article shall not apply to working in a higher grade when the holder of the higher grade is absent on vacation leave.

Section 16.3 **Overtime Compensation**

An employee who performs overtime work in a classification other than his/her own, shall have overtime compensation computed at his/her regular step rate of pay for his/her regular position or the first step rate of the other classification, whichever is higher.

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.

Section 17.1 **Class Specifications**

The Employer shall determine:

- A. job titles;
- B. relationship of one classification to the others; and
- C. job specifications.

The Employer shall confer with Unit E regarding changes to existing job specifications or reallocations of existing classes.

The Employer shall provide Unit E with a copy of the class specification of each title covered by this Agreement for which such a specification exists.

Section 17.2

Each employee in the bargaining unit shall be permitted by the Employer to have access to examine his/her class specification.

Section 17.3 **Individual Appeal of Classification**

Individual employees regardless of date of hire shall continue to have the same right to appeal the propriety of the classification of his/her position through Personnel Administration or the civil service system which an individual employee enjoyed on June 30, 1976, and such appeal may not be the subject of a grievance or arbitration under Article 23A herein.

Section 17.4

There shall be a Unit E/Management Committee established to investigate instances of misclassification. The committee shall consist of two (2) persons from the Employer and up to two (2) persons from Unit E.

Section 17.5

Where the Union believes that a job specification or the name of a job title is either inaccurate or inappropriate, it shall present information regarding such inaccuracies or inappropriateness to the Unit E/Management Committee established under Section 17.4 for review.

ARTICLE 17A CLASSIFICATION/COMPENSATION REVIEW

Section 17A.1 **Purpose**

This Article is intended to provide a process for reviewing job classifications when it is alleged that those classifications may require modification. The presidents of MOSES and/or the USW shall submit requests for said reviews as provided in Section 2 of this Article.

Section 17A.2 **Classification Review Committee**

There shall be established a Classification Review Labor Management Committee. The purpose of the Committee shall be to review requests as submitted to the Employer or other individual selected by the Employer as indicated in Section 1 above. The Committee shall be comprised of four (4) representatives designated by the Employer or designated by other appropriate successor Division by the Employer and four (4) representatives designated by Unit E. There shall also be a representative of the Employer or designated by other appropriate successor Division by the Employer assigned to the Committee, who shall function as a resource to the Committee. With the concurrence of the full Committee, union and/or management subject matter experts may also be asked to provide information to the Committee.

Section 17A.3 **Procedure**

When assessing titles submitted for review, the Committee may consider any and all information provided by the Committee members, as well as information provided by the resources described in Section 2 above. Such information may include, but need not be limited to: the relationship of one Commonwealth Unit E classification to other Commonwealth classifications; a comparison of the subject Unit E classification with the same or other classifications in other industrialized states; and/or a comparison of the subject Unit E

classification with the same or similar classifications in Massachusetts jurisdictions other than the State. Based on the information presented to the Committee, and upon a majority determination of the Committee, the Committee shall make a recommendation for changes to the job classification reviewed. Said recommendation may be forwarded to the Employer or other individual selected by the Employer for his/her consideration.

Section 17A.4 Implementation of the Classification Review Committee Findings

In the event the Employer or other individual selected by the Employer concurs with the recommendation from the Committee, and in the event such recommendation shall result in the need for a funding request to implement the recommendation, the Employer or other individual selected by the Employer may pursue options for funding at the time of issuance of said concurrence, or defer discussion on funding to negotiations for a successor collective bargaining agreement, at the sole discretion of the Employer or other individual selected by the Employer. If the recommendation of the Committee is denied by the Employer or other individual selected by the Employer, the Committee shall be informed of the reasons for the determination. If, in the majority determination of the Committee, additional information regarding the denied request becomes available to the Committee and is of sufficient magnitude to warrant reconsideration of said request, said request may be resubmitted to the Employer or other individual selected by the Employer for reconsideration, provided that no such resubmission shall be made more than once per year. The determination of the Employer or other individual selected by the Employer shall be final. The provisions of this Article shall not be subject to the grievance procedure.

Section 17A.5

The Employer and the Union agree that the procedure provided by this Article shall be the sole procedure for class reallocation for all classes covered by this Agreement. No other class reallocations shall be granted under any other provisions of this Agreement.

ARTICLE 18 LAYOFF - RECALL PROCEDURE

Section 18.1

- A. Impending Layoff - In the event management becomes aware of an impending reduction in work force, which includes a civil service displacement, it will make every effort to notify Unit E at least twenty (20) calendar days prior to the layoff.

Within five (5) days of notification of the impending layoff, management shall meet with the Unions to discuss the impact of the layoff on the affected employees, including the availability of similar positions within the same department/agency. Upon request, the Employer will meet with the Union and the affected department/agency and other departments/agencies with similar positions to discuss available positions and training programs.

Prior to notifying employees of the reduction in force the Employer will first solicit volunteers for layoff within the department/agency. However, nothing contained in this article shall preclude the Employer from rejecting a volunteer based on the operational needs of the department/agency. During the reduction in force process, the Employer may also consider the termination of consultant contracts.

- B. Actual Layoff - Seniority is based on service within the department/agency except that all provisional employees in a title must be laid off before any employee with temporary-from-certification status in the same title.

In the event of an actual layoff, management will notify the affected employees in writing not less than ten (10) working days in advance of the layoff date and will send a copy of such notice to the Union. Where notices are sent by first class mail, the time shall begin to run on the date of the mailing of the notice.

Section 18.2

Within five (5) workdays of receipt of notification of layoff, the employee shall elect to either transfer or bump in accordance with the following sections.

A. Lateral Transfer and Bumping Procedure

Any employee who has been notified that he/she will actually be laid off may file with his/her Employer, within five (5) working days of receipt of such notice, a written request to laterally transfer to a position in the same title and/or bump to a lower title in accordance with the provisions in this subsection:

1. An employee whose position is being eliminated shall have the opportunity to exercise his/her seniority rights by transferring laterally to a position in the same title within the jurisdiction of his/her Employer for which the employee is determined qualified to perform the duties of the position, provided there is an employee junior to him/her in departmental years of service.
2. The first employee displaced by the lateral transfer of the more senior employee may exercise his/her seniority rights by transferring laterally to a position in the same title for which the employee is determined qualified to perform the duties of the position, occupied by an employee junior to him/her in departmental years of service within his/her Employer.
3. The second employee displaced by the lateral transfer referred to above may exercise his/her seniority rights by displacing the least senior employee in departmental years of service in the same title with the Employer.
4. Notwithstanding the above, no employee exercising his/her rights under 18.2(A) (1) or (2) above shall be denied an opportunity to displace the least senior employee in the same title in the affected employee's facility, departmental unit, district, region, Employer, or statewide.
5. A displaced employee or one whose position is eliminated may exercise his/her seniority right by either transferring laterally or by bumping to a Bargaining Unit E position within the jurisdiction of his/her Employer in the next lower title or titles occupied by an employee junior in departmental years of service and for which the employee is determined qualified by the Employer.

6. Any lateral transfer or bump occurring as the result of a reduction in force shall be limited to three (3) transactions per title with a transaction being defined as the displacement of an employee by an employee senior in departmental years of service.
7. An employee being displaced from his/her position by a lateral transfer of a more senior employee in the same title shall notify the department/agency of his/her intentions within the third working day of being notified by the department/agency of the displacement.

B. Other Transfers

1. **Within the Department/Agency** - the employee who is to be laid off shall also have the opportunity to transfer laterally to a fillable, vacant, Bargaining Unit E position, in any other title within the jurisdiction of his/her present Employer, for which he/she is qualified.
2. **Between Agencies** - the employee who is to be laid off may file a request for transfer to any agency in state service. Upon approval of that agency, such employee may be appointed to any vacancy in Bargaining Unit E, in the same grade and title or any similar title for which he/she might meet the necessary qualifications in the same or lower salary range as the position from which he/she was laid off. Seniority shall be the determining factor in the event one or more such employees are seeking the same position in another state agency.
3. Notwithstanding the above paragraphs, employees may exercise their bumping and transfer rights under these provisions provided there is a Bargaining Unit E position available under the jurisdiction of the Employer.

Section 18.3 Department/Agency Recall Procedure

- A. Where recall is to the job title from which layoff occurred, recall shall be in the reverse order of layoff.
- B. The department/agency shall maintain a recall roster from which laid-off employees will be recalled, to positions to be filled, in accordance with their seniority and in accordance with their qualifications to perform the work.
- C. If the position of an employee is abolished as the result of the transfer of the functions to another department/agency, such employee may elect to have his/her name placed on the recall roster or to be transferred, subject to the approval of the Employer, to a similar position in such department/agency without loss of seniority, retirement or other rights.
- D. The department/agency shall appoint employees on the recall roster, prior to the appointment of any other applicant, to fillable vacant Bargaining Unit E positions for which the laid-off employee is determined qualified by the Employer.
- E. A laid-off employee will remain on the recall roster for two (2) years except an employee who is offered recall to a position in the same job grade as the position from which he/she was laid off and who refuses such offer shall be removed from the recall list and his/her recall rights shall terminate at that time, provided that employees presently working for

MassDOT who are on a recall roster as of the effective date of this Agreement shall remain on the recall roster for one (1) additional year.

Notwithstanding the above, a laid-off employee who fails to respond in writing to a notice of recall within seven (7) calendar days of the receipt of such recall offer or who upon acceptance of the recall offer fails to report for work on the appointed date, shall forfeit any further recall rights.

Notices of recall sent by the Employer to a laid-off employee and the employee's notice of acceptance or rejection of said recall offer shall be sent by certified mail, return receipt requested.

Section 18.4

In computing seniority as defined in this Agreement any break in service for two (2) years or less due to an involuntary layoff shall be included in total seniority as with military, maternity, educational and industrial accident leave.

Section 18.5 **Expedited Grievances**

Whenever an employee is denied lateral transfer, bumping or recall rights based on a determination he/she is unqualified, a grievance may be filed at Step 2 and if unresolved, expedited arbitration will commence inside of thirty (30) days.

Section 18.6 **State Wide Recall List**

A joint Unit E/Management Committee will be established to discuss the implementation of Statewide Recall by January 1, 1998. This Committee shall consist of four (4) members selected by Unit E and four (4) members selected by the Employer.

ARTICLE 19 TRAINING AND CAREER LADDERS

Section 19.1 **General**

The Employer and Unit E recognize the importance of training programs, the development of career ladders and of equitable employment opportunity structures and seek here to establish a process for generating such program recommendations and their implementation.

Section 19.2 **Committee**

- A. Toward those ends, the Employer and the Unions agree to establish a Unit E Training and Career Ladders Committee consisting of five (5) persons appointed by Unit E and five (5) persons appointed by the Employer. Such Committee shall function continuously throughout the life of this Agreement.
- B. The Training and Career Ladders Committee shall meet at regular intervals but in no event less than once per month at times and places to be agreed upon by Unit E and the Employer. The Committee shall be charged with the formulation of training and

educational program proposals focusing on the development or improvement of programs:

- (1) to facilitate individual career development and equitable employment opportunity structures;
- (2) which may be specifically related to or coordinated for Unit E;
- (3) which may involve the possible use of external educational resources as well as in-service personnel in meeting relevant employee and Department training needs.

The Training and Career Ladders Committee shall in addition consider the recommendation of appropriate mechanisms for eliciting and encouraging employee-initiated ideas for relevant training programs.

- C. The Unit E Training and Career Ladders Committee shall be responsible for developing and coordinating training programs in the Department.

The Committee shall identify logical career ladders and determine a) the substance, kind, and priority of training and/or retraining programs, b) the location (i.e. on-site, regional, statewide) of such programs, and c) the criteria for selection of applicants, including the weight to be given to seniority.

- D. The Unit E Training and Career Ladders Committee may seek to utilize the knowledge, experience, and resources of independent experts in the development of training/retraining programs pursuant to the Article.

Section 19.3 **Union Access to Training**

All training bulletins pertinent to this Article shall be sent to the Unit E Training and Career Ladders Committee and shall be posted by the Employer in appropriate work locations.

Section 19.4 **Training Programs for Non-Civil Service and Civil Service Status Employees**

Training programs which may be recommended and initiated for job titles, classes, functions, and so on, which include personnel in both civil service and non-civil service status shall be available to all such qualified personnel regardless of civil service or non-civil service status.

Section 19.5 **Currently Available Educational Opportunities**

Nothing in this Article shall be interpreted to suggest that the Training and Career Ladders Committee may not recommend the continuation or improvement of training and educational opportunities currently available to employees of MassDOT.

Section 19.6 **Departmental Training and Career Ladders Committees**

Within each Department/Agency there shall be established a Unit E Training and Career Ladders Subcommittee with the responsibility of reviewing existing training programs and career ladders in that department/agency and developing new training programs and career ladder recommendations for submission to the Unit E Training and Career Ladders Committee.

ARTICLE 19A TECHNOLOGY RESOURCES

Section 19A.1

- A. 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 the changes required by HR/CMS are introduced and implemented in the most effective manner, the Union agrees to support 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, direct deposit, and the change from a fiscal year basis to a calendar year basis for vacation and personal leave accrual and use).
- B. Upon request by MassDOT, will the Union to discuss any issues of impact to the bargaining unit arising from the implementation of HR/CMS.

Section 19A.2

In order to clarify current practice, MassDOT and the Union specifically agree that all hardware, software, databases, communication networks, peripherals, and all other electronic technology, whether networked or free-standing, is the property of MassDOT and is expected to be used as it has been used in the past, for official MassDOT business. Use by employees of the MassDOT's property constitutes express consent for MassDOT and its Departments/Agencies to monitor and/or inspect any data that users create or receive, any messages they send or receive, and any web sites that they may access. MassDOT retains, and through its Departments/Agencies may exercise, the right to inspect and randomly monitor any user's computer, any data contained in it, and any data sent or received by that computer.

Notwithstanding the foregoing, unless such use is reasonably related to an employee's job, it is unacceptable for any person to intentionally use MassDOT's electronic technology:

- in furtherance of any illegal act, including violation of any criminal or civil laws or regulations, whether state or federal;
- for any political purpose;
- for any commercial purpose;
- to send threatening or harassing messages, whether sexual or otherwise;
- to access or share sexually explicit, obscene, or otherwise inappropriate materials;
- to infringe upon any intellectual property rights;
- to gain or attempt to gain, unauthorized access to any computer or network;
- for any use that causes interference with or disruption of network users and resources, including propagation of computer viruses or other harmful programs;
- to intercept communications intended for other persons;
- to misrepresent either the Agency or a person's role at the Agency;
- to distribute chain letters;
- to access online gambling sites; or
- to libel or otherwise defame any person.

ARTICLE 20 SAFETY AND HEALTH

Section 20.1

- A. A copy of the provisions of this Article shall be conspicuously posted in each work location.
- B. Each department head shall issue instructions to all supervisory personnel to carry out the provisions of this Article.

Section 20.2

- A. The Employer agrees to provide a safe, clean, wholesome surrounding in all places of employment. At least once per week, the Employer shall inspect the premises to maintain good housekeeping. The Employer shall inspect lighting, floors, ceilings and walls, stairs, roof, ladders, tables, filing cabinets, lifting devices, benches, chairs, heating equipment, electric fans, storage spaces, trucks, conveyor belts, containers, packing cases, machines, tools, and any other physical property used in any place of employment. In worksites where employees use video display terminals, the Division of Occupational Hygiene shall inspect VDT equipment.
- B. In locations such as manholes where valves or other control devices may be located, the person in charge shall ascertain that no noxious or poisonous gases are present therein before permitting any employee to enter the area of concern for any reason. When such gases are present, no employee shall be permitted to enter the area of concern until the situation is corrected. The use of harnesses or other protective devices must be used where any danger is present.
- C. Where it is necessary to make excavations for the purpose of repairing burst water mains, the supervisor of the work location shall provide proper shoring to prevent cave-ins.
- D. If a tool, machine, or piece of equipment is defective, worn out or dangerous to operate because of its condition, the supervisor shall not permit its use until his/her department head or his/her designee has certified that an inspection has been made and such equipment is not defective, worn out or dangerous, or that such equipment has been repaired or replaced.
- E. Department heads shall at all times be concerned with the safety and health of employees of their respective departments. No employee shall be required to use any tool, machinery or equipment unless said employee is adequately experienced or familiar with the use of such.
- F. Where credible evidence exists of a communicable disease, as determined by the appropriate state department/agency, (e.g. TB, measles, hepatitis B, etc.) the Employer shall forthwith make every reasonable effort to provide all employees coming into contact with the afflicted person(s) and/or environment with appropriate training, advice and safety supplies.
- G. When an employee reports any condition which he/she believes to be injurious or potentially injurious to his/her health to the administrative head of a work location, the administrative head shall correct the situation, if within his/her authority, or shall report said complaint to his/her supervisor for prompt action.

- H. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with M.G.L., C. 111F (Right to Know Law).
- I. Rules and regulations issued by the Division of Industrial Safety pertaining to the use of power tools; for the prevention of accidents in window cleaning; for common drinking cups and common towels in factories, workshops, manufacturing, mechanical and mercantile establishments; for safeguarding power press tools; for toilets in industrial establishments; for the prevention of anthrax; to govern compressed air work; to establish safety rules and regulations and machinery standards; relating to safe and sanitary working conditions in foundries and the employment of women in core rooms; relative to benzol, carbon tetrachloride and other substances hazardous to health; for the prevention of accidents in construction operations; pertaining to structural paintings; for the care of employees injured or taken ill in industrial establishments; for safeguarding woodworking machinery; lighting codes for factories, workshops, manufacturing, mechanical and mercantile establishments; and any other rule or regulation adopted by the Department of Labor and Industries intended to govern the prevention of accidents or industrial diseases and not inconsistent with the provisions of this Agreement are all incorporated herein.
- J. Pregnant employees who work in conditions/situations deemed hazardous or dangerous to the pregnancy by the attending physician may make a written request to the Employer for a temporary reassignment within their job description or a comparable position, and may be reassigned within two (2) weeks of notification for the duration of the pregnancy. Upon request by management, the employee will provide medical evidence.
- K. Department heads shall make reasonable effort to avoid making work assignments which expose inadequately equipped employees to the harmful effects of hazardous substances such as asbestos, arsenic, PCB, etc.
- L. Except for emergency situations, the person in charge shall make reasonable efforts to rearrange assignments for employees whose workweek consists of thirty-seven and one-half (37.5) hours or more, to avoid unreasonable exposure to the extremes of weather, when the outside temperature drops to a low of ten (10) degrees Fahrenheit, or zero (0) degrees Fahrenheit with the wind chill factor.
- M. The person in charge of the location will make reasonable efforts to have the air quality checked where Unit E alleges that the air quality is inferior. If the air quality is found to be substandard, the person in charge of the location shall make reasonable efforts to improve it.

Section 20.3

The parties recognize that Unit 9 employees in the Department of Environmental Protection involved in the following activities as part of their work duties may be exposed to materials or conditions hazardous to their health, including but not limited to:

- A. Response to hazardous materials spills/incidents;
- B. Inspection or investigation of hazardous material sites;
- C. Inspection/investigation of licensed hazardous waste facilities;
- D. Inspection/investigation of water filtration and wastewater treatment plants;
- E. Laboratory handling and analysis of samples;

F. Possible exposure to asbestos, lead, radiation and infectious agents.

Such employees shall be given a physical examination on an annual basis at no cost to the employee.

In addition, the parties recognize that other Unit 9 employees may be exposed to hazardous materials or conditions. A joint committee consisting of not more than three (3) MOSES representatives and three (3) Management representatives shall identify as soon as possible those Unit 9 employees that come in contact with materials or conditions determined by said committee to be hazardous to one's health and those employees shall be provided an annual physical examination paid for by the Commonwealth.

In Departments/Agencies where the Committee has determined that hazardous conditions exist, employees shall, upon request, also be provided a baseline physical paid for by the Commonwealth.

Section 20.4

The parties agree to establish a program to monitor air quality at new and existing worksites. The parties agree to negotiate over the specific provisions of such a protocol within sixty (60) days.

Section 20.5

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step 2 of the grievance procedure set forth in Article 23A but may not be the subject of arbitration.

ARTICLE 21 EMPLOYEE LIABILITY

A joint Unit E/Management Committee on Employee Liability shall be established to continue discussions concerning the protection of employees against liability arising out of their employment, and to file such legislation as may be necessary.

ARTICLE 22 CREDIT UNION DEDUCTION

MassDOT agrees to deduct from the regular salary payments (not a draw) of employees an amount of money, upon receipt of the employee's written authorization for the deduction for the purpose of shares in, making deposits to, or repaying a loan to a credit union organized under appropriate provisions of law by MOSES. Any written authorization may be withdrawn by the employee by submitting a written notice of withdrawal to MassDOT and the treasurer of the credit union thirty (30) days in advance of the desired cessation of payroll deduction.

ARTICLE 22A REASSIGNMENTS

MassDOT and Unit E recognize the efficiency of promoting energy saving endeavors by offering an alternative to employees who may commute lengthy distances to and from their homes to work. The parties therefore agree to initiate a pilot program to implement job swapping opportunities between employees that work in the same job title and functions and within the same agency, but at geographically disparate work locations. Employees requesting a swap may file their request with the Agency's human resource office. When two (2) or more employees submit matching requests the Agency shall favorably consider the swap unless one (1) or more of the following conditions apply:

1. The swap would unduly interrupt client services or operational efficiency at either or both of the swap locations.
2. One (1) or more of the applicants has had an unsatisfactory performance review in the preceding year or one (1) or more of the applicants currently has a corrective action plan in place.
3. One (1) or more of the applicants would be unable to perform the duties of the position to which they wish to swap without substantial training.

An employee who enters into a swap will not be able to do so again for two (2) years. Employees shall not be able to enter into a swap during their new employee or promotional probation period, nor within twelve (12) months of entering a job title.

Swap requests by two (2) or more employees in the same position shall be determined by seniority as measured by length of service within the Agency. If seniority is equal, then length of state service will be used to determine the more senior employee.

The Office of Employee Relations, the designated Pilot Agency and MOSES shall establish a committee to review and monitor implementation of this program and recommend changes as necessary. This pilot program shall be in effect for two (2) years from date of signing and shall be implemented in the Department of Environmental Protection.

The parties agree that there shall be a special Labor Management Committee established to discuss telecommuting, four (4) day work weeks and additional energy saving endeavors.

ARTICLE 23 ARBITRATION OF DISCIPLINARY ACTION

Section 23.1

No Unit E employee who has been employed by MassDOT for six (6) consecutive months or more shall be discharged, suspended, or demoted for disciplinary reasons or given a warning or reprimand without just cause.

An employee who severs his/her employment with MassDOT must serve an additional probationary period upon reemployment whether in the same or a different job title.

Section 23.2

A grievance alleging a violation of Section 23.1 of this Article shall be submitted in writing by the aggrieved employee/Union to the Director of 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 2 grievance and **ARTICLE 23A - GRIEVANCE PROCEDURE** shall apply.

Section 23.3

As a condition precedent to submitting a grievance to arbitration alleging a violation of Section 23.1, pursuant to **ARTICLE 23A-GRIEVANCE PROCEDURE**, the Union and the employee involved shall sign and give to the Employer, on a form prepared by the Employer, a waiver of any and all rights to appeal the disciplinary action to 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.

Section 23.4

Should the Union submit a grievance alleging a violation of Section 23.1 to arbitration pursuant to **ARTICLE 23A**, the arbitration shall be conducted on an expedited basis.

An employee and/or the Union shall not have the right to grieve, pursuant to **ARTICLE 23 or 23A**, 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.

ARTICLE 23A GRIEVANCE PROCEDURE

Section 23A.1

The term "grievance" shall mean any dispute concerning the application or interpretation of the terms of this collective bargaining Agreement.

Section 23A.2 The grievance procedure shall be as follows:

Step 1 - An employee and/or the Union shall submit a grievance in writing to the person designated by the 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. 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.

Step 2 - In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step 1, the appeal shall be presented in writing to the Director of the Office of Labor Relations and Employment Law within ten (10) calendar days of the receipt of the Step 1 decision. The agency head or his designee shall meet with the employee and/or the Union for review of the grievance and shall issue a written reply to the employee and/or the Union by the end of the fourteen (14) calendar days following the day on which the appeal was filed.

Step 3 - Grievances unresolved at Step 2 may be brought to arbitration solely by the Union by filing with the Director of the Office of Labor Relations and Employment Law within thirty (30) calendar days of the receipt of the Step 2 decision a completed Request for Arbitration form. Once arbitration has been requested by the Union, a hearing shall be held no later than twelve (12) months from such request. If a hearing is not held within the twelve (12) month period due to inaction of the Union, the grievance is thereby withdrawn with prejudice and without precedence. Grievances that are not filed for arbitration within the thirty (30) days as provided above shall be considered waived.

Section 23A.3

The parties will attempt to agree on an Arbitrator on a case-by-case basis. Failing such agreement within ten (10) days of the Director of the Office of Labor Relations and Employment Law's receipt of the Request for Arbitration, the Union may file said Request for Arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules.

Section 23A.4

The Arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding in accordance with M.G.L. Chapter 150C.

Section 23A.5

All fees and expenses of the Arbitrator, if any, which may be involved in an arbitration proceeding shall be divided equally between the Union and Employer. Each party shall bear the cost of preparing and presenting its own case.

Section 23A.6

If a decision satisfactory to the Union at any level of the grievance procedure other than Step 3 is not implemented within a reasonable time, the Union may reinstitute the original grievance at the next step of the grievance procedure. A resolution of a grievance at either Step 1 or 2 shall not constitute a precedent.

Section 23A.7

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 3. However, no deadline shall be binding on the grievant and/or the Union until a required response is given.

Section 23A.8

Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing.

Section 23A.9

The Employer shall designate a person(s) to whom grievances may be submitted at Step 1 and/or Step 2.

Section 23A.10

A Union representative or steward, whichever is appropriate, shall be notified of grievances filed by an employee on his/her own behalf and shall have the opportunity to be present at grievance meetings between the employee and the Employer held in accordance with the grievance procedure.

Section 23A.11

It is agreed that grievances may be filed by the Union electronically either by facsimile or by e-mail as a scanned attachment.

Section 23A.12 Alternative Dispute Resolution (ADR) Committee

- A. A sub-committee of MassDOT's Joint Labor-Management Committee, consisting of four (4) people designated by Unit E and four (4) people designated by the Employer, 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 3 grievance level.
- B. Furthermore, the committee shall meet bi-monthly to review MassDOT's grievance procedure, review training needs related to the grievance procedure and to review individual labor-management proposals jointly submitted by the agency and Unit E representatives regarding alternative dispute resolution pilot programs, training needs and possible improvements to the efficiency of the grievance procedure.
- C. At, or following the Step 3 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 date of the Agreement. ADR Programs may include, but shall not be limited to mediation, an oral Step 1 grievance and review committee.
- D. Through this provision MassDOT shall fund one (1) day of ADR per month.

ARTICLE 24 PERSONNEL RECORDS

Section 24.1

Each employee shall have the right, upon request, to examine and receive a copy of any and all material, including any and all evaluations, contained in any personnel records concerning such employee. Unit E shall have access to an employee's records upon written authorization by the employee involved.

Section 24.2

Whenever any material, including evaluations, is to be inserted into the personnel file or record of an employee, such employee shall be promptly notified and given a copy of such material upon its insertion. Such material shall be date stamped before its insertion.

Section 24.3

- A. Either Union or any employee may challenge the accuracy or propriety of such material and personnel evaluation by filing a written statement of the challenge in the personnel file.
- B. An employee may file a grievance based on a personnel evaluation or on any material either of which results in a negative action. Upon a determination at any step of the grievance procedure that such personnel evaluation, any other material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel records, such inaccurate evaluation, material, or portion thereof, shall be removed from the file, together with any of the employee's statement or statements thereto.
- C. Warnings or reprimands which are more than three (3) years old shall be removed from the personnel record provided there has been no subsequent discipline imposed.

ARTICLE 24A PERFORMANCE EVALUATION

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

Section 24A.1

- A. In accordance with the provisions of Chapter 767 of the Acts of 1981, there shall be established a performance evaluation system for all employees covered by this Agreement.
- B. Said system shall permit variations in format within and between various departments and agencies. However, any format must meet the following criteria (subject to formal promulgation under M.G.L. Chapter 31, §§.4 and 6A):
 - 1. All employee evaluations shall be in writing and shall be included in the employee's

official personnel file. Either MOSES or the USW (whichever is appropriate) shall be notified should the employee lack English proficiency to understand the evaluation and its process.

2. Evaluations shall be completed by the employee's immediate supervisor and be approved by a supervisor of a higher grade designated by the Employer (except in cases of potential conflict of interest or other legitimate reasoning).
 3. A final formal evaluation shall be completed once per year for each member of the Bargaining Unit. Probationary employees shall be evaluated at the mid-point of their probationary period. However, the standard employee performance evaluation program shall commence no later than the first July 1st of their employment.
 4. Prior to each evaluation period the supervisor shall meet with the employee and shall inform the employee of the general performance dimensions and procedures to be utilized in evaluating the employee's performance.
 5. The performance dimensions shall be objective and job-related.
 6. At least once during the evaluation period, at or near its mid-point, the employee's supervisor shall meet with the employee to review the employee's progress. The employee shall have two (2) work days to review the evaluation prior to signing it. A remedial development plan shall be formulated jointly if the mid-term review results in an "unsatisfactory" or "below" rating.
 7. At or near the end of the evaluation period, the supervisor shall meet with the employee and inform the employee of the results of the evaluation. The employee shall sign the evaluation and indicate whether he/she agrees or disagrees with the content thereof. The employee shall have two (2) work days to review the evaluation prior to signing.
 8. Following the employee's review and signature, the form shall be submitted to the higher level supervisor for final determination of ratings. The employee shall be given a copy of the completed form and shall have the right to file a written rebuttal which shall be affixed to the form.
- C. Each Department/Agency shall utilize one (1) of the pre-approved performance evaluation forms.
- D. There shall be established within each agency a Unit E/Management Committee consisting of not more than four (4) representatives of each party which shall meet at reasonable times to discuss any problems or issues surrounding the implementation of the performance evaluation system.
- E. Any employee who as a result of an evaluation pursuant to this Agreement receives an overall rating of "unsatisfactory" or "below" shall have the right to appeal such pursuant to Supplemental Agreement III of this Agreement.
- F. Nothing in this Agreement shall be construed as limiting in any way any other appeal rights provided by law, except that the appeal procedures provided in this Agreement shall not

be available to any employee who elects to appeal his/her evaluation rating under the provisions of M.G.L. Chapter 31, Section 6 (C).

Section 24A.2

The parties agree to establish a Unit E/Management Committee on Personnel Records consisting of four (4) representatives selected by Unit E and four (4) representatives selected by the Employer. The Committee shall meet bi-monthly and shall review and make recommendations concerning MassDOT's policies and practices regarding the review and maintenance of personnel records. The Committee shall also discuss problems involving the performance evaluation system which are unrelated to the department/agency Unit E/Management Committees established above.

Section 24A.3

The parties agree to establish a Unit E/Management Committee to review and make recommendations to revise the Performance Evaluation Guidelines/Form. Said committee shall consist of four (4) representatives selected by Unit E and four (4) representatives selected by the Employer.

ARTICLE 25 MANAGERIAL RIGHTS/PRODUCTIVITY

Section 25.1

Except as otherwise limited by an express provision of this Agreement, the Employer shall have the right to exercise complete control and discretion over its organization and technology including but not limited to the determination of the standards of service to be provided and standards of productivity and performance of its employees; establish and/or revise personnel evaluation programs; the determination of the methods, means and personnel by which its operations are to be conducted; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section 25.2

Delivery of services to the public in the most efficient, effective, and productive manner is of paramount importance to the Employer and Unit E. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

Section 25.3

It is acknowledged that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and the Union agrees that the Employer shall not be obligated to any additional collective bargaining.

Section 25.4

Any prior agreement covering employees in Bargaining Unit E shall be terminated upon the effective date of this Agreement and shall be superseded by 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 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 26 EMPLOYEE PARTICIPATION PROGRAM

Section 26.1 **General**

The Employer and Unit E recognize that the employees who perform the work are one of the most valuable sources of information concerning the methods and means of improving the delivery of services to the public. Therefore, the parties agree to establish an employee participation program which shall be under the direction and control of the Special Unit E /Management Committee set out in Section 26.2.

Section 26.2 **Committee**

The Employer and Unit E agree to establish a Special Statewide Unit E /Management Committee, consisting of four (4) representatives appointed by Unit E, and four (4) representatives appointed by the Employer. The Committee shall develop recommendations for policies and procedures for agency programs. Such Committee shall function continuously throughout the life of this Agreement.

ARTICLE 27 NO STRIKES

Section 27.1

Neither MOSES, the USW nor any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slowdown or withholding of services by employees.

Section 27.2

MOSES and the USW shall exert its best efforts to prevent any violation of Section 27.1 of this Article and, if such action does occur, to exert its best efforts to terminate it.

ARTICLE 28
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 the Commonwealth or MassDOT of funds made available through federal law, rule or regulation, then such specific Article, Section or portion shall be unenforceable, and the parties shall meet to discuss amending the provision 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. If no agreement is reached within thirty (30) days of the date the problem arose, then disputes arising under this Article may be submitted by the Union to expedited arbitration.

ARTICLE 29
DURATION

This Agreement shall be for the three (3) year period from July 1, 2014 through June 30, 2017 and the terms contained herein shall be effective upon execution unless otherwise specified. Should a successor agreement not be executed by June 30, 2017 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 January 1, 2017.

ARTICLE 30
APPROPRIATION BY THE GENERAL COURT

The cost items contained in this Agreement shall not become effective unless appropriations necessary to fully fund such cost items have been enacted by the General Court in accordance with M.G.L., C. 150E, § 7 in which case the cost items shall be effective on the date provided in the Agreement. The Employer shall make such a request to the General Court. If the General Court rejects the request to fund the Agreement, the cost items shall be returned to the parties for further bargaining.

2014 - 2017 MEMORANDUMS OF AGREEMENT/UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
between the
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
and the
MASSACHUSETTS ORGANIZATION OF STATE ENGINEERS AND SCIENTISTS

JPD
BOK
JSS
ERK
TSP 7-23-14

Re: Grievance Settlement Funds

This Memorandum of Understanding is entered into this 23 day of July 2014 by and between the Massachusetts Department of Transportation ("MassDOT") and the Massachusetts Organization of State Engineers and Scientists ("MOSES").

MOSES reports that there are a group of 266 unresolved grievances, arising under Articles 14 (promotions) and 16 (working out of title) filed prior to November 1, 2009, under the collective bargaining agreements between MOSES and the Commonwealth of Massachusetts, hereinafter referred to as the "MassHighway grievances". The interests, duties and obligations of the Commonwealth of Massachusetts with respect to these grievances has been transferred to the Massachusetts Department of Transportation in connection with the consolidation of the Commonwealth's transportation agencies pursuant to Chapter 25 of the Acts of 2009.

The parties agree that the prompt resolution of these MassHighway grievances pending arbitration will promote harmonious labor relations between the parties, the efficient utilization of the parties' resources, and the effective operation of the parties' organizations. In order to realize these benefits the parties agree to a contingent settlement of these MassHighway grievances within the following parameters:

1. MOSES shall provide to MassDOT a list of all active Article 14 and Article 16 grievances filed prior to November 1, 2009, which shall include all of the grievances subject to the process described herein. MOSES agrees that any Article 14 or 16 grievances filed prior to November 1, 2009, which are not on this list are withdrawn.
2. The MassDOT shall apply up to the amount of \$400,000 to resolve these MassHighway grievances.
3. Within ninety (90) days from the date of this agreement, MOSES will attempt to settle the MassHighway grievances in accordance with the following:

Each affected individual grievant will receive a letter from MOSES specifying the grievance and indicating that, upon timely return of their signed agreement to

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withdraw the grievance, and the release of both MassDOT and MOSES of any liability related to the grievance, the grievant will be paid a maximum of two thousand (\$2,000) dollars for each Article 16 grievance by MassDOT. Article 14 grievants signing and timely returning the settlement and release will be paid one thousand (\$1,000) dollars for one Article 14 grievance, an additional five hundred (\$500) dollars for a second Article 14 grievance. Any grievant signing the settlement agreement and release will receive a total of two thousand (\$2,000) dollars for all Article 14 grievances in the event he or she had three or more such active grievances.

4. With respect to Article 14 grievances, there shall be only one grievance eligible for settlement for each promotional opportunity and all other grievances seeking promotion to the same vacancy will be withdrawn with prejudice.
5. MOSES shall report to MassDOT for each settled grievance the MOSES' grievance number, the name of the grievant, and the amount of the settlement for that grievance (subject to the provisions of paragraph 2 above), and shall provide to MassDOT a settlement agreement signed by a duly authorized MOSES representative and the grievant, reflecting the settlement terms and releasing the parties from all further liability for anything associated with that grievance. The grievant shall thereafter be paid the amount of the settlement in the usual manner and in the ordinary course of the MassDOT practices and procedures.
6. If at the conclusion of ninety (90) days MassDOT has not expended the full amount of four hundred thousand (\$400,000) dollars, MOSES may propose other grievances ripe for settlement and the parties may discuss whether there are settlement options. The decision as to whether the balance of funds shall be applied to settle any additional cases is at the sole discretion of MassDOT. If there are no further settlements the remaining grievances shall be advanced to the next step of the grievance or arbitration procedure of the then current collective bargaining agreement between the parties.
7. The parties acknowledge that this document sets forth the entire agreement between them with regard to the matters expressed herein, and may not be modified in any way except by their written agreement. This agreement shall not constitute any precedent and shall not be admissible in any proceeding between the parties other than in an action to enforce its terms.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

JAD
BCK
JSS
EPK
BP

Agreement signed this _____ day of _____, 2014 by the following:

Massachusetts Department of Transportation

Massachusetts Organization of State
Engineers & Scientists

Julian Tynes, Director
Office of Labor Relations and
Employment Law

Mickey Splaine, Chair

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

James McDonagh, Attorney for MOSES

JAD
BKK
JSS
EPK
TSI

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 E

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

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 23 day of July, 2014 by the following:

Massachusetts Department of Transportation

Coalition of MassDOT Unions
for Bargaining Unit E

Julian Tynes, Director
Office of Labor Relations and
Employment Law

Joseph Dorant, Chair and
President, MOSES

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

Karen Bartholomew, Vice-Chair and President
USW Local 5696

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RM
JSS
EPK
TSP

MEMORANDUM OF AGREEMENT

BETWEEN

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION ("MASSDOT")

AND

COALITION OF MASSACHUSETTS UNIONS FOR BARGAINING UNIT E ("UNION")

Re: PILOT VACATION BUYBACK PROGRAM

This Memorandum of Agreement is entered this 23 day of July, 2014 by and between the Massachusetts Department of Transportation ("Employer") and Coalition of MassDOT Unions ("Union") and sets forth their agreement concerning the terms for a Pilot Vacation Buyback Program.

Whereas, MassDOT and the Union wish to explore the projected costs and utilization of implementing a vacation buyback program, it is agreed that pursuant to Article 9.16 of the collective bargaining agreement that MassDOT will establish a pilot program to allow employees to convert unused accrued vacation upon the terms and conditions set forth below. The Union expressly acknowledges that by establishing this pilot program, MassDOT is not committing itself to any future course of action concerning Article 9.16 and that it reserves its full discretion to refrain from offering a vacation buyback option in the future in its sole judgment.

Therefore, in order to further advance their harmonious relations, it is agreed as follows:

1. MassDOT shall establish a reserve of \$350,000.00 to be used for the sole and exclusive purpose of funding a pilot vacation buyback program for full-time Unit E bargaining unit employees. Eligible employees may buy back of up to a maximum of three (3) vacation days in whole day increments.
2. To be eligible to participate in the vacation buyback program, employees must meet the following criteria:
 - a. Sick leave usage of ten (10) or fewer days in calendar year 2014 not including approved FMLA leave.
 - b. Accrue vacation at minimum rate of fifteen (15) days per year as of July 1, 2014.
 - c. Carried over a minimum balance of five (5) days of unused accrued vacation time as of January 1, 2014.

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3. Eligible employees shall submit their requests to the Union on a "Pilot Vacation Buy Back Request Form", as agreed to by the parties, which shall include the number of days requested, up to the pilot maximum of three (3) days. The form shall include a Release stating that a denial due to lack of funds or eligibility shall not be subject to the grievance procedure and that the total expenditure for this pilot shall not exceed \$ 350,000.
4. The parties agree and understand that since the funds available for the pilot program is limited to \$350, 000 it is likely that not every request from every eligible employee will be granted. The parties shall therefore agree that the fairest method for disbursing the available funds is through a random lottery.
5. On or before December 31, 2014 MassDOT will issue payments to all eligible employees, pursuant to the formulae agreed by the parties up to but not beyond exhaustion of the funding. If MassDOT determines that any employee whose application is submitted is not eligible, MassDOT will notify the Union of the reasons for the disqualification.
6. The parties shall meet within 30 days after the execution of this agreement to determine the procedures for determining eligibility and for the disbursement of funds.
7. This MOU contains the parties entire understanding and agreement on the terms of a pilot vacation buyback program for bargaining unit employees pursuant to Article 9.16 of the collective bargaining agreement and supersedes all prior understandings or agreements concerning the subject matter whether oral or in writing. This is the final agreement between the parties and the terms may not be amended or modified in any way except in writing by the parties.
8. Disputes concerning the application or interpretation of this MOU are not subject to grievance arbitration.
9. By entering this agreement, MassDOT does not commit itself to any future course of conduct or practice with regard to Article 9.16 of the collective bargaining agreement.
10. The person who signs below on behalf of the Union represents that he or she is fully authorized to enter this agreement on behalf of the CMU for Bargaining Unit E, and that all necessary votes or other approvals, if any, have been obtained in advance of its execution.

SIGNATURES APPEAR ON FOLLOWING PAGE

Executed this ____ day of July 2014

JPD
BVK
JSS
EPK
BP

Coalition of MassDOT Unions
Bargaining Unit E

Massachusetts Department of Transportation

Joseph Dorant, President
Massachusetts Organization of
State Engineers and Scientists
And chair for CMU

Julian Tynes, Director of Labor Relations
and Employment Law

JPD
BK
JSS
ERL
BP

MEMORANDUM OF AGREEMENT
Between
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
and
COALITION OF MASSACHUSETTS UNIONS
BARGAINING UNIT E
Re: ALTERNATIVE WORK OPTIONS PILOT PROGRAM

This Memorandum of Agreement is entered this 23 day of July, 2014 by and between the Massachusetts Department of Transportation ("Employer") and Coalition of MassDOT Unions ("Union") and sets forth their agreement concerning the terms for a Pilot Alternate Work Option Pilot Program.

The Employer and Union acknowledge their mutual interest in exploring the benefits of providing employees with greater flexibility in their work schedules in a manner consistent with the MassDOT mission and in furtherance of MassDOT's comprehensive environmental responsibility and sustainability "GreenDOT" initiatives.

Therefore, in order to advance these goals and further advance their harmonious relations, it is agreed as follows:

1. MassDOT shall implement Policy Directive P-07-001 dated April 28, 2011 entitled "Alternative Work Options" (the "Policy") on a pilot basis on or before January 1, 2016. The policy will remain in effect until June 30, 2017 unless earlier terminated by agreement of the parties.
2. At the request of either the Union or Employer, the parties will meet within ninety (90) days after the conclusion of the pilot to assess the impact of the program and make recommendations to the Director of Human Resources concerning the Policy.
3. Disputes concerning the application or interpretation of this MOU or the Policy are not subject to the grievance process. The Employer has the sole authority and discretion to interpret the provisions of the Policy.
4. By entering this agreement, MassDOT does not commit itself to any future course of conduct or practice.

JPD
BKC
JSS
EPH
BP

5. The person who signs below on behalf of the Union represents that he or she is fully authorized to enter this agreement on behalf of the CMU for Bargaining Unit E, and that all necessary votes or other approvals, if any, have been obtained in advance of its execution.
6. This MOU contains the parties entire understanding and agreement on the terms of an Alternate Work Options pilot program and supersedes all prior understandings or agreements concerning the subject matter whether oral or in writing. This is the final agreement between the parties and the terms may not be amended or modified in any way except in writing by the parties.

Executed this _____ day of July 2014.

For the Coalition of MassDOT Unions for
Bargaining Unit E:

Joseph Dorant, Chairman and President
MOSES

For the Massachusetts Department of
Transportation:

Julian Tynes, Director
Office of Labor Relations and Employment
Law

2010 MASTER LABOR INTEGRATION AGREEMENT

MASTER LABOR INTEGRATION AGREEMENT

Concerning Collective Bargaining Representation and Implementation of an Integrated Workforce within the Massachusetts Department of Transportation

This Master Labor Integration Agreement (the "MLIA") is entered this 27 day of December 2010, by and among the Massachusetts Department of Transportation ("MassDOT") and Alliance/AFSCME Council 93 ("Council 93"), Alliance/SEIU Local 888 ("Local 888"), Massachusetts Organization of State Engineers and Scientists ("MOSES"), the National Association of Government Employees ("NAGE") (collectively Council 93, Local 888, MOSES, and NAGE are referred to as the "State Unions"), the International Brotherhood of Electrical Workers, Local 103 ("IBEW"), Teamsters Local 127, Clerical Audit and Support Employees, Local 127 (collectively referred to as "Local 127"), Teamsters Local 25 ("Local 25"), United Steelworkers on behalf of Local 5696-00 ("USW-00") and Local 5696-01 ("USW-01") (collectively USW-00 and USW-01 are referred to as "Local 5696"). All of the labor organizations parties to the MLIA are collectively referred to as the "Union Coalition." The term "Union" or "Unions" refers to the labor organizations who are party to the MLIA in their individual capacity or capacities.

PREAMBLE

The parties' recognize that MassDOT's mission is to build a unified transportation organization that moves people and goods efficiently and safely throughout the Commonwealth by building a culture of innovation and respect that makes customer service and public safety top priorities and that recognizes the value of employees and the work they perform. The parties acknowledge that continued cooperation and good relations among the labor organizations that represent MassDOT's employees and between those organizations and management is vital to achieving these objectives. To advance these objectives while achieving cost savings through greater operating efficiencies, and in recognition of the mutual benefits to be derived from integration of the work force in an orderly and systematic fashion, the parties have entered this MLIA.

RECOGNITION

MassDOT agrees to recognize the National Association of Government Employees as the exclusive collective bargaining representative for all employees in job titles assigned to Bargaining Unit A as set forth in Attachment A.

MassDOT agrees to recognize The Coalition of MassDOT Unions as the exclusive collective bargaining representative for all employees in job titles assigned to Bargaining Unit B as set forth in Attachment A. The employee organization shall comply with the applicable filing requirements set forth in G.L. c. 150E, secs. 13 and 14.

MassDOT agrees to recognize The Coalition of MassDOT Unions as the exclusive collective bargaining representative for all employees in job titles assigned to Bargaining Unit C as set forth in Attachment A. The employee organization shall comply with the applicable filing requirements set forth in G.L. c. 150E, secs. 13 and 14.

MassDOT agrees to recognize The Coalition of MassDOT Unions as the exclusive collective bargaining representative for all employees in job titles assigned to Bargaining Unit D as set forth in Attachment A. The employee organization shall comply with the applicable filing requirements set forth in G.L. c. 150E, secs. 13 and 14.

MassDOT agrees to recognize The Coalition of MassDOT Unions as the exclusive collective bargaining representative for all employees in job titles assigned to Bargaining Unit E as set forth in Attachment A. The employee organization shall comply with the applicable filing requirements set forth in G.L. c. 150E, secs. 13 and 14.

MassDOT agrees to recognize The Transportation Employees Alliance of Massachusetts (THE TEAM) as the exclusive collective bargaining representative for all employees in job titles assigned to Bargaining Unit F as set forth in Attachment A. The employee organization shall comply with the applicable filing requirements set forth in G.L. c. 150E, secs. 13 and 14.

Bargaining Units A, B, C, D, E and F as defined above are collectively the "Recognized Bargaining Units." The collective bargaining representatives for Unit A, Unit B, Unit C, Unit D, Unit E and Unit F as defined above are collectively the "Recognized Bargaining Representatives."

Any time limit, date or expressed obligation to perform at a date or time certain contained in this agreement shall be tolled until the employee organization has complied with the filing requirements cited above.

Each of the Bargaining Representatives recognizes that the Secretary/Chief Executive Officer of MassDOT or his/her labor designee shall have sole authority to make commitments or agreements with respect to wages, hours, standards of productivity, performance and any other terms and conditions of employment and that the prior extension agreements between the parties unless otherwise expressly agreed to are no longer binding on the parties.

BARGAINING UNITS

There shall be six bargaining units in the following general occupational categories which shall provide the bargaining unit structure for MassDOT.

Unit A	Administrative and Clerical
Unit B	Service and Maintenance
Unit C	Building Trades and Crafts
Unit D	Professional Administrative

Unit E Engineering and Science
Unit F Toll Collection and Couriers

A list of the job titles by bargaining unit is attached as Attachment A.

GOVERNING AGREEMENTS

The terms of the collective bargaining agreements between the Commonwealth of Massachusetts Secretary of Administration and Finance (the "Commonwealth") and the labor organizations listed below (the "State Contracts"), in effect as of November 1, 2009, except as otherwise amended by this MLIA or other writing executed by MassDOT, shall govern the terms and conditions of employment for employees in the designated bargaining units through June 30, 2012. Changes or modifications to a State Contract negotiated between the Commonwealth and any of the State Unions shall not be binding on MassDOT unless MassDOT expressly consents in writing. In the event of a conflict between the MLIA and any provision of a collective bargaining agreement in effect and covering employees under this agreement, the terms of the MLIA shall control.

Applicable Contract	Bargaining Unit
NAGE/Unit 1	Unit A
Alliance-AFSCME-SEIU/ Unit 2	Unit B
NAGE/ Unit 3	Unit C
NAGE/ Unit 6	Unit D
MOSES/ Unit 9	Unit E
Alliance-AFSCME-SEIU/ Unit 2	Unit F
As amended by the Bargaining Unit F Collective Bargaining Agreement executed simultaneously with this agreement.	

This provision shall be incorporated into the collective bargaining agreements governing bargaining units A, B, C, D, E and F, shall prevail over any conflicting provision, and be subject to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit.

UNION SECURITY

Each of the Unions shall continue to have the exclusive right to the check-off and transmittal of union dues and agency service fees on behalf of those employees it represented as of the effective date of this MLIA. The exclusive right of check-off and transmittal of Union dues for all employees hired after October 31, 2009 will be determined by the constituent Unions of the Recognized Bargaining Representative of the Recognized Bargaining Unit. Upon written notice on a form designated by the authorized union and authorization from the employee, MassDOT will deduct the Union dues or Agency fee and transmit such to the appropriate Union. MassDOT shall have no obligation to withhold, escrow, or transmit Union dues for any employee hired

after October 31, 2009 until receipt of such written notice. The Recognized Bargaining Representative, Union Coalition and the Unions individually agree to indemnify and hold MassDOT harmless from and against any and all liability that may arise due to disputes over the withholding, transmittal or ownership of the union dues.

This provision shall be incorporated into the collective bargaining agreements governing bargaining units B, C, D, E and F, shall prevail over any conflicting provision, and be subject to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit.

ASSIGNMENT OF WORK INTEGRATION OF THE WORKFORCE

MassDOT may assign work routinely performed by employees represented by any of the Unions to qualified employees represented by other unions within the same bargaining unit without regard to contract or statutory protection that might otherwise prohibit such assignments. Further, all Unions agree to waive their rights to file or process grievances or other legal action over such assignments on jurisdictional grounds.

This provision shall be incorporated into the collective bargaining agreements governing bargaining units B, C, D, E, F, shall prevail over any conflicting provision, and be subject to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit.

JOINT LABOR – MANAGEMENT COMMITTEE

There shall be a joint labor management committee known as the Workforce Integration Labor Management Cooperation Committee. The purpose of the Committee is to provide an ongoing forum for open discussions on matters of mutual concerns related to workforce integration and to create a positive environment for generating well informed recommendations to MassDOT for improving efficiencies and eliminating barriers to full workforce integration. The Committee will be comprised of one representative from each Recognized Bargaining Representative and an equal number of management representatives. One representative from each side will be designated to serve as Co-Chairperson of the Committee. The Co-Chairpersons will jointly determine the agenda for each meeting and may establish sub-committees and appoint representatives to such committees. The Committee shall meet once a month through June 30, 2012, unless otherwise agreed, at a location agreed by the Co-Chairpersons and the Union representatives will be given time off for attending the meetings without loss of pay or benefits. The recommendations of the Committee shall be advisory in nature and shall not bind any of the principals to this MLIA.

This provision shall be incorporated into the collective bargaining agreements governing bargaining units B, C, D, and E, shall prevail over any conflicting provision, and be subject to

the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit.

CONTRACTING OUT

Absent an emergency situation 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 to perform such services owing to lack of expertise or other inability to perform such services on the schedule or in the manner required by MassDOT. 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.

This provision shall be incorporated into the collective bargaining agreements governing bargaining units B, C, D, E and F, shall prevail over any conflicting provision, and be subject to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit.

LABOR MANAGEMENT COMMITTEE ON SUBCONTRACTING OF WORK

Each Recognized Bargaining Unit shall establish with MassDOT a Labor-Management Committee, not to exceed five (5) representatives from each side to review the issue of sub-contracting work. The mission of this committee will be to identify core areas of operations, e.g., snow and ice operations, bridge and tunnel inspections, landscaping, and other routine operations, and explore instances where sub-contracted work could be done more efficiently and economically with in-house staff. This Committee will be comprised of an equal number of subject matter experts from Labor and Management who are most familiar with the MassDOT operations under review.

This provision shall be incorporated into the collective bargaining agreements governing bargaining units B, C, D, and E, shall prevail over any conflicting provision, and be subject to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit.

POSITION CLASSIFICATION

The job titles of all former employees of the Massachusetts Turnpike Authority and Massachusetts Port Authority will be reclassified to a state job title. The reclassification will be effective upon the execution of this MLIA, subject to any amendments that may result from the provisions of the classification provision set forth below and/or as otherwise provided by law or contract.

Purpose

This article is intended to provide a process for reviewing placement of former Massachusetts Turnpike Authority and Massachusetts Port Authority employees reclassified into State titles by the Personnel Administrator when it is alleged that those placements may require modification. The term "placement" as used in this Article shall refer to both title and step placement.

Classification Review Committee

There shall be established a Placement Review Labor-Management Committee for each bargaining unit. The purpose of the committee shall be to review requests as submitted to MassDOT's Director of Human Resources or other individual selected by the Employer. The Committee shall be comprised of four (4) representatives designated by the Director of Human Resources and four (4) representatives designated by the Union (three representatives from the former Massachusetts Turnpike Authority union representative(s) within the bargaining unit and one representative from the former State union representative in the bargaining unit). There shall be a representative experienced in the Commonwealth's system of employee classification assigned to the Committee. With the concurrence of the full Committee, union and/or management subject matter experts may also be asked to provide information to the Committee.

Procedure

The Union representatives on this Committee shall submit a list of titles for review within thirty days of execution of the MLIA. When assessing titles submitted for review, the Committee may consider any and all information provided by the Committee members, as well as information provided by the resources described above. Such information may include, but need not be limited to the relationship of one Commonwealth classification to other Commonwealth classifications. MassDOT shall facilitate the retrieval of documents from the Personnel Administrator that were relied upon in reaching the classification decision. Based on the information presented to the Committee, and upon a majority determination of the Committee, the Committee shall make a recommendation for changes to the job placement reviewed. Said recommendation will be forwarded to the Director of Human Resources or other individual selected by the Employer for his/her consideration.

If the committee cannot reach agreement, then, at the request of the Union, the parties will secure the services of a mediator familiar with position classification systems. Both the employer and the Union must agree upon the mediator and the cost shall be split equally among the parties.

Implementation of the Classification Review Committee Findings

If the Director of Human Resources or other individual selected by the Employer concurs with the recommendation from the Committee then the position shall be placed into the agreed upon title, and if such recommendation shall result in the need for a funding request to implement the recommendation, the Director of Human Resources or other individual selected by the Employer will exercise its best efforts to secure funding at the time of issuance of said concurrence, or the parties may agree to defer discussion on funding to negotiations for a successor collective bargaining agreement. If the recommendation of the Committee is denied by the Director of Human Resources or other individual selected by the Employer, the Committee shall be informed of the reasons for the determination. If, in the majority determination of the Committee, additional information regarding the denied request becomes available to the

Committee and is of sufficient magnitude to warrant reconsideration of said request, said request may be resubmitted to the Director of Human Resources or other individual selected by the Employer for reconsideration, provided that no such resubmission shall be made more than once per year.

The determination of the Director of Human Resources or other individual selected by the Employer shall be final.

The procedure provided in this Article shall be the sole procedure for placement of titles designated by the Personnel Administrator pursuant to c. 25 of the Acts of 2009.

This provision shall be incorporated into the collective bargaining agreements governing bargaining units B, C, D, and E, shall prevail over any conflicting provision, and be subject to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit, provided that the arbitrator will have authority only to determine whether the terms of this provision have been followed but not over the outcome reached by the Committee or the Director of Human Resources or designee.

SALARY RATES FOR NEW HIRES

The salary for persons hired into any position within MassDOT shall be the rate for the job title as determined by the applicable contract.

This provision shall be incorporated into the collective bargaining agreements governing bargaining units B, C, D, E and F and is subject to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit.

SALARY RATES FOR FORMER EMPLOYEES OF THE MASSACHUSETTS TURNPIKE AUTHORITY AND MASSACHUSETTS PORT AUTHORITY

All former employees of the Massachusetts Turnpike Authority and Massachusetts Port Authority who were transferred to MassDOT pursuant to St. 2009, c. 25 will be placed on the wage schedule of the applicable state contract based on conversion job title but shall not have wages reduced. Effective March 1, 2011, employees whose salary does not exceed the wage schedule of the applicable state contract will be placed at the step that equals or is closest to but higher than that employee's salary and shall advance to the next higher step on March 1, 2012 and shall advance steps each March 1st thereafter in accordance with the terms and conditions of the applicable state contract.

The salary of any transferred employee that exceeded the wage schedule of the applicable state contract will remain at the level enjoyed by the employee as of the transfer until such time as the wage schedule of the applicable state contract reaches the employee's wage level or until such time as negotiations with MassDOT yield an increase in that employee's wage level, which ever

occurs first.

References to the wage schedule of the applicable state contract shall with respect to Unit F be deemed to mean the wage schedule negotiated between MassDOT and Local 127 and Local 25 for that unit.

Employees transferred to MassDOT from the Massachusetts Turnpike Authority and the Massachusetts Port Authority who had not maxed out on their former salary scales and whose salaries as of June 30, 2010 exceed the maximum for the job grade under the designated contract, but excluding those part-time toll collectors that have been offered the opportunity to move into full-time toll collector positions prior to the execution of this agreement shall receive a one-time payment equal to 2% of their base wages and such amount shall not be added to the base salary. MassDOT shall exercise its best efforts to make this payment within thirty days following the execution of this MLIA.

The disposition of the former salary schedules covering employees transferred from the former Massachusetts Turnpike Authority and the Massachusetts Port Authority shall be a subject for the negotiations in 2012 for successor contracts to the existing state contracts.

Communication Technicians not assigned to the Telecommunication Analyst II title but who are at the top of the former Massachusetts Turnpike Communication Technician wage schedule as of the date of the execution of this MLIA shall be moved to the Telecommunication Analyst II title upon the execution of this MLIA. All other incumbent Communication Technicians who are not presently at the top of the former Massachusetts Turnpike Communication Technician wage schedule as of the date of the execution of this MLIA, shall be moved to the Telecommunication Analyst II title upon the completion of five (5) years of service to the Massachusetts Turnpike Authority and MassDOT.

This provision shall be incorporated into the collective bargaining agreement governing bargaining units B, C, D, E and F, shall prevail over any conflicting provision, and is subject to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit. The disposition of the former salary schedules covering employees transferred from the former Massachusetts Turnpike Authority and the Massachusetts Port Authority shall not be subject to the grievance procedure.

HEALTH AND WELFARE

MassDOT intends that employees within each bargaining unit will be covered by a uniform policy and will continue to work with the exclusive bargaining unit representative of each bargaining unit to achieve that result. Until such time, MassDOT shall maintain the existing level of dental insurance benefits and pay schedule, unless otherwise agreed, currently provided to all former employees of the Massachusetts Turnpike Authority and Massachusetts Port Authority who were transferred to MassDOT. The parties intend to place all new hires, including those hired whose union affiliation has yet to be determined, into the established health

and welfare fund applicable to the employee's bargaining unit.

This provision shall be incorporated into the collective bargaining agreement governing bargaining units B, C, D, E and F, shall prevail over any conflicting provision, and is subject to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit.

BUMPING RIGHTS

Where the applicable collective bargaining agreement requires that an employee bump the least senior employee in a title, such bumping rights shall be expanded to include the least three senior employees in a title, provided that an employee must bump the least senior employee where that employee works at the same location and has the same shift and hours of the bumping employee.

This provision shall be incorporated into the collective bargaining agreement governing bargaining units B, C, D, and E, shall prevail over any conflicting provision, and is subject to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit.

DISCHARGE OR SUSPENSION

Section 1. The Employer will not discharge or suspend an employee without just cause. Within twenty-four (24) hours of such suspension or discharge, exclusive of Saturdays, Sundays, or holidays, written notice of the discharge or suspension and the reason therefor shall be given or mailed to the employee and the local Union office, and a copy placed in the employee's personnel file. The Employer retains the right to demote an employee for just cause.

Section 2. Progressive Discipline/Warning, Suspension, Discharge

For violations of terms and/or conditions of the applicable collective bargaining agreement, violation of the Employer's rules or regulations, and as a condition of this Agreement, the following procedure and penalties shall be in effect:

(a) First Violation - Supervisors Memorandum of Verbal Counseling (SMVC) - Unless otherwise provided in this Agreement, for the first violation the employee shall be given an SMVC, a written copy of which shall be furnished to the employee, Union office, and the Director of Labor Relations. The Employer will exercise its best efforts to implement progressive discipline no later than forty-five (45) days following the violation. Except as otherwise provided in this Agreement, the SMVC shall be a condition precedent to further disciplinary action for subsequent violations. In accordance with this Agreement, if no further violations occur within a period of eight (8) months from the first violation, the SMVC shall no longer remain in effect at that point.

(b) Second Violation - Formal Letter of Warning (FLW) - Unless otherwise provided in this Agreement, for the second violation of a similar offense within the eight (8) month period

referred to in (a) above, the employee shall be given a FLW, a written copy of which shall be furnished to the employee, Union office, the Director of Labor Relations, and a copy placed in the employee's personnel file. The Employer will exercise its best efforts to implement progressive discipline no later than forty-five (45) days following the violation. Except as otherwise provided in this Agreement, the FLW shall be a condition precedent to further disciplinary action for subsequent similar violations. In accordance with this Agreement, if no further violations occur within a period of one (1) year from the second violation, the FLW shall no longer remain in the employee's personnel file.

(c) Third Violation - Suspension - Unless otherwise provided in this Agreement, for a subsequent violation of a similar offense, which violation occurs within the one (1) year period referred to in (b) above, the employee shall be suspended without pay. The Employer will exercise its best efforts to implement progressive discipline no later than forty-five (45) days following the violation. Except as otherwise provided in this Agreement, the suspension shall be a condition precedent to further disciplinary action for subsequent similar violations. In accordance with this Agreement, if no further violations occur within a period of one (1) year from the third violation, the suspension shall no longer remain in the employee's personnel file. If no similar violations occur within one (1) year from the date of the incident which led to the suspension, the suspension may not be used to mandate discharge for a subsequent similar Section 2 violation. A Section 2 suspension will preclude consideration for promotion for a period of one (1) year from the date of the incident that led to the suspension.

(d) Fourth Violation - Discharge - Unless otherwise provided in this Agreement, for a subsequent violation of a similar offense, which violation occurs within the one (1) year period referenced in (c) above, the employee shall be discharged and shall have no further recourse to the beneficial rights created by this Agreement, except those provided by Article __, Grievance and Arbitration. The Employer will exercise its best efforts to implement progressive discipline no later than forty-five (45) days following the violation.

Section 3. Immediate Suspension Pending Discharge

The following violations shall be subject to immediate suspension, pending discharge, with loss of pay for a period of not less than five (5) working days. The penalty, if any, including discharge, shall be established by the Employer after a hearing held within five (5) working days of notice of suspension, unless otherwise mutually agreed by the parties. Any grievance of the Employer's final decision will be considered timely if filed in accordance with the provisions of Article 23 within five (5) working days of said final decision. In order to discipline for the following violations, the employee must have been on the Employer's premises at the time of the violation(s), with the exception of the violations enumerated in (b), (c), (d), (h), (j) and (m) below.

- (a) Punching the time card of another employee, allowing someone else to punch or falsify a time card/record, or falsifying a time card/record in any way;
- (b) Defacing, damaging, or destroying property of the Employer or of another employee;

- (c) Assisting any person to gain unauthorized entrance to, or exit from, any portion of the Employer's premises;
- (d) Engaging in any criminal, dishonest, immoral, or indecent act, including but not limited to theft, pilferage, or unauthorized removal or use of the property or assets of the Employer, it's employees or patrons, and engaging in any way in bookmaking or in organized gambling;
- (e) Fighting or causing bodily injury to another person, or intimidating, threatening, or using discriminatory or profane language (including gestures) against or directed toward another person; or jeopardizing the life or safety of Authority employees or patrons;
- (f) Insubordination;
- (g) Drunkenness or under the influence of intoxicating substances on the job, having in the workplace, consuming during work hours, including breaks or meal periods, or selling or distributing any intoxicating liquors or other drugs/controlled substances in violation of the law;
- (h) Operating or using any piece of equipment and/or property without being authorized to do so;
- (i) Soliciting and/or accepting gifts from suppliers/customers of the Employer or providing services or referrals to suppliers/customers for financial or material gain;
- (j) Indictment, arrest, conviction, or plea of nolo contendere for an offense deemed by the Employer to adversely affect the financial interests, safety, and/or reputation of MassDOT or its employees;
- (k) Instituting or participating in a work stoppage or cessation of work; and
- (l) Loss of a money bag; and
- (m) Material misrepresentation or omission of facts in obtaining employment or falsification of employment or medical records.

Section 4. A Section 3 suspension will preclude consideration for promotion for a period of one (1) year from the date of the incident that led to the suspension.

Section 5. In the event an employee is summoned to meet with a supervisor for the purpose of discussing disciplinary action, said employee shall be entitled to be accompanied by the steward or alternate steward if said employee requests such representation and the steward or alternate steward is available during the shift; if the steward or alternate steward is unavailable, then, upon request by the employee, the employee may request that a Union member be present.

This provision shall be incorporated into the collective bargaining agreement governing bargaining units B, C, and F, shall prevail over any conflicting provision, and is subject to the

grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit.

SHIFT BIDDING

For employees who occupy a position in the HV Electrician or Telecommunication Analyst job series, shift schedules shall be posted annually during the last two (2) weeks in September, to be effective the first week of October. Employees shall have a choice of schedules, when posted, on the basis of classification seniority.

In areas or districts where more than one work shift exists, MassDOT will determine the effective date as well as the number and hours of the shifts to be bid at each shift bid in accordance with any applicable provision governing work-week scheduling. Any changes in the number of shifts or hours of the shifts from the prior shift bid will be for operational needs. Before making any changes in the number or hours of shifts to be bid, MassDOT will meet with the affected unions and provide the unions with the reasons for each change and consider suggestions from the unions for the number and hours of each of the shifts to be bid.

Shift bids shall be posted for bidding at least once per year, but no more than two (2) times per year. Shift schedules shall be posted for seven (7) calendar days. Employees within the area or district in the applicable titles will timely bid for their preferred shift no later than the end of the seven (7) calendar day period following the posting based on classification seniority. Time spent by a former Massachusetts Turnpike Authority or Port employee in a job classification that has been assigned to a state title shall be deemed to be seniority within the state title for purposes of determining classification seniority in that title.

As a general rule, MassDOT shall not change an employee's shift/bid assignment. Should it become necessary in response to operational needs to adjust an employee's shift/bid, then absent an emergency situation, revisions to work schedules will be made with no less than ten (10) calendar days advance notice. Prior to making involuntary shift schedule change(s), Management shall request volunteers from qualified employees within the same title in the area or district where the open shift(s) exists. If there are insufficient volunteers, the shift schedule of the least senior qualified employee within the same title in the area or district where the open shift(s) exist on a shift where operations would be least impacted by an open shift will be adjusted.

This Article does not establish a minimum staffing obligation on the employer nor an obligation to fill any vacant shift on either a regular or an overtime basis.

This provision shall be incorporated into the collective bargaining agreements governing bargaining units B, C, D, and E, shall prevail over any conflicting provision, and is subject to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit.

RELOCATION

As a general rule, MassDOT will not involuntarily relocate any of its employees to another work location that is more than thirty miles from his/her current work location. For purposes of this provision, work location shall mean the location at which the employee customarily reports to work. Should management decide that operational needs require the involuntary relocation of an employee more than thirty miles from his/her current work location MassDOT will do so from among the pool of qualified employees within the classification needed to relocate in the reverse order of seniority, provided that any employee so relocated shall not be relocated beyond an adjacent district, and further provided that any such employee so relocated will be returned to his former work location as soon as operational needs permit. This Article shall not apply to employees assigned as resident engineers or inspectors; the assignment and reassignment of such employees shall be subject to the applicable collective bargaining agreement and to established practice thereunder.

This Article shall apply to Units B, C, D and E and to Highway Division employees in Unit A, shall prevail over any conflicting provision, and shall be subject to the grievance arbitration procedure contained in the collective bargaining agreements applicable to the bargaining unit.

SAFETY

Applicable to Unit C employees in the HV Electrician Title and where noted Communication Technicians

Safety

- (a) Electricians are required to have a Class D driver's license and will, when directed, drive vehicles assigned to and used by the electrical department, which vehicles may, of course, be periodically assigned to non-electricians. The Director of Occupational Safety or his/her designee will resolve any disputes over the necessity of Electricians driving a particular vehicle during a work operation.
- (b) Electricians employed under the terms of this Agreement shall provide a suitable tool box containing the following tools:

12-in-1 (multi-tip) Screwdriver
25 foot Rule/Tape Measure Razor Knife (Exacto, box cutter)
Allen Wrench Set Six Screw Drivers
Cable Cutters (Ratchet) Small and Stubby Screwdrivers
Compass Saw Six-foot Rule
Crescent Wrench Small File
Diagonal Pliers Socket Set (up to ½" drive)
Flashlight Tap Wrench Set
Hacksaw Frame Tool Bag
Hammer Tweaker (Flat Head Screwdriver) for

Knife	Electronic Calibrations
Level	Vice Locks/Channel Locks
Long Nose Pliers	Voltage Tester with amp probe
Nut Drivers	Wire Stripper/Crimping/Combo
Pencil Tool	
Pliers, Adjustable	Wrenches of various types

These tools and any others supplied by electricians will be inventoried to become eligible for replacement or reimbursement. The Employer shall replace or, at its discretion, in kind reimburse employees for the cost of replacement of inventoried employees' tools broken, damaged or worn out on the job upon presentation of the broken, damaged or worn out item. MassDOT will replace or reimburse employees for the cost of replacement of inventoried tools which are stolen while on MassDOT property upon submission of a fully completed report of theft to MassDOT and the local police department. "Lost" tools will be replaced by the employee who loses them. Authorization for reimbursement, where appropriate, shall be made upon verification by a designated supervisor or manager within five (5) days following receipt of proof of purchase.

- (c) Each Electrician that previously received reimbursement for safety boots will receive reimbursement for safety boots to be purchased by the employee. Each employee may request reimbursement for one (1) winter pair of safety boots and one (1) summer pair of safety boots. However, the total amount of safety boot reimbursement will not exceed \$120.00 in any calendar year.

Employees must present a timely dated receipt which clearly identifies the purchase as a pair of safety boots and the safety boots themselves, to his/her Supervisor in order to initiate safety boot reimbursements. Safety boots must be worn on the job.

- (d) Safety glasses will be supplied.
- (e) Edison-approved or industry approved rubber gloves will be issued to every electrician as needed.
- (f) Two electricians will be assigned to any assigned shift whenever necessary to ensure safe working conditions. In the event of any dispute, MassDOT will seek the opinion of its Director of Occupational Safety or his/her designee.
- (g) As a safety measure, two (2) or more electricians must work together on all energized circuits or equipment which carry 440 volts or more, whenever one is assigned to actually perform work on any such circuit or equipment.

Consistent with the practice of assignment within Tunnel facilities, whenever one communication technician is assigned to actually perform work within a Tunnel facility where there will be no radio coverage, another communication technician or other qualified worker will be assigned along with the communication technician.

- (h) The parties recognize that routine common household-like tasks may be performed by any employee so assigned. Examples of such routine tasks include the changing of common, household-type light bulbs and the plugging in to a common electrical outlet strings of household-type holiday lights for testing prior to bulb replacement.
- (i) The above terms will be incorporated into the collective bargaining agreements governing Units C and D, shall prevail over any conflicting provisions, and are subject to the grievance arbitration process of the Unit C and/or D collective bargaining agreement for those employees covered by the terms of the above provisions.

CLASSIFICATION AND COMPENSATION SURVEY

Classification Study

The parties agree to the dual principles that employees should be properly classified in appropriate job titles and that employees who perform similar duties should be classified in the same or similar titles.

In order to give effect to these principles, and without limiting the right of the employer to engage its own review of title designation and placement, the parties agree as follows.

- 1) The parties shall establish special labor management committees on classification. Bargaining Units B and C shall have one joint committee; Bargaining Units D and E shall each have their own separate committee. The committees shall include one member from each union within the bargaining unit and an equal number of management representatives. Intra-union voting shall be proportionate to their membership. Within each committee there shall be one union co-chairperson and one management co-chairperson. The co-chairpersons shall set the agenda for each meeting and may establish sub-committees and appoint representatives to such committees.
- 2) Each of the committees shall mutually agree on a classification expert who shall conduct a study of the job classifications of employees within the affected unit(s). The expert shall be informed that the target date for the completion of the study shall be six months. The selection of the expert shall be subject to applicable procurement requirements. The expert shall identify instances in which persons who perform the same or similar work are not similarly classified. The expert shall make a recommendation as to the most efficacious manner of correcting the inequity for each such instance identified. The expert shall also describe any instances found where classifications are outdated or incorrect and shall propose new or corrected classifications.
- 3) Following release of the study for any unit, the appropriate special labor management committee shall meet as often as necessary to develop a plan to implement the expert's findings. The committee shall recommend its plan to the Director of Human Resources.
- 4) Beginning 30 days but not longer than 60 days following the completion of the study for a particular unit, any employee who believes that he/she is not classified appropriately or an employee who believes that he/she is not classified consistently with other unit employees who perform the same or similar work may file a classification appeal. The

committees shall develop an appeal form which shall include, at a minimum, the title to which the employee seeks to be reclassified and the factual basis for the reclassification request. The employee must submit a completed appeal form and include all documents supporting the appeal for consideration. Failure to provide either shall result in the dismissal of the appeal. Employees seeking reclassification through c. 30 shall not be eligible to appeal under the provisions of this agreement. The classification expert and the committee shall have 60 days to consider the appeal from the date it is submitted and to implement any corrective action necessary. If the classification expert and the committee determine that the position warrants reclassification to a lower title, then the incumbent in the position shall remain in the higher title and receive step increases per the terms of the applicable collective bargaining agreement. If the incumbent vacates the position and the employer seeks to fill the position, the position shall be posted at the lower title. If at the end of the 60 day period the employee is not satisfied, the union may, within 30 days following the 60 day period, unless otherwise agreed, demand expedited arbitration before a neutral agreed upon by the parties or, at the request of either party a tripartite panel consisting of the neutral and a designee from management and a designee from the exclusive bargaining unit representative of the employee. The arbitrator or panel shall conduct a review to determine whether or not the decision of the committee was based upon sound and sufficient reasons according to expedited procedures which will be developed by the parties. If the arbitrator or panel determines that the position warrants reclassification to a lower title, then the incumbent in the position shall remain in the higher title and the incumbent's salary shall be "red-circled" and shall not receive step increases associated with the position. If the incumbent vacates the position and the employer seeks to fill the position, the position shall be posted at the lower title. The study conducted by the classification expert pursuant to paragraph 2 above or any decision issued by the expert pursuant to this paragraph shall be introduced in evidence in each such proceeding and shall be prima facie evidence of the facts and recommendations contained therein.

- 5) In the event that the arbitrator or panel finds that an employee is more appropriately classified in a different title, the arbitrator or panel shall order a reclassification effective upon the date of the order.
- 6) The decision of the arbitrator or panel shall be final and binding on the parties subject to c. 150C. The cost of the arbitrator shall be borne equally by the parties.
- 7) The effective date of reclassification to a higher title shall be as follows:
 - a. If the expert and or committee determines that a position should be reclassified to a higher title, the effective date of any reclassification of that position shall be sixty (60) days from the expert's or committee's determination.
 - b. If the arbitrator or panel determines that the position should be reclassified to a higher title, then the effective date of the reclassification shall be the date of the arbitrator's or panel's award.
- 8) Should appropriations be necessary to fund cost items that may result pursuant to this provision in accordance with c.150E, section 7, the cost items shall be effective on the date provided pursuant to this section and MassDOT shall make and support such request. If the request to fund the cost item is rejected then, the cost items shall be returned to the parties for further bargaining.

SENIORITY

There shall be a single integrated seniority roster for each bargaining unit.

Division seniority shall be the length of an employee's total service within the Division. Division seniority for employees transferred to MassDOT pursuant to Chapter 25 of the Acts of 2009 shall include total service with the Department/Agency/Authority where they were employed as of October 31, 2009.

For purposes of layoff and recall seniority shall mean service rendered within a Division. The Highway Division, Registry Division, Aeronautics Division, and the Office of Planning and Other Shared Services ("Shared Services"), shall be the "Divisions" for purposes of this Article.

MassDOT seniority shall be determined by the length of an employee's total service with MassDOT as determined by date of hire. Seniority for employees transferred to MassDOT pursuant to Chapter 25 of the Acts of 2009 shall include total service with the Department /Agency/Authority where the employee was employed on October 31, 2009.

Bargaining Unit seniority shall be the length of an employee's total service in a position within the bargaining unit. Bargaining Unit seniority for employees transferred to MassDOT pursuant to Chapter 25 of the Acts of 2009 shall include total service in a position within the bargaining unit with the Department/Agency/Authority where they were employed as of October 31, 2009.

An employee whose position was transferred from the former Massachusetts Turnpike Authority, the Massachusetts Port Authority or the former MassHighway to MassDOT's Shared Services Division shall have seniority within the Shared Services Division and the Highway Division for purposes of layoff.

An employee whose position was transferred from the former Registry of Motor Vehicles to MassDOT's Shared Services Division shall have seniority within the Shared Services Division and Registry Division for purposes of layoff.

Employees transferred from the former Registry of Motor Vehicles or former MassHighway to the Administrative Services Division of the former Executive Office of Transportation shall have seniority within the Division to which their original agency transferred and/or the Shared Services Division.

Where employees have equal seniority within a Division, MassDOT seniority and then Bargaining Unit seniority shall be used in order of priority.

This provision shall be incorporated into the collective bargaining agreements governing bargaining units A, B, C, D, and E, shall prevail over any conflicting provision, and is subject to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit.

CLASSIFICATION POOL

There shall be a classification pool established to be used exclusively for the following purposes:

- i) Address pay equity issues
- ii) Fund Worker Retraining Initiatives as required by Chapter 25 of the Acts of 2009
- iii) Fund Worker Retraining Initiatives for positions eliminated due to obsolescence.

The parties shall establish a labor – management advisory committee to develop procedures for, among other things, the identification of net savings derived from operating efficiencies due to workforce integration and the administration of the pool funds. Upon identification of any such savings, the committee will issue a joint recommendation which shall include the committee's recommendation as to the allocation and timing of expenditures from the classification pool. The committee shall be comprised of ten members: five management representatives; and five union representatives, of which one shall be designated by AFSCME, Council 93, one designated by MOSES, one designated by NAGE, one designated by SEIU, Local 888 and one designated, collectively, by representatives of former Massachusetts Turnpike Authority and the former Massachusetts Port Authority unions. Contributions equaling 10% of the annual net savings derived from operating efficiencies due to workforce integration will be used to fund the pool. This amount will not include savings from debt restructuring, salary or benefit reductions or other savings not derived directly from operating efficiencies realized through integration of the work force. The committee shall meet once a month, commencing within thirty (30) days of execution of this Agreement, through June 30, 2012, unless otherwise agreed. Union representatives will be given time off for attending the meetings without loss of pay or benefits.

This provision shall be incorporated into the collective bargaining agreements governing bargaining units A, B, C, D, E, and F and shall prevail over any conflicting provision, and be subject to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit, provided that the arbitrator will have authority only to determine whether the terms of this provision have been followed but not over the outcome reached by the committee, arbitrator or panel.

CIVIL SERVICE/LAYOFF

If as a result of a reduction in force, MassDOT seeks to layoff an employee transferred to MassDOT from the Massachusetts Turnpike Authority or Tobin Bridge, who has more seniority, as defined by the parties, than a civil service employee in the same job title whose employment is retained in that same title, then MassDOT shall in advance of any such layoff meet and negotiate with the Union over the decision to layoff the more senior employee as well as alternatives to layoff.

This provision shall be incorporated into the collective bargaining agreements governing bargaining units B, C, D, and E, shall prevail over any conflicting provision, and is subject to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit.

SAVING CLAUSE

In the event that any section or portion of this MLIA is found to be invalid under state or federal law, then such specific section or portion shall be amended to the extent necessary to conform with such law, rule or regulation, but the remainder of this MLIA shall continue in full force and effect.

This provision shall be incorporated into the collective bargaining agreements governing bargaining units A, B, C, D, E and F shall prevail over any conflicting provision, and is subject to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit.

WITHDRAWAL OF PENDING INTEREST ARBITRATION CASES

The IBEW shall withdraw with prejudice against re-filing AAA Case No. 11-390-02148-09 in accordance with the terms of a settlement agreement executed simultaneously with this agreement.

Local 127 shall withdraw with prejudice against re-filing AAA Case No. 11-390-02115-09 in accordance with the terms of a settlement agreement executed simultaneously with this agreement.

Local 127 withdraws with prejudice against re-filing AAA Case No. 11-390-0488-09 and forever waives and agrees not to pursue any action or make any further claim or demand for interest arbitration under the collective bargaining agreement between the Massachusetts Turnpike Authority and the employees of Toll Roads, Bridges and Tunnels, Local 127 affiliated with the International Brotherhood of Teamster dated June 4, 2007.

WAIVER AND WITHDRAWAL OF CLAIMS

All unresolved non-disciplinary grievances, charges, claims or other actions filed by the IBEW, Local 127 and Local 5696 subsequent to the expiration of their collective bargaining agreement, that do not allege a violation of a continued term and condition of employment are deemed withdrawn effective upon the execution of this agreement. The parties shall continue their efforts to finalize the settlement agreements for those agreements in principle reached by the parties.

EFFECTIVE DATE

Unless otherwise specified, the terms of this MLIA shall become effective upon execution by all parties.

NEGOTIATIONS FOR SUCCESSOR COLLECTIVE BARGAINING AGREEMENTS

Negotiations for successor collective bargaining agreements for each Recognized Bargaining Unit shall be conducted between MassDOT and the Recognized Bargaining Representative for that bargaining unit, or its designee. Should a successor collective bargaining agreement for any bargaining unit not be executed by June 30, 2012, the applicable collective bargaining agreement covering the Recognized Bargaining Unit, as amended by this MLIA, shall remain in full force and effect pursuant to the applicable Duration and Renewal provisions in the respective agreements.

APPROPRIATION BY THE GENERAL COURT

Any cost items not specifically identified in this MLIA shall not become effective unless appropriations necessary to fund such cost items have been enacted by the General Court in accordance with G.L. c.150E, section 7, in which case, the cost items shall be effective on the date provided in this MLIA. MassDOT shall make and support such requests. If the request to fund the MLIA is rejected, the cost items shall be returned to the parties for further bargaining.

AMENDMENT TO CHAPTER 25 OF THE ACTS OF 2009

Upon execution of this MLIA, the State Unions and the TEAM unions shall jointly petition the General Court to enact an amendment to Chapter 25 of the Acts of 2009 in the following format:

An Act Relative to Collective Bargaining

Section 1. To the extent that any provision of Chapter 25 of the Acts of 2009 conflicts with a term of the Master Labor Integration Agreement ("MLIA") executed by the Massachusetts Department of Transportation ("MassDOT") on or about _____ or any agreement between MassDOT and Unions representing employees transferred to MassDOT executed between November 1, 2009 and the execution of the MLIA, then the terms of the MLIA or such other agreement shall prevail over such provision of Chapter 25. Notwithstanding any general or special law, MassDOT is authorized to recognize and negotiate with the exclusive bargaining unit representative identified in the MLIA pursuant to G.L. c. 150E for the units established in the MLIA. Nothing in this act is intended to amend, modify or render ineffective the provision of any other applicable general law.

Section 2. The provision of Section 1 shall take effect immediately on the passage of this act.

MassDOT will support the passage of such amendment by the Legislature.

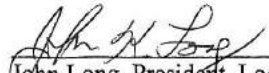
This provision shall be incorporated into the collective bargaining agreements governing bargaining units A, B, C, D, E and F, shall prevail over any conflicting provision, and be subject


to the grievance arbitration procedure contained in the collective bargaining agreement applicable to the bargaining unit.


Intending to be legally bound the parties have executed this MLIA as of the date first written above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

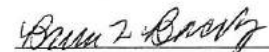
AFSCME, Council 93


John Long, President, Local 1009



James Lindsey


Joseph DeLorey, General Counsel


S.E.I.U., Local 888


Bruce T. Boccardy, President
SEIU, Local 888

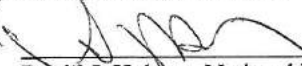
Teamsters, Local 127


Robert F. Cullinane, Secretary-
Treasurer/Principal Executive Officer

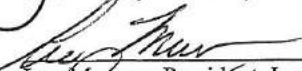
Teamsters, Local 25

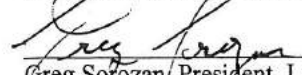

John A. Murphy, Vice-President, Business
Agent

NAGE/SEIU, Local 5000

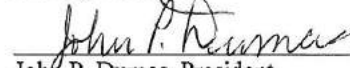

David J. Holway, National President


John Mann, President, Local R1-292

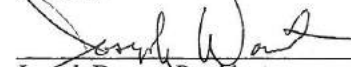

Leo Munroe, President, Local R1-219


Greg Sorozan, President, Local R1282

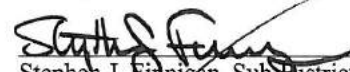
IBEW, Local 103

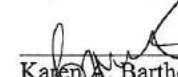

John P. Dumas, President

MOSES


Joseph Dorant, President

USW, Local 5696 Unit 00

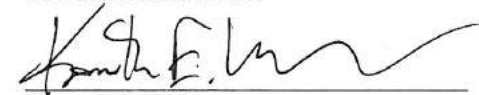

Stephen J. Kinnigan, Sub-District Director



Karen A. Bartholomew, President

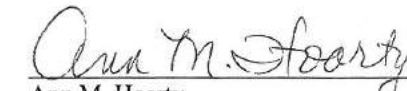
USW, Local 5696 Unit 01


Joseph Carlson, Staff Representative

**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**


Kenneth E. Weber
Chief Administrative Officer


Michael C. Rutherford
Director of Labor and Employee Relations


Ann M. Hoarty
Collective Bargaining Administrator

ATTACHMENT A

Position Title	Bargaining Unit
Administrative Secretary I	MDOT A
Administrative Secretary II	MDOT A
Bookkeeper I	MDOT A
Bookkeeper II	MDOT A
Clerk I	MDOT A
Clerk II	MDOT A
Clerk III	MDOT A
Clerk IV	MDOT A
Clerk V	MDOT A
Clerk VI	MDOT A
Computer Operator I	MDOT A
Computer Operator II	MDOT A
Customer Service Rep I, RMV	MDOT A
Customer Service Rep II, RMV	MDOT A
Customer Service Rep III, RMV	MDOT A
EDP Entry Operator I	MDOT A
EDP Entry Operator II	MDOT A
EDP Entry Operator III	MDOT A
EDP Entry Operator IV	MDOT A
EDP Scheduler	MDOT A
Field Investigator I	MDOT A
Field Investigator II	MDOT A
Field Investigator III	MDOT A
Field Investigator IV	MDOT A
Inventory Control Coordinator I	MDOT A
Inventory Control Coordinator II	MDOT A
Mail Clerk II	MDOT A
Mail Clerk III	MDOT A
Receiving Teller I	MDOT A
Receiving Teller II	MDOT A
Records Analyst	MDOT A
Reproduction Services Supervisor	MDOT A
Title Review Officer	MDOT A
Typist I	MDOT A
Typist II	MDOT A
Warehouse Supervisor I	MDOT A
Warehouse Supervisor II	MDOT A
Word Processing Operator I	MDOT A
Word Processing Operator II	MDOT A

ATTACHMENT A (continued)

Position Title	Bargaining Unit
Aeronautical Inspector I	MDOT B
Bridge Operator	MDOT B
Bridge Operator I	MDOT B
Bridge Operator II	MDOT B
Building Maintenance Supervisor II	MDOT B
Chief Maintenance Mechanic	MDOT B
Communication Dispatcher I	MDOT B
Communication Dispatcher II	MDOT B
Highway Maintenance Foreman I	MDOT B
Highway Maintenance Foreman II	MDOT B
Highway Maintenance Foreman III	MDOT B
Highway Maintenance Foreman IV	MDOT B
Janitor III	MDOT B
Janitor IV	MDOT B
Laborer I	MDOT B
Laborer II	MDOT B
Mail Clerk III ¹	MDOT B
Maintenance Equipment Operator I ²	MDOT C
Maintenance Equipment Operator II ²	MDOT C
Microphotographer I	MDOT B
Microphotographer II	MDOT B
Motor Equipment Mechanic I	MDOT B
Motor Equipment Mechanic II	MDOT B
Motor Equipment Mechanic III	MDOT B
Motor Equipment Mechanic IV	MDOT B
Radio Maintenance Technician I	MDOT B
Radio Maintenance Technician II	MDOT B
State Police Dispatcher I	MDOT B
State Police Dispatcher II	MDOT B
State Police Dispatcher III	MDOT B
Storekeeper I	MDOT B
Storekeeper II	MDOT B
Storekeeper III	MDOT B
Storekeeper IV	MDOT B
Supervisor of Motor Pool, PWD	MDOT B

¹Incumbent(s) in this position title are grandfathered within MassDOT Bargaining Unit B; vacancies in this position title which are filled in the future will be affiliated with MassDOT Bargaining Unit A.

²Incumbent(s) in this position title are grandfathered within MassDOT Bargaining Unit B; vacancies in this position title which are filled in the future will be affiliated with MassDOT Bargaining Unit C.

ATTACHMENT A (continued)

Position Title	Bargaining Unit
Traffic Control Equip Supervisor I	MDOT B
Traffic Control Equip Supervisor II	MDOT B
Traffic Section Foreman I	MDOT B
Traffic Section Foreman II	MDOT B
Tree Climber	MDOT B
Tree Surgeon	MDOT B
Bridge Carpenter	MDOT C
Bridge Maintenance Foreman I	MDOT C
Bridge Maintenance Foreman II	MDOT C
Bridge Painter	MDOT C
Bridge Welder	MDOT C
Carpenter I	MDOT C
Carpenter II	MDOT C
Electrician I	MDOT C
Electrician II	MDOT C
Highway Repair Foreman	MDOT C
High Voltage Electrician I	MDOT C
High Voltage Electrician II	MDOT C
High Voltage Electrician III	MDOT C
HVAC Refrigeration Mechanic II	MDOT C
Machinist II	MDOT C
Maintenance Equipment Operator I	MDOT C
Maintenance Equipment Operator II	MDOT C
Metal Worker I	MDOT C
Metal Worker II	MDOT C
Painter I	MDOT C
Painter II	MDOT C
Plumber and Steamfitter II	MDOT C
Sign Painter & Letterer I	MDOT C
Sign Painter & Letterer II	MDOT C
Spray Painter Working Foreman	MDOT C
Accountant I	MDOT D
Accountant II	MDOT D
Accountant III	MDOT D
Accountant IV	MDOT D
Accountant V	MDOT D
Administrative Assistant I	MDOT D
Administrative Assistant II	MDOT D

ATTACHMENT A (continued)

Position Title	Bargaining Unit
Administrative Assistant, RMV	MDOT D
Administrative Rev Officer I	MDOT D
Administrative Rev Officer II	MDOT D
Asst Mgr of Computer Ops	MDOT D
Auditor I	MDOT D
Auditor II	MDOT D
Auditor III	MDOT D
Auditor IV	MDOT D
Budget Examiner I	MDOT D
Budget Examiner II	MDOT D
Budget Examiner III	MDOT D
Business Management Specialist	MDOT D
Buyer I	MDOT D
Buyer II	MDOT D
Buyer III	MDOT D
Buyer IV	MDOT D
Compliance Officer I	MDOT D
Compliance Officer II	MDOT D
Compliance Officer III	MDOT D
Construction Contract Assist Spec	MDOT D
Contract Specialist I	MDOT D
Contract Specialist II	MDOT D
Contract Specialist III	MDOT D
Counsel	MDOT D
Counsel I	MDOT D
Counsel II	MDOT D
Driver's License Examiner	MDOT D
EDP Programmer I	MDOT D
EDP Programmer II	MDOT D
EDP Programmer III	MDOT D
EDP Programmer IV	MDOT D
EDP Programmer V	MDOT D
EDP Systems Analyst I	MDOT D
EDP Systems Analyst II	MDOT D
EDP Systems Analyst III	MDOT D
EDP Systems Analyst IV	MDOT D
Electronic Technician I	MDOT D
Head Administrative Assistant	MDOT D
Information Officer I	MDOT D
Information Officer II	MDOT D

ATTACHMENT A (continued)

Position Title	Bargaining Unit
Information Officer III	MDOT D
Management Analyst I	MDOT D
Management Analyst II	MDOT D
Management Analyst III	MDOT D
Motor Vehicle Dist Office Supervisor	MDOT D
Personnel Analyst I	MDOT D
Personnel Analyst II	MDOT D
Personnel Analyst III	MDOT D
Personnel Officer I	MDOT D
Personnel Officer II	MDOT D
Personnel Selection Spec III	MDOT D
Principle Right of Way Agent	MDOT D
Program Coordinator I	MDOT D
Program Coordinator II	MDOT D
Program Coordinator III	MDOT D
Prop, Equip & Inventory Control Supervisor I	MDOT D
Prop, Equip & Inventory Control Supervisor II	MDOT D
Property Management Spec I	MDOT D
Property Management Spec II	MDOT D
Research Analyst I	MDOT D
Research Analyst III	MDOT D
Right Of Way Agent I	MDOT D
Right Of Way Agent II	MDOT D
Right Of Way Agent III	MDOT D
Right Of Way Agent IV	MDOT D
Specifications Specialist	MDOT D
Senior Programmer/Analyst, Pdpp	MDOT D
Statistician I	MDOT D
Statistician II	MDOT D
Statistician III	MDOT D
Supervising Program Analyst	MDOT D
Sys Programmer/Sys Supervisor, Pdpp	MDOT D
Telecommunications Analyst I	MDOT D
Telecommunications Analyst II	MDOT D
Telecommunications Specialist	MDOT D
(TPL is a position status designation, not a title)	MDOT D
TPL: Communications Analyst Sr	MDOT D
TPL: LAN/WAN Admin. Mgr.	MDOT D
TPL: Project Manager	MDOT D
TPL003: Application Devel. Sr.	MDOT D

ATTACHMENT A (continued)

Position Title	Bargaining Unit
TPL023: Middle Tier Soft. Adm	MDOT D
TPL025: Network Engineer	MDOT D
TPL035: Systems Administrator	MDOT D
Training Program Coordinator II	MDOT D
Training Technician I	MDOT D
Training Technician II	MDOT D
Training Technician III	MDOT D
Warehouse Supervisor II ³	MDOT D
Word Processing Operator I ³	MDOT D
Chemist I	MDOT E
Chemist II	MDOT E
Civil Engineer I	MDOT E
Civil Engineer II	MDOT E
Civil Engineer III	MDOT E
Civil Engineer IV	MDOT E
Civil Engineer V	MDOT E
Civil Engineer VI	MDOT E
Construction Coordinator I	MDOT E
Construction Coordinator II	MDOT E
Construction Coordinator III	MDOT E
Cultural Resources Specialist	MDOT E
Electrical Engineer I	MDOT E
Electrical Engineer II	MDOT E
Electrical Engineer III	MDOT E
Electrical Engineer IV	MDOT E
Electrical Engineer V	MDOT E
Electrical Engineer VI	MDOT E
Engineering Aide I	MDOT E
Engineering Aide II	MDOT E
Environmental Analyst I	MDOT E
Environmental Analyst II	MDOT E
Environmental Analyst III	MDOT E
Environmental Analyst IV	MDOT E
Environmental Analyst V	MDOT E
Environmental Analyst VI	MDOT E
Environmental Engineer I	MDOT E

³ Incumbent(s) in this position title are grandfathered within MassDOT Bargaining Unit B; vacancies in this position title which are filled in the future will be affiliated with MassDOT Bargaining Unit A.

ATTACHMENT A (continued)

Position Title	Bargaining Unit
Environmental Engineer II	MDOT E
Environmental Engineer III	MDOT E
Environmental Engineer IV	MDOT E
Environmental Engineer V	MDOT E
Environmental Engineer VI	MDOT E
Federal Aid Coordinator I	MDOT E
Federal Aid Coordinator II	MDOT E
Federal Aid Coordinator III	MDOT E
Federal Aid Coordinator IV	MDOT E
Federal Aid Coordinator V	MDOT E
General Construction Inspector I	MDOT E
General Construction Inspector II	MDOT E
Highway Traffic Inspector I	MDOT E
Highway Traffic Inspector II	MDOT E
Highway Traffic Inspector III	MDOT E
Highway Traffic Inspector IV	MDOT E
Industrial Safety/Health Inspector I	MDOT E
Industrial Safety/Health Inspector II	MDOT E
Industrial Safety/Health Inspector III	MDOT E
Landscape Architect I	MDOT E
Landscape Architect II	MDOT E
Mechanical Engineer I	MDOT E
Mechanical Engineer II	MDOT E
Mechanical Engineer III	MDOT E
Mechanical Engineer IV	MDOT E
Regional Planner II	MDOT E
Regional Planner III	MDOT E
Senior Lab Inspector, Bldg Mat, Pwd	MDOT E
Transportation Program Planner I	MDOT E
Transportation Program Planner II	MDOT E
Transportation Program Planner III	MDOT E
Transportation Program Planner IV	MDOT E
Transportation Program Planner V	MDOT E
Courier I	MDOT F
Courier II	MDOT F
Toll Collector I	MDOT F
Toll Collector II	MDOT F

ATTACHMENT B

Former MTA/MassPort Position Title	Converted State Title
Accountant/Auditor 3-C	Accountant III
Accounts Payable Clerk	Accountant II
Accounts Receivable Clerk	Accountant II
Acting Administrative Asst 1 N	Program Coordinator II
Administrative Asst 1 F (S. Johnson)	Administrative Assistant II
Administrative Asst 1 N (L. Child)	Administrative Assistant I
Administrative Asst 1 N (S. DeNicola)	Business Management Specialist
Administrative Asst 1 N (J. Porter-Resigned)	Personnel Officer I
Affirmative Market Officer	Compliance Officer II
Area Construction Mgr-C	Civil Engineer VI
Assistant Division Engineer	Civil Engineer V
Assistant Manager of OCC	Transportation Program Planner III
Assoc Database Analyst	TPL B – Appl Systems Analyst/Programmer Sr.
Asst Foreman	Highway Maintenance Foreman III
Asst Mgr of Commuter Services (D. Bubriski)	Compliance Officer II
Asst Mgr of Commuter Services (R. Rohanna)	Program Coordinator III
Asst Mgr of Toll Collection	Program Coordinator III
BMS - Sprinkler Fitter	Plumber and Steamfitter II
BMS Carpenter	Carpenter II
BMS Electrician	Electrician II
BMS HVAC	HVAC Refrigeration Mechanic II
BMS Millwright	Carpenter II
BMS Oil Burner Tech	Plumber and Steamfitter II
BMS Plumber	Plumber and Steamfitter II
BMS Sign Hanger	Carpenter II
BMS Sign Maker & Erector	Carpenter II
Bridges & Structures Engineer	Civil Engineer VI
Budget Analyst	Budget Examiner III
Building Maintenance Skilled	N/A – incumbent retired
Buyer	Buyer IV
CAD Technician	Civil Engineer II
Chief Electrician	High Voltage Electrician III
Civil Engineer	Civil Engineer IV
Communications Technical Support Supervisor	EDP Systems Analyst IV
Communications Engineer	Electrical Engineer IV
Communications Maintenance Engineer	Electrical Engineer V
Communications Systems Engineer	Electrical Engineer V
Communications Technician	Telecommunication Analyst I
Commuter Services Coordinator	Administrative Assistant II
Construction Administrator 2-C	Administrative Assistant II
Construction Administrator 3-C	Administrative Assistant II
Contracts Administrator	Civil Engineer IV
Control Center Operator	Program Coordinator II
Courier	Toll Courier I
Custodian	Janitor III

ATTACHMENT B (continued)

Former MTA/MassPort Position Title	Converted State Title
Custodian – PT	Janitor III - PT
Deputy Director for Real Estate	Program Coordinator III
Depot Inventory & Records Spec	Business Management Specialist ⁴
Design Engineer	Civil Engineer VI
Division Engineer	Civil Engineer VI
Electrical Maintenance Engineer	Electrical Engineer V
Electrical Testing Engineer	Electrical Engineer V
Electrician	High Voltage Electrician I
Electrician (MassPort)	Electrician II
Emergency Service Patrol Person-PT	Laborer II – PT
Emergency Service Patrol Person	Laborer II
Engineering Office Clerk	Administrative Assistant I
Environmental Analyst	Environmental Analyst IV
Environmental Technician Temp	Environmental Analyst II
Environmental Technician	Environmental Analyst II
ETC Coordinator (M. Mahoney)	Program Coordinator III
ETC Coordinator (L. Plante – Retired)	Program Coordinator III
Executive Secretary-C	Administrative Assistant II
Facilities Coordinator	Contract Specialist I
Facilities Maintenance Engineer	Electrical Engineer V
Facilities Manager	Program Coordinator III
First Class Mechanic Tech	Motor Equipment Mechanic III
Fore of Building Maintenance	Highway Maintenance Foreman III
Fore of Landscape	Highway Maintenance Foreman IV
Fore of Line Striping	Highway Maintenance Foreman IV
Fore of Maintenance	Highway Maintenance Foreman IV
Fore of Motor Equipment Maintenance	Motor Equipment Mechanic IV
Fore of Sign & Carpenter Shop	Highway Maintenance Foreman IV
Fore of Special Projects	Highway Maintenance Foreman IV
Health & Safety Coordinator	Industrial Safety and Health Inspector III
Hearings Examiner	Admin Rev Officer I
Heavy Equipment Operator	Maintenance Equipment Operator II ²
Heavy Equipment Operator (MassPort)	Maintenance Equipment Operator II
Incident Response Operator	Maintenance Equipment Operator I ²
Incident Response Operator-PT	Maintenance Equipment Operator I – PT ²
Inspector	Civil Engineer III
Sr. Inspector (Ciampi, Kent, Serwo)	Civil Engineer IV
Inventory Administrator	Civil Engineer II
ITS Systems Administrator	TPL B – System Administrator
Junior Accountant	Accountant III
Landscape Worker	Maintenance Equipment Operator I ²

⁴ Incumbent(s) of this position are grandfathered within MassDOT Bargaining Unit B; vacancies in this position title which are filled in the future will be affiliated with MassDOT Bargaining Unit D.

² Incumbent(s) of these positions are grandfathered within MassDOT Bargaining Unit B; vacancies in these position titles which are filled in the future will be affiliated with MassDOT Bargaining Unit C.

ATTACHMENT B (continued)

Former MTA/MassPort Position Title	Converted State Title
Lead Analyst Programmer, ETC	Program Coordinator II
Lead Analyst/Programmer (M. Channing)	TPL B - Appl Systems Analyst/Programmer Sr.
Lead Analyst/Programmer (A. Carter)	TPL B - Project Manager
Lead Hearings Examiner	Admin Rev Officer II
Leave of Absence Administrator	Personnel Officer II
Light Equipment Operator	Maintenance Equipment Operator I ²
Mail/Office Services Clerk	Mail Clerk III
Maintenance Engineer	Civil Engineer V
Maintenance Worker	Maintenance Equipment Operator I ²
Manager of OCC	Transportation Program Planner IV
Manager Contract Admin & Specif Dev	Program Coordinator III
Manager of Cash Management	Accountant V
Manager of Commuter Services	Program Coordinator III
Manager of Env Proc & Permits-C	Environmental Analyst IV
Manager of Motor Equip Maintenance	Program Coordinator III
Manager of Records Management	Program Coordinator III
Manager of Toll Collection-MHS (A. Contrino)	TBD
Manager of Toll Collection-MHS (M. Tassinari)	Program Coordinator III
Manager of Toll Collection-WT (D. Moriarty-Ret 12/03)	Program Coordinator III
Manager of Toll Collection-WT (R. Caldwell)	Program Coordinator III
Manager of Toll Collection-WT (B. Moosey)	TBD
Manager Violation Enforce System	Program Coordinator III
Mechanic Technician	Motor Equipment Mechanic II
MMIS Engineer	Civil Engineer III
Motor Equipment Repairperson (MassPort)	Motor Equipment Mechanic IV
Motor Pool Courier	Motor Truck Driver
Payroll Clerk	Personnel Officer I
PC Support Technician	EDP Systems Analyst II
Police Statistical Clerk	Administrative Assistant I
Project Assistant 2-C	Administrative Assistant II
Public Safety Dispatcher	State Police Dispatcher II
Real Estate Coordinator	Program Coordinator I
Receptionist & Operator N	Administrative Assistant II
Records Management Coordinator (V. Cannavo)	Records Analyst (Incumbent resigned)
Records Management Coordinator (J. MacKay)	Warehouse Supervisor II
Risk Financing Manager	Program Coordinator III
Roadway Maintenance Associate	Laborer II
Section Safety Inspector	Industrial Safety and Health Inspector II
Senior Accounting Control Clerk	Accountant II
Senior Affirmative Market Inspector	Compliance Officer III
Senior Analyst/Programmer	TPL B - Middle Tier Software Administrator
Senior Communications Technician	Telecommunication Analyst II
Senior Control Center Operator	Program Coordinator III
Senior Courier	Toll Courier II
Senior Custodian	Janitor IV

ATTACHMENT B (continued)

Former MTA/MassPort Position Title	Converted State Title
Senior Electrical Engineer	Electrical Engineer VI
Senior Emergency Service Patrol Person	Maintenance Equipment Operator II ²
Senior Environmental Engineer	Environmental Engineer V
Senior Insurance Clerk	Personnel Officer II
Senior Maintenance/Motor Equip Clerk	Administrative Assistant II
Senior Mechanic Technician	Motor Equipment Mechanic IV
Senior Structural Engineer	Civil Engineer IV
Senior Systems Engineer	TPL B – Appl Systems Analyst/Pgrm Sr.
Senior Toll Collector	Toll Collector II
Senior Toll Reconciliation Clerk 2	Auditor II
Senior Traffic Engineer	Civil Engineer VI
Senior Work Coordinator	Civil Engineer II
Senior Civil Engineer	Civil Engineer V
Senior Environmental Technician	Environmental Analyst IV
Senior Financial/Statistical Analyst	Accountant IV
Senior Public Safety Dispatcher	State Police Dispatcher III
Skilled Laborer (MassPort)	Maintenance Equipment Operator I
Special Projects Worker	Highway Maintenance Foreman III
Supervisor of Special Projects	Civil Engineer III
Supervisor Electrician	High Voltage Electrician II
Supervisor of Accounts Payable	Accountant IV
Supervisor of Accounts Receivable	Accountant IV
Supervisor of Maintenance	Civil Engineer IV
Supervisor of Maintenance	Civil Engineer V
Supervisor of Motor Equipment Maintenance	Motor Equipment Mechanic IV
Supervisor of Motor Pool	Supervisor of Motor Pool, PWD
Supervisor Risk & Claims Admin	Business Management Specialist
Systems Engineer	TPL B – Technical Project Manager
Toll Collection Systems & Service Coordinator	Program Coordinator III
Toll Collector	Toll Collector I
Toll Collector – PT	Toll Collector I - PT
Toll Collector – Bump PT	Toll Collector I – Bump PT
Toll Officer (MassPort)	Toll Collector I
Toll Officer Sergeant (MassPort)	Toll Collector II
Toll Equipment Program Supervisor	Civil Engineer IV
Toll Equipment Technician	Electronic Technician I
Toll Reconciliation Prod Coordinator	Auditor III
Warehouse Receiver	Maintenance Equipment Operator I ²
Warehouse Supervisor	Warehouse Supervisor II ³
Webmaster	TPL B – Sr. Portal Information Architect
Welder	Welder/Mechanic
Word Processing Console Operator	Word Processing Operator I ³
Working Foreperson (MassPort)	Highway Repair Foreman
Work Planning Manager	Civil Engineer IV
Worker's Compensation Adjuster	Management Analyst III

**SETTLEMENT AGREEMENT
BETWEEN THE
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
AND
TEAMSTERS LOCAL 127
On behalf of itself and the Exclusive Bargaining Unit Representative for Bargaining Unit B
AND
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
On behalf of itself and the Exclusive Bargaining Unit Representative for Bargaining Unit C**

SETTLEMENT AGREEMENT

This settlement agreement (the "Agreement") is made and entered into this 28 day of December, 2010 (the "Effective Date") by and between **the Massachusetts Department of Transportation**, a body politic and corporate duly organized and existing pursuant to Chapter 25 of the Acts of 2009 ("MassDOT"), and **Teamsters Local 127** and the **National Association of Government Employees (NAGE)**. Teamsters Local 127 and NAGE are collectively referred to as "the Unions." MassDOT and the Unions are sometimes collectively called the "Parties."

WHEREAS, as part of the Master Labor Integration Agreement ("MLIA") the parties have agreed that certain employees represented by Teamsters, Local 127 will be reclassified into the title of Maintenance Equipment Operator ("MEO") I or II and will be placed in Bargaining Unit B; and

WHEREAS, NAGE represents certain employees currently holding the title of MEO I and II in Bargaining Unit C; and

WHEREAS, the Teamsters Local 127 and NAGE seek to maintain representation over employees they currently represent and the Parties agree to maintain the current title and bargaining unit placement of those employees; and

WHEREAS, the Parties recognize that maintaining the current title and bargaining unit placement will result in employees holding the same title will be in two separate bargaining units; and

WHEREAS, the Parties desire to address, in an amicable manner, any and all claims which have arisen or may arise regarding the placement of individuals into a title that will be placed into two bargaining units, and seek to enter into this Agreement in resolution of any pending complaints, charges, grievances and any and all other potential claims that have or could have been asserted in any forum, administrative, judicial or otherwise with respect to such placement; and


NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Employees represented by Teamsters, Local 127 in the titles set forth in Attachment A of this agreement will be placed in the title of Maintenance Equipment Operator I or II and will be assigned to MassDOT Bargaining Unit B and will continue to be represented by Teamsters Local 127. The terms and conditions of employment of such employees will be governed by the collective bargaining agreement applicable to MassDOT Bargaining Unit B. This provision shall not constitute a waiver of any employee's or union's right to seek review of the position classification as set forth in the Master Labor Integration Agreement.
2. Postings and future hires for the Maintenance Equipment Operator I and II will be to Bargaining Unit C. Union affiliation for future hires will be pursuant to the Master Labor Integration Agreement.
3. MassDOT may assign work routinely performed by employees in the Maintenance Equipment Operator title represented by any of the unions to qualified employees represented by other unions within the same title without regard to bargaining unit placement, or to contract or statutory protection that might otherwise prohibit such assignments. Further, all unions agree to waive their rights to file or process grievances or claims before the Division of Labor Relations or other legal action over such assignments on jurisdictional grounds.
4. The persons executing this Agreement represent and warrant that they have the legal authority to execute this Agreement on behalf of MassDOT and the Unions and Bargaining Units, and to bind MassDOT and the Union and the Bargaining Units to the obligations contained herein.
5. We have read the foregoing and understand that it applies to and covers all claims heretofore arising that we have, had, or may have had with respect to the subject matter of title placement covered by this agreement. We further acknowledge that we have had every opportunity to obtain counsel in this manner, and have either benefited from receipt of such counsel or have otherwise voluntarily chosen not to consult with such counsel in this matter. We further acknowledge that we accept and agree to the provisions of this Agreement and hereby execute it voluntarily and with full understanding of its consequences and without being coerced in any way.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

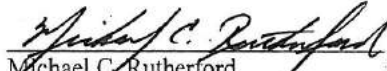
TEAMSTERS, LOCAL 127

MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION


Robert F. Cullinane,
Secretary-Treasurer/Principal Executive Officer

Date:

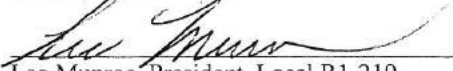
12/28/10


Michael C. Rutherford
Director of Labor and Employee Relations

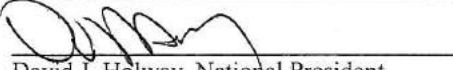
Date:

12/29/11

NAGE, Local R1-219


Leo Munroe, President, Local R1-219

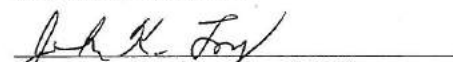
Date: _____


David J. Holway, National President

Date: 12/25/10

The component unions within Bargaining Units B and C assent to this agreement.

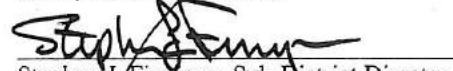
AFSCME, Council 93

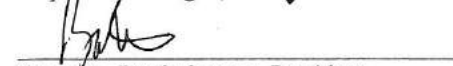

John Long, President, Local 1009

SEIU, Local 888

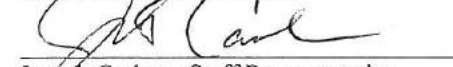

Bruce T. Boccardy, President, Local 888

USW, Local 5696 Unit 00

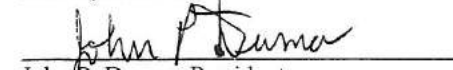

Stephen J. Finnigan, Sub-District Director


Karen A. Bartholomew, President

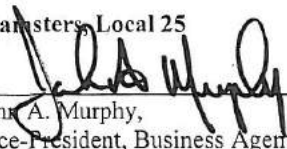
USW, Local 5696 Unit 01


Joseph Carlson, Staff Representative

IBEW, Local 103


John P. Dumas, President

Teamsters, Local 25



John A. Murphy,
Vice-President, Business Agent

ATTACHMENT A

Incident Response Operator	Maintenance Equipment Operator I
Incident Response Operator-PT	Maintenance Equipment Operator I
Landscape Worker	Maintenance Equipment Operator I
Light Equipment Operator	Maintenance Equipment Operator I
Maintenance Worker	Maintenance Equipment Operator I
Warehouse Receiver	Maintenance Equipment Operator I
Heavy Equip Operator	Maintenance Equipment Operator II
Sr Emer Serv Patrol Person	Maintenance Equipment Operator II

McDonald, Lamond & Canzoneri

Attorneys at Law
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153 Cordaville Road, Suite 320
Southborough, MA 01772-1834

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James F. Lamond
Jack J. Canzoneri
Mark A. Hickernell
Olinda R. Marshall
Jason R. Powalisz

Of Counsel
Martin Kantrovitz

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(617) 928-0080
FAX (508) 485-4477
(617) 928-0081

In Memoriam
Vida K. Berkowitz
(1994-2005)

December 28, 2010

VIA PDF E-MAIL

Michael C. Rutherford
Director of Labor and Employee Relations
Massachusetts Department of Transportation
10 Park Plaza, Suite 4160
Boston, MA 02116-3969

Re: MLIA Statement of Intent/Appropriations

Dear Michael:

Pursuant to the agreement reached in bargaining for the MLIA among the State Unions, Team Unions and MassDOT, I am setting forth below the text of a statement of intent clarifying a section of the MLIA. Specifically, MassDOT and the Unions acknowledge and agree that the cost items "not specifically identified" in the MLIA as per the Article thereof entitled "Appropriations By The General Court" are those costs that result from the implementation of the Article of the MLIA entitled "Classification Study." All other costs incurred by MassDOT in satisfying its obligations under all other terms of the MLIA are to be funded from existing funds maintained by MassDOT. By signing this letter of intent, MassDOT agrees and affirms to the Unions that it has sufficient resources to fully fund all such other costs without the need for appropriation from the General Court.

If this correctly clarifies the text of the MLIA as intended by the parties, please indicate your concurrence by signing on behalf of MassDOT in the space



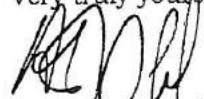
McDonald, Lamond & Canzoneri

Michael C. Rutherford
Director of Labor and Employee Relations
Page 2 of 2
December 28, 2010

provided below. I am also providing spaces for the agreement by the State
Unions. My signature below reflects the agreement of the TEAM Unions.

Thank you.

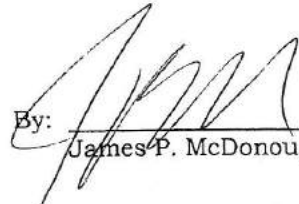
Very truly yours,


Alan J. McDonald

Agreed on behalf of MassDOT

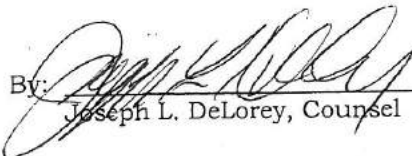
Agreed on behalf of MOSES

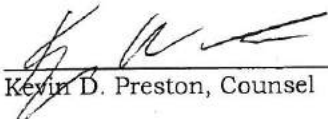
By: 
Michael C. Rutherford, Director
Of Labor and Employee Relations

By: 
James P. McDonough, Counsel

AFSCME Council 93

NAGE and SEIU. Local 888

By: 
Joseph L. DeLorey, Counsel

By: 
Kevin D. Preston, Counsel



**SETTLEMENT AGREEMENT
BETWEEN THE
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
AND
ALLIANCE, AFSCME-SEIU, AFL-CIO
On behalf of itself and the Coalition of MassDOT Unions**

SETTLEMENT AGREEMENT

This settlement agreement (the "Agreement") is made and entered into this 28 day of December, 2010 (the "Effective Date") by and between the **Massachusetts Department of Transportation**, a body politic and corporate duly organized and existing pursuant to Chapter 25 of the Acts of 2009 ("MassDOT"), and the **Alliance, AFSCME-SEIU, AFL-CIO** ("Alliance" or "Union" or "CMU"). MassDOT and Alliance are sometimes collectively called the "Parties."

WHEREAS, the Parties have agreed to a cost savings plan that would allow the allocation of certain savings to be allocated to a classification pool to address, among other things, pay equity issues; and

WHEREAS, the Parties have agreed to certain disbursements from this pool; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

1. Titles within Bargaining Unit B within MassDOT's Highway Division shall receive a one grade upgrade effective January 1, 2011.
2. Employees on the salary scale within Bargaining Unit B shall maintain the same step placement and advance to the next step after fifty-two weeks of creditable service in the step commencing from the first day of the payroll period immediately following placement into the step subject to any and all limits on step advancement contained in the applicable collective bargaining agreement.
3. This agreement is specific to those titles within Bargaining Unit B and the CMU waives its right to file or process grievances or claims before the Division of Labor Relations or other legal action on behalf of any other Bargaining Unit over the terms of this agreement.
4. This agreement shall not be admissible in any forum or cause of action between the parties, other than an action brought by the CMU as the Bargaining Unit B exclusive bargaining representative, to enforce the terms herein.
5. The Parties acknowledge that they have had every opportunity to obtain counsel in this manner, and have either benefited from receipt of such counsel or have otherwise voluntarily chosen not to consult with such counsel in this matter.
6. The persons executing this Agreement represent and warrant that they have the legal authority to execute this Agreement on behalf of MassDOT and the CMU and Bargaining Unit B, and to bind MassDOT and the CMU and Bargaining Unit B, to the obligations contained herein.

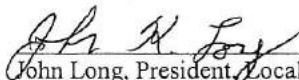
7. This agreement shall not become effective until such time as CMU has complied with the filing requirements set forth in G.L. c. 150E, secs. 13 and 14.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**ALLIANCE ON BEHALF OF THE
COALITION OF MASSDOT UNIONS**

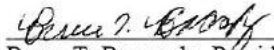
**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**

AFSCME, Council 93


John Long, President, Local 1009
Date:


Michael C. Rutherford
Director of Labor and Employee Relations
Date: 12/29/10

SEIU, Local 888


Bruce T. Bocardy, President, Local 888
Date:

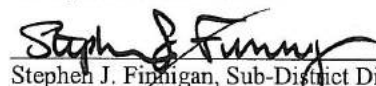
The component unions within Bargaining Unit B assent to this agreement.


TEAMSTERS, LOCAL 121


Robert F. Cullman,

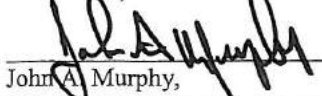
Secretary-Treasurer/Principal Executive
Officer

USW, Local 5696 Unit 00


Stephen J. Finnigan, Sub-District Director


Karen A. Bartholomew, President

Teamsters, Local 25


John A. Murphy,
Vice-President, Business Agent

USW, Local 5696 Unit 01


Joseph Carlson, Staff Representative

**SETTLEMENT AGREEMENT
BETWEEN THE
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
AND
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES/SERVICE
EMPLOYEES INTERNATIONAL UNION, LOCAL 5000
On behalf of itself and the Coalition of MassDOT Unions**

SETTLEMENT AGREEMENT

This settlement agreement (the "Agreement") is made and entered into this 27 day of December, 2010 (the "Effective Date") by and between the **Massachusetts Department of Transportation**, a body politic and corporate duly organized and existing pursuant to Chapter 25 of the Acts of 2009 ("MassDOT"), and the **National Association of Government Employees ("NAGE" or "Union" or "CMU")**. MassDOT and NAGE are sometimes collectively called the "Parties."

WHEREAS, the Parties have agreed to a cost savings plan that would allow the allocation of certain savings to be allocated to a classification pool to address, among other things, pay equity issues; and

WHEREAS, the Parties have agreed to certain disbursements from this pool; and

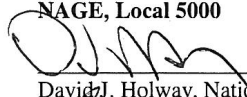
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

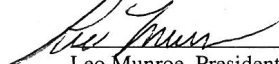
1. Titles within Bargaining Unit C within MassDOT's Highway Division shall receive a one grade upgrade effective January 1, 2011.
2. Employees on the salary scale within Bargaining Unit C shall maintain the same step placement and advance to the next step after fifty-two weeks of creditable service in the step commencing from the first day of the payroll period immediately following placement into the step subject to any and all limits on step advancement contained in the applicable collective bargaining agreement.
3. This agreement is specific to those titles within Bargaining Unit C and the CMU waives its right to file or process grievances or claims before the Division of Labor Relations or other legal action on behalf of any other Bargaining Unit over the terms of this agreement.
4. The remainder of the initial "seed" money shall be allocated to Units A, C, and D as the parties may agree.
5. This agreement shall not be admissible in any forum or cause of action between the parties, other than an action brought by the CMU as the Bargaining Unit C exclusive bargaining representative, to enforce the terms herein.
6. The Parties acknowledge that they have had every opportunity to obtain counsel in this manner, and have either benefited from receipt of such counsel or have otherwise voluntarily chosen not to consult with such counsel in this matter.

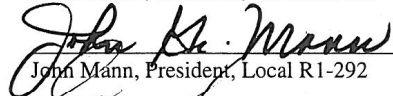
7. The persons executing this Agreement represent and warrant that they have the legal authority to execute this Agreement on behalf of MassDOT and the CMU and Bargaining Unit C, and to bind MassDOT and the CMU and Bargaining Unit C, to the obligations contained herein.
8. This agreement shall not become effective until such time as the execution of the MLIA by all parties and the CMU has complied with the filing requirements set forth in G.L. c. 150E, secs. 13 and 14.

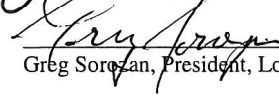
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

NAGE, Local 5000

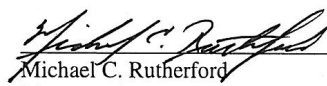

David J. Holway, National President


Leo Munroe, President, Local R1-219


John Mann, President, Local R1-292

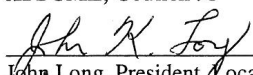

Greg Sorozan, President, Local R1282

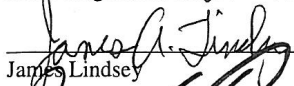
**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**

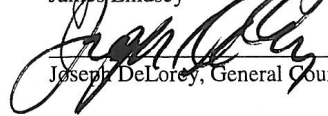

Michael C. Rutherford
Director of Labor and Employee Relations

The component unions within Bargaining Unit C assent to this agreement.

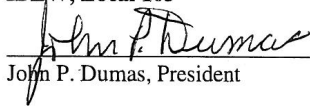
AFSCME, Council 93


John Long, President, Local 1009

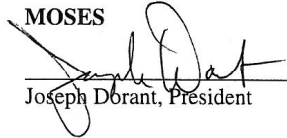

James Lindsey


Joseph DeLorey, General Counsel

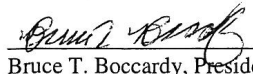
IBEW, Local 103


John P. Dumas, President

MOSES

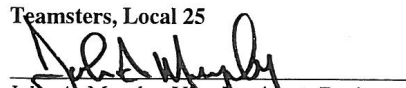

Joseph Dorant, President

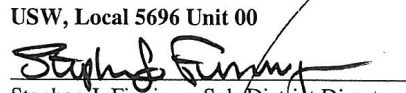
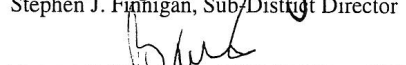
S.E.I.U., Local 888

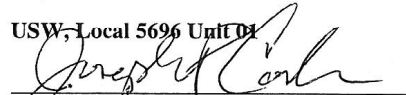

Bruce T. Bocardy, President

Teamsters, Local 127

Robert F. Cullinane, Secretary-
Treasurer/Principal Executive Officer

Teamsters, Local 25

John A. Murphy, Vice-President, Business
Agent

USW, Local 5696 Unit 00

Stephen J. Finnigan, Sub-District Director

Karen A. Bartholomew, President

USW, Local 5696 Unit 01

Joseph Carlson, Staff Representative

**SETTLEMENT AGREEMENT
BETWEEN THE
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
AND
MASSACHUSETTS ORGANIZATION OF STATE ENGINEERS AND SCIENTISTS
On behalf of itself and the Coalition of MassDOT Unions**

SETTLEMENT AGREEMENT

This settlement agreement (the "Agreement") is made and entered into this 27 day of December, 2010 (the "Effective Date") by and between the **Massachusetts Department of Transportation**, a body politic and corporate duly organized and existing pursuant to Chapter 25 of the Acts of 2009 ("MassDOT"), and the **Massachusetts Organization of State Engineers and Scientists ("MOSES" or "Union" or "CMU")**. MassDOT and MOSES are sometimes collectively called the "Parties."

WHEREAS, the Parties have agreed to a cost savings plan that would allow the allocation of certain savings to be allocated to a classification pool to address, among other things, pay equity issues; and

WHEREAS, the Parties have agreed to certain disbursements from this pool; and

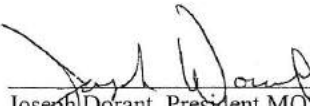
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

1. A step 13 will be added to the Bargaining Unit E salary schedule in accordance with Attachment A effective January 1, 2011.
2. Employees that have been at step 12 for at least 12 months shall advance to step 13 effective January 1, 2011.
3. All other employees on the salary scale within Bargaining Unit E shall maintain the same step placement and advance to the next step on their anniversary date.
4. This agreement is specific to those titles within Bargaining Unit E and the CMU waives its right to file or process grievances or claims before the Division of Labor Relations or other legal action on behalf of any other Bargaining Unit over the terms of this agreement.
5. This agreement shall not be admissible in any forum or cause of action between the parties, other than an action brought by the CMU as the Bargaining Unit E exclusive bargaining representative, to enforce the terms herein.
6. The Parties acknowledge that they have had every opportunity to obtain counsel in this manner, and have either benefited from receipt of such counsel or have otherwise voluntarily chosen not to consult with such counsel in this matter.
7. The persons executing this Agreement represent and warrant that they have the legal authority to execute this Agreement on behalf of MassDOT and the CMU and Bargaining Unit E, and to bind MassDOT and the CMU and Bargaining Unit E, to the obligations contained herein.

8. This agreement shall not become effective until such time as the execution of the MLIA by all parties and the CMU has complied with the filing requirements set forth in G.L. c. 150E, secs. 13 and 14.

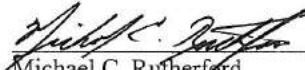
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**MOSES ON BEHALF OF THE
COALITION OF MASSDOT UNIONS**



Joseph Dorant, President MOSES
Date: _____

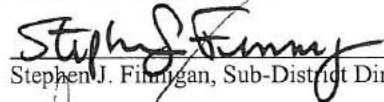
**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**

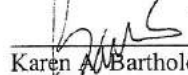


Michael C. Rutherford
Director of Labor and Employee Relations
Date: 12/23/16

The component unions within Bargaining Unit E assent to this agreement.

USW, Local 5696 Unit 00



Stephen J. Finnigan, Sub-District Director


Karen A. Bartholomew, President

USW, Local 5696 Unit 01



Joseph Carlson, Staff Representative

McDonald, Lamond & Canzoneri

Attorneys at Law
Cordaville Office Center
153 Cordaville Road, Suite 320
Southborough, MA 01772-1834

Alan J. McDonald
James F. Lamond
Jack J. Canzoneri
Mark A. Hickernell
Olinda R. Marshall
Jason R. Powalisz

Of Counsel
Martin Kantrovitz

Tel. (508) 485-6600
(617) 928-0080
FAX (508) 485-4477
(617) 928-0081

In Memoriam
Vida K. Berkowitz
(1994-2005)

December 27, 2010

VIA PDF E-MAIL AND FACSIMILE

Michael C. Rutherford
Director of Labor and Employee Relations
Massachusetts Department of Transportation
10 Park Plaza, Suite 4160
Boston, MA 02116-3969

Re: USW/Domicile Vehicles and Non-Revenue Passes/Transponders

Dear Michael:

The purpose of this letter is to memorialize the agreement reached at the meeting held on September 30, 2010 between the United Steelworkers and MassDOT concerning the employment practices over domiciled vehicles and non-revenue passes/transponders for work-related travel. Specially, I understand that USW and MassDOT have agreed to the following language in return for which USW has agreed to forego its efforts to incorporate job bidding language in the MLIA presently under consideration among MassDOT, the State Unions and the TEAM Unions, and/or to pursue a continuation of historical job bidding practices for USW members at the former Massachusetts Turnpike within the Department of Transportation.

1. Domicile Vehicles.

MassDOT agrees that it will continue the pre-existing practices under which USW members in the former bargaining units 00 and 01 who have been provided with vehicles by the Massachusetts Turnpike Authority for use in work-related activities and for commuting between home and work locations until such time as MassDOT has provided notice to USW over any intention to



McDonald, Lamond & Canzoneri

Michael C. Rutherford
Director of Labor and Employee Relations
Page 2 of 3
December 27, 2010

change such practices, and satisfied its duty under law to bargain with the exclusive representative of such members over any such change. It is further agreed that MassDOT will not make any such change until, at the earliest, the conclusion of successor negotiations for the collective bargaining agreements covering affected USW members expiring in June of 2012, at which time its rights to make any change will be subject to the outcome of those negotiations.

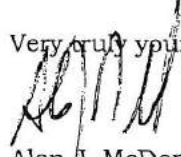
2. Non-Revenue Passes/Transponders.

Mass DOT agrees that it will continue the pre-existing practice for current USW members that have been provided with non-revenue passes and/or transponders for travel on the Massachusetts Turnpike without cost to such members until such time as it has issued cost free access cards with an imbedded chip or similar mechanism for use by MassDOT employees assigned to work locations on the Massachusetts Turnpike. After the issuance cards, employees will be allowed to use the cards only for work related travel, including, but not limited to, commuting to work locations on the Massachusetts Turnpike. Also upon the issuance of such cards, MassDOT will consider their use for purposes other than work-related travel to be misconduct for which discipline up to including discharge may be imposed.

If you agree that the foregoing accurately reflects our agreement, please sign on behalf of MassDOT in the space provided below. My signature represents the acceptance of these terms by USW.

Thank you.

Very truly yours,



Alan J. McDonald

AJM/jg

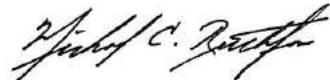
cc: Karen Bartholomew
Stephen Finnigan
Joseph Carlson



McDonald, Lamond & Canzoneri

Michael C. Rutherford
Director of Labor and Employee Relations
Page 3 of 3
December 27, 2010

Agreed on Behalf of MassDOT



Michael C. Rutherford
Director of Labor Relations and
Employee Relations

Dated: 12/29/11



**MEMORANDUM OF AGREEMENT
BETWEEN
MASSDOT
AND
TEAMSTERS LOCALS 127 AND 25, USW, AND IBEW LOCAL 103
(SICK LEAVE ACCRUALS)**

The Massachusetts Department of Transportation (MassDOT) and Teamsters Local 127, Teamsters Local 25, the United Steelworkers on behalf of Local 5696 (Units 00 and 01) and IBEW, Local 103 (collectively referred to as the Unions) agree to the following resolution of the claims by former employees of the Massachusetts Turnpike Authority and the Massachusetts Port Authority placed or to be placed into MassDOT Bargaining Units B, C, D and E for the disposition of certain sick leave accruals previously earned by them on the following terms:

1. For all employees who were eligible for a sick leave cash payment and/or a sick leave "medical" bank upon retirement as of October 31, 2009 under Article 7 - Sick Leave, paragraphs (f) and (g) of the Teamsters Local 127/Massachusetts Turnpike Authority collective bargaining agreement dated June 4, 2007 to June 5, 2010, and/or under corresponding provisions of the most recent expired collective bargaining agreements between the Massachusetts Turnpike Authority and USW and/or IBEW Local 103 as of October 31, 2009, the value of those benefits will be accounted for and banked as of October 31, 2009 pursuant to the terms of the policies and/or contracts governing the employment relationship on October 31, 2009, and will be paid to such employees by MassDOT in accordance with the terms of the applicable collective bargaining agreements referred to above should such employees subsequently retire from MassDOT.
2. Former MassPort employees who were eligible for a cash payment for unused sick leave credits in accord with the MassPort policy in effect as of December 22, 2009, the value of those benefits will be accounted for and banked as of December 22, 2009 pursuant to the policy governing the employment relationship on December 22, 2009 and will be available should the employee voluntarily separate from employment with MassDOT. (See transfer agreement between MassPort and MassDOT dated December 22, 2009).
3. The level of benefits covered by paragraphs # 1 and 2 above will not increase beyond what the Employee accrued as of October 31, 2009.
4. The terms and conditions of this MOA are retroactive to October 31, 2009 and shall continue in force and effect until the last employee covered by its terms has retired from MassDOT.

5. This MOA is a full and final settlement of the matters covered by it and can only be amended by an express written agreement between the parties hereto.

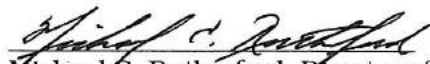
6. MassDOT and the Unions each represent and agree that the signatories to this MOA for each have full authority to bind their principals to the terms and conditions of this MOA and by their signatures below do so.

SIGNED UNDER SEAL THIS 28th DAY OF DECEMBER, 2010

**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**



Kenneth E. Weber, Chief Administrative
Officer



Michael C. Rutherford, Director of
Labor and Employee Relations

TEAMSTERS LOCAL 127



Robert F. Cullinane, Secretary-Treasurer/
Principal Executive Officer

USW, Local 5696, Unit 00




Stephen J. Finnigan, Sub-District Director



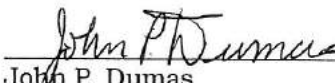
Karen Bartholomew, President

USW, LOCAL 5696, UNIT 01



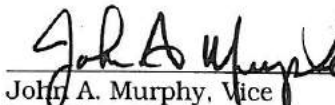
Joseph Carlson, Staff
Representative

IBEW, LOCAL 103



John P. Dumas
President

TEAMSTERS LOCAL 25



John A. Murphy, Vice
President, Business Agent



Deval L. Patrick, Governor
Timothy P. Murray, Lt. Governor
Jeffrey B. Mullan, Secretary & CEO

massDOT
Massachusetts Department of Transportation

December 28, 2010

Joseph DeLorey, General Counsel
AFSCME Council 93, Local 1009
8 Beacon Street
Boston, MA 02108

James McDonagh,
Massachusetts Organization of State Engineers and Scientists
90 North Washington Street
Boston, MA 02114

Kevin Preston
National Association of Government Employees
SEIU, Local 888

RE: Recruitment Committee Extension

Dear Messrs. Delorey, McDonagh and Preston:

Please be advised that the committee formed to review MassDOT's utilization and application of the Commonwealth's Hiring Guidelines Shared Services Model now in effect within the respective bargaining units shall continue through the terms of the current collective bargaining agreement governing MassDOT Bargaining Units B, D, and E.

If this accurately reflects your understanding of our agreement in this matter, kindly sign below where indicated and return the original to me.

Sincerely,

Michael C. Rutherford
Director of Labor and Employee Relations

Agreed to on behalf of AFSCME by:

Joseph DeLorey

Agreed to on behalf of MOSES by:

James McDonagh

Agreed to on behalf of NAGE and SEIU, Local 888

Kevin Preston


The component unions within Bargaining Units B and E assent to this agreement.

IBEW, Local 103

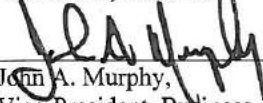

John P. Dumas, President

SEIU, Local 888

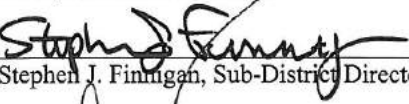

Bruce T. Boccardy, President, Local 888

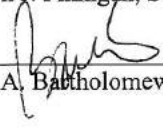
Teamsters, Local 127

Robert F. Cullinane,
Secretary-Treasurer/Principal Executive Officer

Teamsters, Local 25


John A. Murphy,
Vice-President, Business Agent

USW, Local 5696 Unit 00


Stephen J. Finnigan, Sub-District Director


Karen A. Bartholomew, President

USW, Local 5696 Unit 01


Joseph Carlson, Staff Representative



Deval L. Patrick, Governor
Timothy P. Murray, Lt. Governor
Jeffrey B. Mullan, Secretary & CEO

massDOT
Massachusetts Department of Transportation

December 28, 2010

John Mann
President, NAGE, Local R1-292
159 Burgin Parkway
Quincy, MA 02169

Leo Munroe
President, NAGE, Local R1-219
159 Burgin Parkway
Quincy, MA 02169

RE: Recruitment Committee Extension

Dear Messrs. Mann and Munroe:

This letter will confirm that for all positions filled during the term of the applicable collective bargaining agreements governing MassDOT Bargaining Units A and C, such new employees will be hired into the entry level step for such position. In the event MassDOT finds the need to modify this practice during this period, MassDOT agrees that it will obtain prior assent of NAGE in each instance. NAGE will be available upon reasonable notice to provide its position with respect to such matters without delay. This commitment is solely for the period during the term of the applicable collective bargaining agreement governing MassDOT Bargaining Units A and C and shall not constitute nor be used as an admission or acknowledgement of any kind with respect to any limitation on MassDOT beyond such period.

If this accurately reflects your understanding of our agreement in this matter, kindly sign below where indicated and return the original to me.

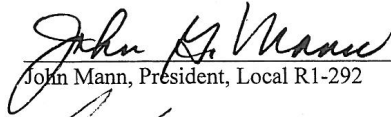
Sincerely,

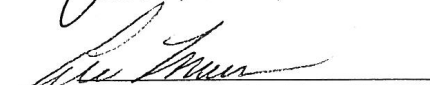
Michael C. Rutherford
Director of Labor and Employee Relations

Leading the Nation in Transportation Excellence

Ten Park Plaza, Suite 3170, Boston, MA 02116
Tel: 617-973-7000, TDD: 617-973-7306
www.mass.gov/massdot


NAGE/SEIU, Local 5000


John Mann, President, Local R1-292

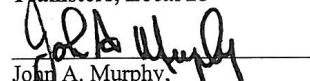

Leo Munroe, President, Local R1-219

The component unions within Bargaining Unit C assent to this agreement.

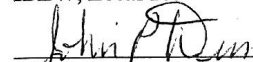
TEAMSTERS, LOCAL 127


Robert F. Cullinane,
Secretary-Treasurer/Principal Executive Officer

Teamsters, Local 25


John A. Murphy,
Vice-President, Business Agent

IBEW, Local 103


John P. Dumas, President

DECEMBER 28, 2010

**COALITION OF MASSDOT UNIONS
JOINT REPRESENTATION AGREEMENT**

ARTICLE I, COMPOSITION AND PURPOSE

A union coalition consisting of former Massachusetts Turnpike Authority and Massachusetts Port Authority Unions, namely, Teamsters Local 127, United Steelworkers on behalf of Local 5696 (Units 00 and 01), IBEW, Local 103, and Teamsters Local Union No. 25 (hereinafter referred to collectively as THE TEAM Unions) and former Massachusetts Department of Highway Unions, namely NAGE, MOSES, AFSCME Council 93 and SEIU Local 888 (hereinafter referred to collectively as the State Unions), hereby create the Coalition of MassDOT Unions (CMU). The CMU is created as a public employee organization pursuant to Chapter 150E, Section 1 for the purpose of representing public employees within the Massachusetts Department of Transportation (MassDOT). The CMU will serve as the exclusive bargaining agent for all public employees within MassDOT who are eligible for collective bargaining under Chapter 150E within bargaining units B, C, D and E. Each union signatory to this Joint Representation Agreement (JRA) shall serve as a component union under the JRA.

ARTICLE II, AUTHORITY OF COMPONENT UNIONS

The CMU shall delegate to each of its component unions the authority to represent employees previously represented by it prior to the creation of MassDOT and to represent such other employees over which it has jurisdiction under Article VIII of this JRA within each bargaining unit in which the CMU has been recognized or certified as the exclusive bargaining agent under law. Except as expressly noted otherwise herein, each such component union shall have full authority on behalf of the CMU to represent all employees within its jurisdiction under this JRA for purposes of (1) contract administration and (2) enforcement of all rights of the CMU under Section 10 of Chapter 150E to the extent that such enforcement affects any or all of the employees represented by it. Each component union also has the authority on behalf of the CMU to participate in collective bargaining with MassDOT on behalf of the CMU to the extent that such bargaining affects the local rights of employees represented by it within particular bargaining unit. When filing a demand for bargaining, a demand for arbitration and/or a prohibited practice charge in the exercise of its rights under this Article, a component union shall serve each other component union with a copy of each such demand or charge filed by it. If any other component union objects to any such filing, it shall so advise the filing union within five (5) days of its receipt of the filing and provide the filing union with a written statement of the basis of its objection. If the objection cannot be resolved through a discussion between the filing party and the objecting party, it shall be submitted under Article V herein to Chair and the Vice-Chair of the respective bargaining unit for resolution and all parties shall abide by the result, subject to the rights of any party under Article IX herein. The standard under which the objection shall be reviewed under Article V and/or Article IX is whether in balance any material adverse consequences that are likely to affect the objecting party from the pursuit of the filing significantly outweigh the benefits to be achieved by the filing party. This provision shall have prospective application only and shall not apply to any matter outstanding at the time of the execution of this JRA.

Each component union shall also have the authority to participate in successor contract negotiations within any bargaining unit in which it represents employees in conjunction with the

other component unions also representing employees within such unit pursuant to the terms of Article VIII of this JRA.

ARTICLE III, DUTY OF FAIR REPRESENTATION

By signing this JRA, each component union agrees to assume full responsibility under law for the fair representation of all employees represented by it and agrees to hold harmless all other component unions and the CMU from all liability on account of any breach of such duty by a component union. Should any cause of action be brought against the CMU and/or any other component union of the CMU as a result of the acts or omissions of another component union, the component union responsible for the acts or omissions alleged shall assume full responsibility for defending such action and for any liability imposed upon the CMU or any of its other component unions arising from such action. If there is a disagreement over which component union has responsibility for any particular claim, a rebuttable presumption shall exist against the component union(s) who was collecting the agency fees or dues of those employees who have initiated such claim.

ARTICLE IV, DUES AND AGENCY FEES

Each component union shall be entitled to and shall receive all dues and agency fees paid by all employees represented by it pursuant to the terms and conditions of any collective bargaining agreement or the Master Labor Integration Agreement between the CMU and MassDOT, and the terms and conditions of the component union's individual bylaws, rules, regulations and/or policies as they may relate to dues and agency fees.

ARTICLE V, SUCCESSOR NEGOTIATIONS AND MAJOR MIDTERM NEGOTIATIONS

The component unions within each of the bargaining units covered by this JRA shall jointly conduct negotiations for successor collective bargaining agreements on behalf of the CMU covering employees represented by them. The composition of the bargaining committees within each unit shall be weighted proportionately by the number of employees represented by each of the component unions within that unit as of the date the committee is formed, provided that each component unit shall have at least three representatives on any bargaining team authorized by this Article. Additionally, each component union shall be allowed to appoint an attorney of its choosing and a local or international union representative to sit on and represent its interests on any bargaining committee created under this Article. A new committee shall be formed for each round of successor bargaining to be conducted. Any agreement reached by any bargaining committee and MassDOT shall be subject to ratification by a majority vote of all bargaining unit members voting, and for which at least seven days written notice has been provided to all members. The Chief Executive Officer of each component union within the affected bargaining unit shall sign all ratified agreements on behalf of the CMU.

Decisions to be made within a bargaining unit by a bargaining committee and/or by ratification of the membership will be determined by majority vote with THE TEAM Unions and the State Unions each casting votes in the proportion that their collective membership within a bargaining unit bear to the total number of employees within such bargaining unit, provided that any decision may not contravene any term of this JRA.

The component unions agree that in future bargaining they will allocate fairly any available monetary resources between "across the board" increases for all members of each bargaining unit and the continuation of the pursuit of "wage equity" for eligible former EOT employees.

ARTICLE VI, INTERNAL GOVERNANCE

Each bargaining unit shall elect a Chair and a Vice-Chair with the Chair designated by whichever of THE TEAM Unions or the State Unions represents a majority of employees within the bargaining unit and the Vice-Chair designated by the other so that at all times THE TEAM Unions and the State Unions each hold one office or the other. The Chair and the Vice Chair shall ensure that the functions necessary for the administration of the bargaining unit are fulfilled. The component unions within each bargaining unit shall meet as required to discuss and determine matters of internal governance that may exist from time to time. The Chair of each bargaining unit will call for a meeting whenever asked to do so by either THE TEAM or the State Unions and shall preside at all such meetings, provided that no meeting will be held unless the Vice Chair is also present. Decisions to be made affecting the governance of each bargaining unit will be determined by majority vote with THE TEAM Unions and the State Unions each casting votes through the Chair or the Vice-Chair as the case may be in the proportion that their collective memberships within a bargaining unit bear to the total number of employees within such bargaining unit, provided that any decision may not contravene any term of this JRA.

ARTICLE VII, WITHDRAWAL

Any component union may withdraw from the CMU by serving six months written notice of its intent to do so upon all other component unions within the bargaining unit or units from which it is withdrawing.

ARTICLE VIII, JURISDICTION

A. The TEAM and State Unions ("SU's") individually and collectively acknowledge and agree that the goals of this Article are i.) to recognize and continue the traditional jurisdiction of the TEAM and SU's, that is, that TEAM shall maintain jurisdiction over the work formerly performed on the MassPike and Massport, and the SU's shall maintain jurisdiction over the work formerly performed for MassHighway, EOT and DCR; and, ii) to cooperatively and efficiently address the allocation of new positions in the DOT staffing pattern among and between the TEAM and SU's in a manner that preserves the membership and jurisdiction of each union to the extent possible at the level existing as of February 1, 2010 and allocates growth above these levels in a manner consistent with this Article.

B. The statements appearing as 1-4 below are principles upon which the TEAM and SU's agree as to the filling of vacancies occurring in existing positions, as well as the filling of newly created positions within DOT.

- 1) all employees within a bargaining unit shall continue to be represented by the union that currently represents that employee so long as that employee remains in the bargaining unit (including transfer, promotion etc).
- 2) any position vacated by an employee and backfilled in the same location shall continue to be represented by the same union.
- 3) any vacant position filled in a location where all other positions in that title are represented by the same union shall also be represented by that union.
- 4) positions which are filled in locations where employees in that title are split between turnpike and state unions shall be split on a percentage basis according to the following formula applicable to the following agreed upon bargaining units:

Toll Collectors Unit - 100% Teamsters

Administrative and clerical unit - 100% NAGE

Maintenance Unit - 75% state 25% TEAM

Skilled Trades and Crafts - 70% NAGE 30% TEAM

Administrative Professionals - 85% NAGE 15% TEAM

Engineers and Scientists - 95% MOSES 5% TEAM

In the event that the number of TEAM represented employees in any unit (other than Toll Collectors and Administrative and clerical) falls below the number as of February 1, 2010, the formula in this paragraph for each such unit shall be adjusted to 50%-50% until the base number is again reached. In the event that both TEAM and state unions fall below their base numbers, the original percentages outlined above shall be reinstated.

The proration portions of this agreement shall apply to positions and work formerly associated with EOT, MassHighway, the Turnpike, Tunnel and Tobin Bridge and portions of DCR transferred to DOT but shall not apply to the Registry of Motor Vehicles or the Aeronautics Commission which shall continue to be 100% state.

C. The parties will apply 1-4 for these purposes from February 1, 2010 unless and until all unions agree to modify any or all of the provisions of this Article, or all agree to discontinue this Article. The parties specifically acknowledge the need for the unanimous agreement of all TEAM and SU's to modify or to discontinue this Article.

D. The parties agree that on or about January 2, 2011 they will meet to review the allocation of positions since on and after February 1, 2010 to the various TEAM employee organizations and State employee organizations.

E. If at that juncture any party to this Agreement wishes to assert that because of any action(s) or inaction(s) on the part of the Employer, and/or because of any other force or factor, they have been "unfairly disadvantaged" in the allocation of any position(s) to any other signatory union(s), they shall notify all other signatories in writing of their concern. This notification shall state with specificity the individual position allocation(s) about which it has concern, the relief it seeks, and any argument in support thereof. The party seeking relief shall be referred to as the "Petitioner."

F. If all other individual unions agree that the Petitioner is entitled to the relief sought (or some modification of the specific relief requested), all parties, including the Petitioner, shall collectively determine how and when that relief shall be granted.

G. If all parties (including the Petitioner) cannot agree as to the specific relief to be granted the Petitioner, or, if any party does not agree that the Petitioner is entitled to any relief, then the Petitioner can call for the appointment of an arbitrator to determine if the Petitioner has been unfairly disadvantaged. All parties shall have standing to appear and participate fully in any proceedings before the arbitrator. Should the arbitrator determine the Petitioner has been unfairly disadvantaged, the arbitrator can grant such relief as s/he finds just and consistent with the purpose of this Article.

H. The parties agree that they shall meet every six (6) months following the meeting held in accordance with paragraph D above for the same purpose, and shall comport themselves in accordance with paragraphs E, F, and G following such meeting.

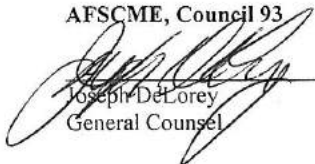
I. Should either the TEAM or the SU's collectively wish to assert it (meaning TEAM or all the SU's, not the individual employee organizations) has a complaint as to the administration or application of this Article, TEAM or the SU's shall present its concern to the other, and the TEAM and SU's will attempt to resolve the issue in good faith. Should they not be able to do so, the complaint shall be presented to an arbitrator, who shall consider any and all argument of the TEAM and the SU's, and shall issue a decision that s/he finds just and consistent with the purposes of this Article.

ARTICLE IX, DISPUTE RESOLUTION

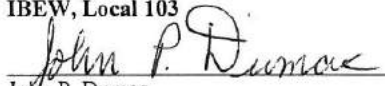
Any dispute over the interpretation or application of the terms of this JRA may be submitted by any component union to arbitration with notice of such submission to all other component unions within the affected bargaining unit, and each such other component union shall have an opportunity to participate in the arbitration for any such submission by serving upon the filing union its notice of interest within ten (10) calendar days of its receipt of service of the filing. If the participating component unions cannot agree upon an arbitrator, the submitting party may file a demand with the American Arbitration Association for the selection of an arbitrator in accordance with its Voluntary Rules for Labor Arbitration. The decision of the arbitrator on any submission to him shall be final and binding on all component unions within the affected bargaining unit and upon the CMU as to that unit, provided that the arbitrator shall have no authority to alter any term of this JRA. The costs incurred for administrative fees and arbitrator fees shall be equally shared by each component union that participates in the arbitration.

Signed Under Seal this 28th day of December, 2010

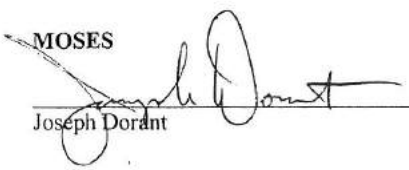
AFSCME, Council 93


Joseph DeLorey
General Counsel

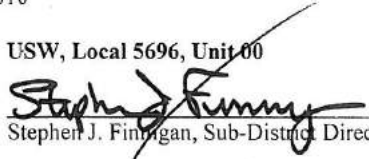
IBEW, Local 103

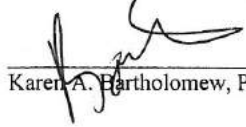

John P. Dumas
President

MOSES

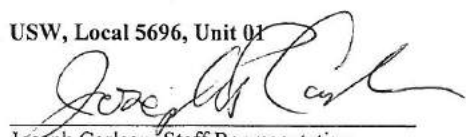

Joseph Dorant

USW, Local 5696, Unit 00


Stephen J. Finnigan, Sub-District Director



Karen A. Bartholomew, President

USW, Local 5696, Unit 01


Joseph Carlson, Staff Representative


President

NAGE




David J. Holway
National President

SEIU, Local 888



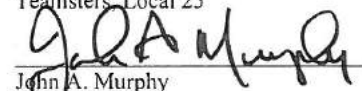
Bruce T. Boccardy
President

Teamsters, Local 27



Robert F. Cullinan
Secretary-Treasurer/Principal Executive Officer

Teamsters, Local 25



John A. Murphy
Vice-President, Business Agent



Deval L. Patrick, Governor
Timothy P. Murray, Lt. Governor
Jeffrey B. Mullan, Secretary & CEO

massDOT
Massachusetts Department of Transportation

December 28, 2010

John Dumas, President
International Brotherhood of
Electrical Workers, Local 103
256 Freeport Street
Dorchester, MA 02122

Re: Master Labor Integration Agreement

Dear Mr Dumas:

This is to confirm certain understandings between the Massachusetts Department of Transportation (MASSDOT) and IBEW Local 103 (hereinafter Local 103).

1. It is agreed between MASSDOT and Local 103 that the following conditions of employment apply only to Local 103 represented employees at MASSDOT in recognition of historical practices regarding said employees;
2. MASSDOT agrees that with regard to Communication Technicians that it will continue its past practice of supplying said technicians with certain tools which will be inventoried to become eligible for replacement or reimbursement. MASSDOT shall replace or, at its discretion, in kind reimburse employees with the cost of replacement of inventoried employees tools broken, damaged or worn out on the job upon presentation of the broken, damaged or worn out item. MASSDOT will reimburse or replace employees for the cost of replacement of inventoried tools which are stolen while on MASSDOT property upon submission of the fully completed report of theft to MASSDOT and the local Police Department. 'Lost' tools will be replaced by the employee who loses them. Authorization for reimbursement, where appropriate shall be made upon verification by a designated supervisor or manager within five (5) days of filing receipt of proof of purchase;
3. In accordance with past practice, safety glasses will be supplied to Communication Technicians;
4. In accordance with past practice, Edison-approved or industry approved rubber gloves will be made available to Communication Technician as needed;

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Ten Park Plaza, Suite 3170, Boston, MA 02116
Tel: 617-973-7000, TDD: 617-973-7306
www.mass.gov/massdot

5. In accordance with past practice, two Communication Technicians will be assigned to any assigned shift, whenever necessary to ensure safe working conditions. In the event of any dispute, MASSDOT will seek the opinion of the Director of Director of Highway Safety or his/her designee.
6. This agreement will run coterminous with the applicable collective bargaining agreement governing the terms and conditions of employment of employees covered by this agreement.

Sincerely yours,



Michael C. Rutherford
Massachusetts Department of
Transportation



John P. Dumas
IBEW Local 103

MEMORANDUM OF UNDERSTANDING
Promotional Factor

This Memorandum of Understanding is entered this 28th day of December 2010, by and among the Massachusetts Department of Transportation ("MassDOT") and Alliance/AFSCME Council 93 ("Council 93"), Alliance/SEIU Local 888 ("Local 888"), Massachusetts Organization of State Engineers and Scientists ("MOSES"), the National Association of Government Employees ("NAGE") (collectively Council 93, Local 888, MOSES, and NAGE are referred to as the "State Unions"), the International Brotherhood of Electrical Workers, Local 103 ("IBEW"), Teamsters Local 127, Clerical Audit and Support Employees, Local 127 (collectively referred to as "Local 127"), Teamsters Local 25 ("Local 25"), United Steelworkers on behalf of Local 5696-00 ("USW-00") and Local 5696-01 ("USW-01") (collectively USW-00 and USW-01 are referred to as "Local 5696").

WHEREAS, the Parties have agreed in the Master Labor Integration Agreement ("MLIA") that the salary of any transferred employee that exceeded the wage schedule of the applicable state contract will remain at the level enjoyed by the employee as of the transfer until such time as the wage schedule of the applicable state contract reaches the employee's wage level or until such time as negotiations with MassDOT yield an increase in that employee's wage level, which ever occurs first; And

WHEREAS, the Parties seek to address the salary rate should an employee in the category listed in the above paragraph be selected for a promotion to a higher title;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

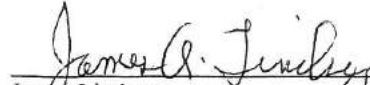
1. Any transferred employee whose salary exceeds the maximum wage schedule contained in the applicable state contract for the employee's converted title who is selected for promotion to a higher title pursuant to MassDOT's promotion procedures and where the employee's salary level exceeds the maximum wage schedule of the higher title then such employee shall receive a 2% increase to the employee's regular hourly rate of pay.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

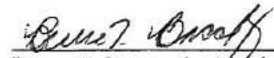
AFSCME, Council 93


John Long, President, Local 1009



James Lindsey


Joseph DeLorey, General Counsel

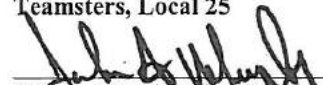
S.E.I.U., Local 888


Bruce T. Bocardy, President
SEIU, Local 888

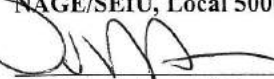
Teamsters, Local 127


Robert F. Cullinane, Secretary-
Treasurer/Principal Executive Officer

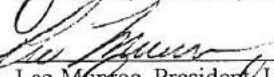
Teamsters, Local 25

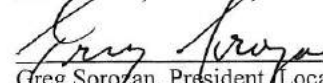

John A. Murphy, Vice-President, Business
Agent

NAGE/SEIU, Local 5000


David J. Holway, National President


John Mann, President, Local R1-292

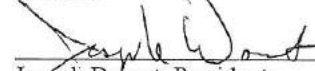

Leo Munroe, President, Local R1-219


Greg Sorozan, President, Local R1282

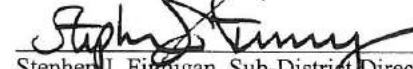
IBEW, Local 103


John P. Dumas, President

MOSES


Joseph Dorant, President

USW, Local 5696 Unit 00



Stephen J. Finnigan, Sub-District Director



Karen A. Bartholomew, President

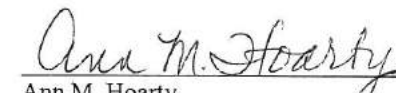
USW, Local 5696 Unit 01


Joseph Carlson, Staff Representative

**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**


Kenneth E. Weber
Chief Administrative Officer


Michael C. Rutherford
Director of Labor and Employee Relations


Ann M. Hoarty
Collective Bargaining Administrator

PRIOR MOSES SUPPLEMENTAL AGREEMENTS

SUPPLEMENTAL AGREEMENT I

The parties agree that All Unit 9 employees are covered by the provisions of Paragraphs A and B below:

- A. Any employee who resigned or was granted a leave of absence to enter service in the armed forces of the United States, under the provision of Chapter 708, Acts 1941, as amended , and who, upon honorable discharged from such service in said armed forces has returned or returns to the service of Commonwealth, shall be paid an amount equal to the vacation allowance earned in the vacation year prior to his/her entry into such service in said armed forces which had not been granted prior to military leave and, in addition , that portion of the vacation allowance earned in the vacation year during which he/she entered such service, up to the time of military leave, provided, that no monetary or other allowance had already been made therefor.
- B. Employees who are reinstated after military leave as referred to in Paragraph A may be granted one full year's vacation allowance for the year in which they returned or return; provided, that prior to such military leave, vacation had not been used or compensation paid in lieu thereof for the same year. If an insufficient period of time remains in that vacation year to permit the granting of a full allowance, the entire period remaining may be so used. Neither the above usage, nor absence due to military leave shall, in any way, affect vacation credits earned by such employees in the vacation year in which they return from military service.

SUPPLEMENTAL AGREEMENT II

The parties understand that the following contract provisions remain in effect for any employee in a Unit 9 job title as of December 27, 1986, affected by implementation of the Classification Study effective December 28, 1986:

- A. An employee in a Unit 9 title as of December 27, 1986, which is reclassified to a lower job grade effective December 28, 1986, shall continue to be paid at the job grade he/she held as of December 27, 1986, for whatever period he/she serves in the title reclassified lower, unless subsequent to promotion to a higher title he/she is returned for disciplinary reasons to the title reclassified lower.
- B. An employee serving as of December 27, 1986, in a title higher than a title reclassified to a lower job grade effective December 28, 1986, who is reduced in grade for other than disciplinary reasons to the title reclassified lower shall be placed in the job grade for that title which existed on December 27, 1986.

SUPPLEMENTAL AGREEMENT III

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts, acting through the Human Resources division, and the Massachusetts Organization of State engineers and Scientists, Unit 9. The Memorandum of Understanding reflects a clarification of Articles 12 and 24A of the collective bargaining agreement concerning merit based pay for performance. I shall be agreed that:

1. All EPRS evaluations shall be based on a “below”, “meets”, “exceeds” system. Such system shall commence on July 1, 2000.
2. Disciplinary actions impacting on an employee’s “ability to perform his/her normal duties” shall be considered for the purpose of a final overall rating on the performance review.
3. Disciplinary actions not impacting on an employee’s “ability to perform his/her duties” shall not have a greater impact than other areas of the employee’s evaluation for the purpose of any rating.
4. A. Any appeal of final “unsatisfactory” or “below” rating shall be initiated at a Merit Arbitration Panel as designated below.

B. Said appeal shall be filed within 21 calendar days with the Human Resources Division.

C. Only employees receiving a rating of “unsatisfactory” or “below” shall be able to appeal the rating.

D. The appeal shall be considered by Merit Arbitration Panel consisting of one person designed by the Personnel Administrator, One person designated by the President of MOSES and one person designated by the Chairperson of the Board of Conciliation and Arbitration who shall be assigned on a rotating basis.

E. The standard of reviews to be applied by the panel shall be solely limited to whether or not the final performance of the rating “unsatisfactory” or “below” was justified.

F. The decision of merit Arbitration Panel shall be final and binding and any employee having an “unsatisfactory” or “below” rating overturned shall be made whole in as prompt a manner as possible. Any costs associated with this process will be borne equally by the parties.
5. Supervisors and managers shall not use performance evaluations to threaten or coerce employees in any matter.
6. There shall be no pre-determined formula or ratio used to establish the number of “unsatisfactory” or “below” ratings given.

7. Job duties and performance criteria shall be observable and measurable to the extent practicable.
8. On and after the date of this Agreement the Commonwealth shall evaluate bargaining unit employees no more strictly than it has historically evaluated such employees.
9. Any employee who receives an "unsatisfactory" or "below" evaluation shall be re-evaluated thirty days after the completion of his/her final evaluation. The Department /Agency shall file a remedial plan for an employee receiving an "unsatisfactory" or "below" rating. Each re-review period shall be thirty days in length to a maximum of six months. The employee shall have his/her re-evaluation done each 30 day period until a "satisfactory" or "meets" rating is achieved or six months pass whichever is first.

Employees that may be nearing an "unsatisfactory" or "below" rating shall be counseled by his/her supervisor at least three months in advance of their final stage of the evaluation as to the specific area that must be improved and what they must do to attain a "satisfactory" or "meets" rating.

During the process of the re-review, the employee who continues to receive an "unsatisfactory" or "below" rating shall be able to make a one-time appeal of that re-review rating to the Merit Arbitration Board. This appeal must be filed within ten days of the last re-review rating. Any decision in favor of the employee will be from the month of the appeal forward. Such appeal may not be filed if the employee has already filed an appeal at the time of the "unsatisfactory" or "below" review.

10. Once an employee receives a "satisfactory" or "meets" evaluation during the re-review process he/she shall be eligible for the denied step and/or denied salary increases effective from the date of receiving the "satisfactory" or "meets" rating. An employee's anniversary date for step purpose shall not be retarded upon receiving the "satisfactory" or "meets" rating.
11. An employee who may be adversely impacted by an untimely evaluation shall be made whole upon the completion of the performance review and upon achieving a final rating of "satisfactory" or "meets".
12. All performance merit rating shall be based on the current EPRS system as found in Article 24A of the current Agreement and all payments of salary and/or step increases shall be based on current language found in Article 12 relating to pay for performance.
13. All financial consideration (i.e., merit increases, step rate increases) shall be based on the employee's most recent, final annual evaluation.

When work related circumstances occur over which the employee/agency has no control, the employee shall not be prevented from attaining an overall rating of "satisfactory", "meets" or "exceeds".

PRIOR MOSES MEMORANDUMS OF UNDERSTANDING

**Memorandum of Understanding
Between the
Commonwealth of Massachusetts
And the
Massachusetts Organization of State Engineers and Scientists**

The parties agree that the employees covered by this collective bargaining agreement will be permitted to participate in the Employer's Adoption Assistance Program.

The provisions of this Memorandum of Understanding shall be coterminous with the duration of this collective bargaining agreement as provided in Article 29.

Signed this 16th of November, 1999.

For the Massachusetts Organization
of State Engineers and Scientists:

For the Commonwealth of
Massachusetts:

Mary Richards
President

James J. Hartnett, Jr.
Personnel Administrator

**Memorandum of Understanding Between the
Commonwealth of Massachusetts
And the
Massachusetts Organization of State Engineers and Scientists**

Regarding Union Leave

- A. The parties agree and understand that economy of time and human resources would be best preserved through the grant of paid leave for approved union activities to a limited number of MOSES officials. As such, the Commonwealth agrees to grant up to thirty-five (35) hours per week in paid leave to two (2) MOSES officials, as designated by MOSES, who conduct approved union activities as described below. Such approval will be based on timely submission to HRD of requests for paid leave on a weekly basis. Such submission shall be made prior to the beginning of the week in question and shall not be unreasonably denied. MOSES will forward to HRD a description of the approved union activity for the week prior on the Wednesday following the leave. For the purpose of this Agreement, the following shall be deemed approved union activities:
1. Attendance at Statewide, departmental/agency, facility and local Labor-Management committee meetings, including reasonable travel and preparation time;
 2. Investigation and processing of grievances, including reasonable travel time;
 3. Attendance at grievance and arbitration hearings, including reasonable travel and preparation time;
 4. Participation in mid-term negotiations, with allowance for reasonable travel and preparation time;
 5. Participation in departmental/agency meetings or Committees, where designated, including reasonable travel and preparation time;
 6. Representation of employees during departmental/agency investigations, hearings and administrative inquiries within a department/agency;
 7. Non-grievance dispute resolution, including reasonable travel and preparation time;
 8. Attendance at hearings before the Massachusetts Civil Service Commission, including reasonable travel and preparation time;
 9. Reasonable travel and preparation time for the above approved union activities; and,
 10. Legislative activities on behalf of employees covered by this Agreement, which are not prohibited by the Commonwealth's Conflict of Interest Law.
- B. Additionally, the MOSES official identified by MOSES pursuant to paragraph A, above, shall be authorized to utilize up to five (5) hours of unpaid union leave for any of the purposes identified above or for the purposes delineated in Article 5, Section 4 of the parties' Collective Bargaining Agreement.
- C. The Employer agrees to commence negotiation with MOSES upon MOSES' request, regarding the subject of full time paid leave for union business in the event that the necessary provisions of the Massachusetts General Laws are amended to allow the parties to bargain such leave.

The provisions of this Memorandum of Understanding shall be coterminous with the duration of this collective bargaining agreement as provided in Article 29.

Signed this 9th day of July 2007

Joe Dorant (MOSES) Matthew Hale (Commonwealth) John Langan (Commonwealth)

**Memorandum of Understanding
Between the
Commonwealth of Massachusetts
And the
Massachusetts Organization of State Engineers and Scientists**

Regarding Implementation of HR/CMS

The Commonwealth of Massachusetts ("Employer") and the Massachusetts Organization of State Engineers and Scientists, ("MOSES"), representing employees in Bargaining Unit 9, agree to the following understanding reached during negotiations for a successor Collective Bargaining Agreement. It is agreed to by the parties that:

1. The Commonwealth recognizes that under Massachusetts General Laws, Chapter 149, Section 148, employees are entitled to receive a suitable paycheck or pay slip and will conform to such statute until or unless it is amended. MOSES reserves its right to oppose any amendment or alteration of said law;
2. The Commonwealth will make every effort to ensure that no cost impact will occur to employees throughout the implementation of HR/CMS.

The Provisions of this Memorandum of Understanding shall be coterminous with the duration of this collective bargaining agreement as provided in Article 29.

Signed this 16th day of November, 1999

For the Massachusetts Organization
of State Engineers and Scientists:

For the Commonwealth of
Massachusetts:

Mary J. Richards
President

James J. Hartnett, Jr.
Personnel Administrator

**Memorandum of Understanding
Between the
Commonwealth of Massachusetts
And the
Massachusetts Organization of State Engineers and Scientists**

Electronic Transfers

The Commonwealth of Massachusetts, through the Human Resources Division (HRD), and the Massachusetts Organization of State Engineers and Scientists, (MOSES), are parties to a Collective Bargaining Agreement which provides for employees covered by the terms and conditions of the Agreement to have their salaries transferred electronically by means of direct deposit. Whereas MOSES has expressed concern that not all employees would be able to avail themselves of the electronic transfer because of severe hardship, the parties agree as follows:

1. The Commonwealth and MOSES agree that all employees will have their net salary checks electronically forwarded to an account or accounts selected by the employee;
2. In the extraordinary event that MOSES alleges that an employee cannot comply with the Collective Bargaining Agreement relative to the electronic transfer due to severe hardship such as inability to access a bank or financial institution during off hours or, there is not an ATM available within a reasonable geographic distance from an employee's worksite or home, or in the case of domestic violence where a person purposely does not want to have an account for safety reasons, MOSES shall petition the Human Resources Division for a Direct Deposit Special Exemption;
3. The Human Resources Division, in concert with the Office of the State Comptroller, shall review the request for the Direct Deposit Special Exemption filed by MOSES and will notify MOSES of its finding;
4. The Parties agree that no other appeal may be commenced by the employee or MOSES relative to the Direct Deposit Special Exemption and further, that this Memorandum is not grievable and is inarbitrable.

The Provisions of this Memorandum of Understanding shall be coterminous with the duration of this collective bargaining agreement as provided in Article 29.

Signed this 16th day of November, 1999

For the Massachusetts Organization
State Engineers and Scientists:

For the Commonwealth of
Massachusetts:

Mary J. Richards
President

James J. Hartnett, Jr.
Personnel Administrator

**Memorandum of Understanding
Between the
Commonwealth of Massachusetts
And the
Massachusetts Organization of State Engineers and Scientists**

MBTA Passes

Contingent on compliance with all federal and state regulations, and as soon as is administratively feasible for the Employer, the Commonwealth agrees to deduct the cost of MBTA passes from an employee's salary on a pre-tax basis for all employees who wish to participate in such a program.

The Provisions of this Memorandum of Understanding shall be coterminous with the duration of this collective bargaining agreement as provided in Article 29.

Signed this 16th day of November, 1999

For the Massachusetts Organization
State Engineers and Scientists

For the Commonwealth of
Massachusetts:

Mary J. Richards
President

James J. Hartnett, Jr.
Personnel Administrator

**Memorandum of Understanding
Between the
Commonwealth of Massachusetts
And the
Massachusetts Organization of State Engineers and Scientists**

Regarding Out-of-Title Assignments at the Massachusetts Highway Department

1. When it has been determined by the Massachusetts Highway Department (MHD), or through the grievance process, that an employee is working in a higher classification, that employee shall be compensated for said out-of-title assignment via the normal payroll cycle if the out-of-title assignment is reasonably expected to last longer than six months.
2. The determination whether or not an assignment will last longer than six months shall be the exclusive responsibility of MHD or its agent and said determination shall not be subject to the grievance process. However, when a determination has been made by MHD that an out-of-title assignment will not last longer than six months, and in fact said out-of-title assignment is subsequently paid for the six month period, the parties agree to hold a Step III hearing to ensure compliance with the terms of this memorandum. The results of this hearing shall not be subject to arbitration.
3. Employees working out-of-title who do not fall under the provisions of the Memorandum shall continue to be paid according to past practice.
4. Nothing in this Agreement shall preclude MHD, or its designee, from making the determination that an employee has been assigned responsibilities out of his/her classification.
5. Prior to the commencement of compensation for an out-of-title assignment as provided in paragraph #1 above, MOSES shall be given written notice of said assignment.
6. MOSES shall be given a copy of the notice employees are given after they have worked in a higher classification for more than 52 weeks.
7. Neither MOSES nor the employee waive any right to file a grievance regarding disputed dates or grade for the out-of-title assignment.
8. MOSES does not waive any right to file a grievance alleging that the work in a higher classification violates Article 14 or other provisions of the collective bargaining agreement.

The provisions of this Memorandum of Understanding shall be coterminous with the duration of this Collective Bargaining Agreement as provided in Article 29.

Signed this 16th day of November, 1999

For the Massachusetts Organization
State Engineers and Scientists

For the Commonwealth of
Massachusetts:

Mary J. Richards
President

James J. Hartnett, Jr.
Personnel Administrator

**Memorandum of Understanding
Between the
Commonwealth of Massachusetts
And the
Massachusetts Organization of State Engineers and Scientists
MOSES/Commonwealth Employee Expense Committee**

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts through the Human Resources Division and MOSES, Unit 9. The parties shall create a "MOSES/Commonwealth Employee Expenses Committee" ("Committee"), consisting of six members, three of whom shall be appointed by the President of MOSES and three of whom shall be appointed by the Chief Human Resources Officer or his/her designee. The Committee shall meet at the request of either party. The purpose of the Committee shall be as follows:

- (1) The Committee shall, as its primary purpose, review and analyze the relationship between the price of gasoline and the Commonwealth's rate of reimbursement for Unit 9 employees' utilization of personal vehicles for official and authorized Commonwealth business. The Committee shall include in its analysis a review of trends in gasoline prices. The Committee may, where appropriate, make (a) non-binding recommendation(s) to the parties for (an) adjustment(s) to the Article 11 mileage reimbursement rate. The mileage reimbursement rate shall ultimately be addressed through the Collective Bargaining process.
- (2) The Committee, as its secondary purpose, shall periodically review, discuss and analyze other employee expenses, including, but not limited to, meal reimbursements. The Committee may, as it deems appropriate, make similar non-binding recommendations to the parties for adjustments to Article 11's reimbursement rates. Absent agreement by both parties to the Committee's recommendation(s), if any, other employee expenses shall be addressed through the Collective Bargaining process (i.e. negotiations).

The parties agree and understand that this Committee is exploratory and advisory in nature and that any problems identified will be ultimately addressed through the Collective Bargaining process.

Signed this 21st day of December, 2005.

For the Massachusetts Organization
Of State Engineers and Scientists:

For the Commonwealth of
Massachusetts:

Wallace W. McCarroll,
President

Matthew Hale

**Memorandum of Understanding
Between the
Commonwealth of Massachusetts
And the
Massachusetts Organization of State Engineers and Scientists**

Classification Study Committee

This Memorandum of Understanding is entered into between the Commonwealth of Massachusetts through the Human Resources Division and MOSES, Unit 9. The parties shall create a "Classification Study Committee" ("Committee"), which shall consist of eight members, four of whom shall be appointed by the President of MOSES and four of whom shall be appointed by the Chief Human Resources Officer or his/her designee. The Committee shall meet at the request of either party. The purpose of this Classification Committee shall be as follows:

- (1) The Committee shall review compensation levels of Unit 9 employees occupying job titles in job Grade 25 through 29 in order to identify salary compression issues that may exist in titles. Should the Committee identify any such salary compression issues, it will discuss possible means to resolve such issues;
- (2) The Classification study committee shall review all single level Job Titles in Unit 9 and, should the Committee agree that a career ladder is necessary and/or in the best interests of MOSES and the Commonwealth, it will attempt resolution through the exploration of the creation of an appropriate job series, or, where appropriate and in the best interests of productivity to the general public, merging single Job Titles into existing and related multi-level Unit 9 Job Series.

The parties agree and understand that this committee is exploratory and advisory in nature and that any problems identified will be ultimately addressed through the Collective Bargaining process (i.e. negotiations). Nothing in this memorandum shall serve to abrogate the authority of the chief human resources officer to make determinations regarding classifications and job grades as set forth in applicable statute or the parties' Collective Bargaining Agreement.

Signed this 21st day of December, 2005.

For the Massachusetts Organization
Of State Engineers and Scientists:

For the Commonwealth of
Massachusetts:

Wallace W. McCarroll,
President

Matthew Hale

**NON-SELECTION FORM FOR PROMOTIONS UNDER ARTICLE 14
MOSES UNIT 9 AGREEMENT**

Name_____

Address_____

Social Security Number_____

Position Held J.G._____

Position Sought J.G._____

We regret to inform you that another
applicant(s):_____

has been selected for the position you sought located at_____

Via Promotional Bulletin_____

That applicant(s) has been selected because he/she has been deemed to be more qualified than
you because of one or more of the following reason:

Greater ability to do the job as determined by:

1. (a) Experience and competence (job performance) in the same or related work
(b) Education and training related to the vacant position
2. Seniority, as measured by length of service within appointing authority
3. Work history

A person from outside the department / agency has been selected

This notice is for the purpose of meeting the requirements of ARTICLE 14, Section 3 (J). It does
not preclude either party from raising other issues under the provisions of Article 23A of the
Agreement.

By_____

Title:_____

MOSES CODE OF CONDUCT

Commonwealth of Massachusetts/Unit Nine Employees

"No responsibility of Government is more fundamental than the responsibility for maintaining the highest standards of ethical behavior by those who conduct the public business. There can be no dissent from the principle that all officials must act with unwavering integrity, absolute impartiality, and complete devotion to the public interest. This principle must be followed not only in reality but in appearance. For the basis of effective government is public confidence, and that confidence is endangered when ethical standards falter or appear to falter."

President John F. Kennedy

April 27 1961

1. INTRODUCTION

This document constitutes a Handbook and Code of Conduct for all Bargaining Unit 9 employees of the Commonwealth of Massachusetts. This Code is designed to give all employees full and fair notice of their professional and ethical obligations.

We can maintain that confidence only to the extent that all of our official activities and all of our contacts with the public reflect the highest ethical and moral standards. We must perform our duties with integrity and propriety. We must also do all in our power to ensure that none of our words or actions can be interpreted otherwise.

This code is written for your own protection. It strives to impact three fundamental messages:

- a. Every employee must scrupulously avoid any actual conduct which constitutes a conflict of interest or conduct which gives the reasonable basis for the impression of conflict of interest between his/her private interest, usually financial, and the public interest. The public interest must always take precedence;
- b. Every employee is prohibited from either taking some action, or failing to perform some duty, which would personally benefit himself/herself or give preferential treatment to any citizen;
- c. Every employee is prohibited from taking any action which would result in illegal receipt of public or private funds.

Guidance, both on what we are expected to do and on what we are prohibited from doing, should help all of us understand generally what is expected of us. It should also help resolve particular situations we are faced with in our daily work.

Please read these rules carefully and abide by their spirit as well as their letter. Each of us can take pride in belonging to an organization which contributes so

much to the growth, strength and quality of life of the Commonwealth.

2. DEFINITIONS

As used in this Code, unless the context requires otherwise:

- a. “administrative inquiries”- means those occasions when an employee is required to respond to questions of importance to the agency/department when directed to do so by his/her appointing authority or that authority’s designee.
- b. “disciplinary action”- means any action taken by the appointing authority to discipline an employee, and where applicable, in accordance with the provisions of the collective agreement or civil service law.
- c. “employee”- means any person in Bargaining Unit 9 on the current personal roster of the agency/department. This shall include all bargaining unit workers; those who are on any form of leave of absence; and workers who are serving a suspension.
- d. “immediate family”- means the employee and his/her spouse and their parents, children, brothers and sisters.
- e. “nominal value”- means monetary worth not exceeding twenty-five dollars (\$25.00)
- f. “official action”-means any activity performed or required to be performed by an employee in the course of his/her official duties.

3. REGULATORY BASIS

This Handbook and Code of Conduct is issued pursuant to the powers of the Commissioner of Administration, as set forth in Chapter 7, Section 4 of the general Laws, and in accordance with, but not limited to M.G.L. Chapter 268A, Opinions of the Attorney General, Ethics Commissions Ruling and applicable management rights provisions of the relevant collective bargaining agreements.

4. GENERAL RULES

A. The Code Generally

1. Applicability Of Code

The Code applies to all Bargaining Unit 9 employees including those on any type of leaves statute (e.g. leave without pay, military leave, civic-duty leave, etc.) except that it

shall not apply to employees in Unit 9 who are on unpaid union leave of absence to the extent allowed by law.

2. Scope of Code

This code is not to be considered all- inclusive. The absence of a specific published rule of conduct does not mean nor imply that any act of misconduct tending to discredit an employee is condoned or permissible or would not result in disciplinary action, up to and including termination.

3. Knowledge of Code

Each employee is required to know the Code of Conduct and rules contained herein, to seek information from his/her appointing authority , the appointing authority's designee or personnel office in case of doubt or misunderstanding as to their application.

Decisions in personnel matters involving disciplinary action will be based on the presumption that each employee has familiarized himself/herself with this Code and that he or she aware of the obligation to abide by it.

4. Effect of Code

Employees whose conduct does not conform to the rules and guidelines contained in this Code may be subject to disciplinary action, up to and including termination. Any disciplinary action taken will conform to civil service law and or/the provisions of the collective bargaining agreement.

5. Distribution of Code

Each appointing authority or his/ her designee will see that each employee receives a copy of this Code. Employees will acknowledge receipt of the Code by signing the attached Receipt of Code Form (FormCC-3) in the space provided. In each instance, the signed Receipt Form will be returned to the employee's appointing authority or his /her designee within ten days of receipt and filed in the employee's personnel folder. The employee's signature on the Receipt Form is noticed of his/her obligation to familiarize himself/herself with the Contents of Code of Conduct and to abide by it.

Each appointing authority or his/her designee will be responsible for providing accurate information and guidance to his/her employees with regard to the specifics of the Code and may from time to time offer training sessions on the Code to his/her employees as the need arises.

5. Effective Date of Code

The effective date of the Code shall be ten days after the Code of Conduct is distributed and the Code of Conduct Receipt Form is received by employee.

B. Conformance to Laws

Employees shall obey the laws of the United States and the Commonwealth of Massachusetts. Any employee who is convicted of a crime relating to his/her employment shall be subject to discipline.

Any employee who has been indicted or arrested for a serious crime, supported by judicial finding of probable cause in preliminary hearing when the nature of the charge with its attendant publicity reasonably gives rise to legitimate fear for the safety of other employees, the property of the Commonwealth, or jeopardizes the public trust in the ethical standards of agency/departamental employees or undermines the trust in the integrity of the Commonwealth's system of tax administration or the administration of other laws of the Commonwealth, may also be subject to suspension without pay or other employees benefits, pending resolution of the case.

If the employee is found guilty, pleads nolo contendere, has his/ her case continued without a finding, is granted immunity from prosecution or has his/her case filed, further disciplinary action, including termination, may be taken if the crime was related to his/her employment. If the employee is found not guilty, or the case is nolle prosequi or dismissed, the employee shall be immediately reinstated to employment reactive to the date of suspension without loss of wages or other employee benefits.

C. Conformance to Policies, Procedures and Directives

Employees shall comply with all of the policies and operating procedures of the agency/departament in which they work. This requirement includes, but is not limited to, all agency/departamental policies and procedures. Employees shall respond forthrightly and promptly to the work-related directives of their supervisors.

D. Conduct, Attitude and Demeanor

Employees are expected to conduct themselves in their official relations with the public and with their fellow employees in manner which will enhance public respect for, and confidence in, the employee and in the Commonwealth as whole. They must not only perform their duties in wholly impartial manner, but must avoid any conduct which gives the reasonable basis for the impression of acting otherwise.

Specifically, all employees shall avoid any action which may result in or create the reasonable basis for the impression of:

- a. using public office for private gain;
- b. giving preferential treatment to any citizen;
- c. making work-related decisions contrary to agency/departamental policy;
- d. using one's official position to harass or intimidate any person or entity outside the course of official duties.

E. Administrative Inquiries

Employees must respond promptly and fully to all administrative inquiries when directed to do so.

F. State Ethic Commission financial Disclosure Requirements

Employees who are required to file a “statement of Financial Disclosure” with the State Ethics Commission, under the provisions of M.G.L. Chapter 268B, shall do so in a timely manner as prescribed by the State ethics commission. The State Ethics Commission will notify each employee who is required to file such a statement.

5. CONFLICT OF INTEREST

The necessity for the fair and impartial administration of state government and the enforcement of its laws makes the avoidance of any conflict of interest of primary importance. A conflict of interest is a situation in which an employee’s private interest, usually financial , conflicts or raises a reasonable question of conflict with his/her official duties and responsibilities.

Chapter 268A of the General Laws provides criminal and civil penalties for conflict of interest violations. The following three general categories of prohibitions are to be used as guidelines for your information, (chapter 268A of General Laws offers specific details).

1. No employee request or receive, in any manner whatsoever, compensation or anything else of value, except from the commonwealth: (a) for performance of his/her duties; or (b) for influencing or appearing to influence such performance.
2. No employee may participate in any official action relating to any entity in which the employee or member of his/her immediate family has a financial interest.
3. No employee may participate in any official action relating to any individual with whom or entity in which the employee has a substantial personal interest.

Employees have an obligation to avoid scrupulously the potential conflicts of interest which exist in their employment. They have a duty to disclose and report promptly the existence or possible existence of conflict of interest to their agency head or his/her designee. They should request from their supervisor the transfer from their caseload of any case which involves their immediate family, close friend or any person with whom or entity in which they have some personal or financial involvement.

In addition, they have a right under law to have any questions relating to a possible conflict of interest confidentially reviewed and decided by the State ethics Commission. Information regarding the filing of conflict of interest request with the State Ethics commission is available from the agency head or his/her designee or from the ethics commission directly.

In addition to the sanctions referred to above , M.G.L. Ch. 268A, Section 23 also prescribes and describes certain” Standards of Conduct”. Violations of these standards are subject to appropriate

disciplinary action. All employees are required to abide by the spirit as well as the letter of these standards, which provide as follows:

“No current officer or employee of state, county, or municipal agency shall:

- I. accept other employment which will impairs his independence of judgment in the exercise of his official duties;
- II. use or attempt to use his official position to secure unwarranted privileges or exemptions for himself or others;
- III. by his conduct give reasonable basis for the impression that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is unduly affected by the kinship, rank, position or influence of any party or person.”

“No current or former officer or employee of state, county or municipal agency shall:

- I. accept employment or engage in any business or professional activity which will require him to disclose confidential information which he has gained by reason of his official position or authority;
- II. improperly disclose materials or data within the exceptions to the definition of public record as defined by Section Seven of Chapter Four of the General Laws, and were acquired by him in the course of his official duties nor use such information to further his personal interests.” (See M.G.L. Ch. 268A, S. 23).

These rules with respect to conflict of interest are in addition to, and supplement, state policies and agency/department rules, regulations and operating procedures that may otherwise apply to the official actions of employees.

(In the event that the appointing authority, or his/her designee, approves a particular activity and the ethics commission subsequently determines that such activity is a conflict of interest, the appointing authority will not discipline the employee for such activity. However, only the ethics Commission, and formerly the Attorney General, have the authority to issue an opinion interpreting M.G.L. Chapter 268Q, which is binding.)

6. GIFTS AND GRATUITES FROM OUTSIDE SOURCES

A. General Limitations

Employees shall not solicit or acct, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, from a person who or entity which, the employee knows or has reason to know:

- I. Has, or is seeking to obtain, contractual or other business or financial relations with he/her agency /department;
- II. Conducts business or other activities which are regulated or monitored by the agency/department , except as permitted by this section or by agency /department directives; or

- III. Has interest that may be or give the reasonable impression of being substantially affected by the performance or non-performance of the employee's official duties.

B. Exceptions

The restriction set forth in paragraph A of this section do not apply to:

- I. Obvious family or personal relations when the circumstances make it clear that those relationships, rather than the business or the persons concerned, are the motivating factors behind any gift or gratuity.
- II. The acceptance of food or refreshments of nominal value on infrequent occasions in the ordinary course of breakfast, luncheon, dinner or the other meetings attended for educational, informational or other similar process. However, agency/department employees are specifically prohibited from accepting free food or other gratuity except non-alcoholic beverages (coffee, tea, etc.), while on official business, from persons with whom they have contact in the performance of their official duties.
- III. The acceptance of loans from banks or other financial institutions on customary terms to finance proper and usual activities of employees, such as home mortgage loans, automobile loans, personal loans, etc. , provided that the employee does not deal with that institution in the course of his/her official duties. However, if dealing with such banks or financial institutions is unavoidable, the employee must disclose dealings to the appropriate authority in writing prior to engaging in such dealings.
- IV. The acceptance of unsolicited advertising or promotional materials such as pen, pencils, notepads, calendars, and other items of nominal value.
- V. The acceptance of an award or gift of nominal value for a speech, participation in a conference, or some public contribution or achievement given by a charitable, religious, professional, social, fraternal, education, recreational, public service or civic organization, if such organization falls within paragraph A above.
- VI. Acceptance of reimbursement, in cash or in kind, for travel, subsistence and other expense incident to attendance at meetings, provided such attendance and reimbursement is approved by the appointing authority or his/her designee. Such reimbursement can be made directly to the employee. An employee on official business may not be reimbursed, and payment may not be made on his/her behalf, for excessive (e.g., reimbursement which exceeds actual cost) personal living expenses, gifts, entertainment, travel, or other benefits. At no time shall an employee accept reimbursement from both the Commonwealth and another source for the same expense.

7. OUTSIDE EMPLOYMENT AND BUSINESS OPPORTUNITY

A. Introduction: Principles

The Commonwealth seeks to give employees the maximum freedom possible to engage in outside employment or business activities consistent with the Commonwealth's responsibilities. However, the extremely sensitive mission of the Commonwealth and its employees necessitates certain restriction. Employees may engage in outside employment or business activity provided such activity is not prohibited by this Code or by any statute, regulation or department order.

An activity that is permissible for the occupant of one position may very well not be permissible for the occupant of another position. Therefore, in considering each case on its individual merits, the employs must satisfy the following principals:

- I. The outside activity would not place the employee in a situation where there is a conflict, or in a situation which gives the reasonable basis for the impression of conflict, between his or her private interest and his or her official duties and responsibilities (see section 5, above, "Conflict of Interest", for additional guidance).
- II. The outside activity would not result in use, dissemination or disclosure to others of confidential information obtained in connection with the employee's departmental duties or position.
- III. The nature of the employment or business activity or the hours to be devoted to such activity would not impair the employee's availability, capacity or efficiency for the performance of his/her official duties as an employee of the Commonwealth.
- IV. Employees shall not engage directly or indirectly in financial transactions as a result of, or primarily relying on, information obtained through their employment. In particular, they shall not use confidential information obtained in the course of their employment with the Commonwealth to obtain benefits, financial or otherwise, for themselves, their families or others.

B. Activities Which Do Not Require Prior Notice

1. Introduction

Employees are generally not required to submit written notice before engaging in outside activities which are not considered to be employment or business related. Although it is not feasible to cover every specific activity of this nature, the general categories discussed below are furnished as basic guidelines.

2. General Examples

- a. Membership and uncompensated services (including holding of office) in civic, scout, religious, educational, fraternal, social, community, veterans, or charitable organizations.
- b. Services as notary public or justice of the peace.

- c. Rental of employee-owned property, real or personal, to the extent such property is not rented to the Commonwealth of Massachusetts or any agency or subdivision thereof, or the lessee is not a subject of the employees official duties.
- d. Minor services and odd jobs for friends, relatives, or neighbors. These include a wide variety of activities including: repair or maintenance work such as painting, yard work, carpentry, or services such as babysitting and carpooling involving payment for transportation.
- e. Temporary (thirty days or less) assistance in a family enterprise, in the event of an emergency, such as the death or serious illness/accident to a member of the family engaged in that business.
- f. However, no employee shall without appropriate disclaimer stating that the employee does not speak for the agency/department, take an active part or become an advocate on behalf of a professional society in any conflict between such society and the agency/ department.

C. Specific Prohibitions and Restrictions on Employment

1. Outside Legal or Accounting Practice or employment

a. General Prohibitions

No outside legal or accounting practice is permitted which is in violation of M.G.L. Ch. 268A. Specifically, employees are prohibited from receiving compensation from or acting as agent or attorney for anyone other than the Commonwealth in relation to any particular matter in which the Commonwealth or state agency is a party or has a direct and substantial interest.

To the extent that outside legal or accounting practice is permitted, it must not interfere with the effective performance of an employee's official duties.

8. DUTY TO REPORT VIOLATIONS OF LAW AND CODE OF CONDUCT

A. Generally

Every employee is expected to maintain and uphold the integrity of the Department. In satisfying this requirement, it shall be the duty of every employee to report promptly and accurately violations of law that affect the administration of Department or the laws of the Commonwealth to his/her agency/department head or designee. To the fullest extent possible, any such reports will be treated confidentially.

B. Attempts to Bribe

Bribery and attempted bribery are claims which strike at the core of state government. Employees should be constantly alert to solicitations to accept money, consideration, or anything of value in return for acts or omissions involving their official functions. Such solicitations may be indirect and subtle. Any attempt to bribe a departmental employee shall be reported immediately to the proper agency authority.

9. OTHER STANDARDS OF CONDUCT

A. False Statement

Proper functioning of government requires that the agency/ department, the courts, other state agencies and the public be able to rely fully on the truthfulness of government employees in matters of official interest. An employee will be subject to disciplinary action up to and including termination for intentionally making false or misleading verbal or written statements in matters of official interest.

B. Recommending Professional Assistance

Employees may not recommend or suggest, specifically or by implication, to anyone that he/she/ obtain the services of any particular accountant, attorney or firm of accounts or attorneys, or any other person or professional or business organization in connection with any official business which involves or may involve the agency/department.

C. Public Records

All requests for public records should be directed to the appointing authority or his/her designee, who shall determine whether the requested documents are public records in accordance with M.G.L. c. 4, Sec. 7, C1. 26.

D. While on duty no employee shall consume or use alcohol, intoxicants, narcotics, or controlled substances in any form. Similarly, no employee shall report for work under the influence of intoxicants, narcotics or controlled substances in any form. The only exception to this rule is the use of medication when prescribed for the treatment of the employs by a registered physician or dentist.

E. Department Indemnification Cards, Badges, Etc.

Agency/Departmental identification cards, badges and other identification or access cards or documents are for use only in establishing identity, authority or access in connection with official duties.

Agency/departmental identification cards or badges may be used for personal identification purpose when cashing checks or as proof of employment, such as when applying for a loan, for credit or when renting an apartment.

Employees are responsible for the safeguarding and proper use of

agency/departmental identification cards, badges and access card for promptly reporting their loss and for surrendering them on termination of employment or demand by agency/ departmental authorities.

Cards, badges or documents, or an employee's official position or status, are not to be used to exert influence or obtain, either directly or indirectly, personal privileges, favors or rewards for themselves or other. Photo identification badges must be worn while at work in any agency which requires them to be worn.

F. Political Activities

Employees are prohibited from using their offices or official duties to interfere with, affects or influence the results of a nomination or election for public office. No employee shall use his/her official authority directly or indirectly to coerce , attempt to coerce, command, advise or prevent any person or body to pay, lend or contribute anything of value to any party candidate or political committee.

No employee shall solicit or accept funds or anything of value for any party, political committee, agency, person or organization for political purposes.

Employees are not prohibited from contributing to the campaign committee or organization for nomination or election of any individual running for public office or to any committee, agency, or organization for political purposes.

Employees are prohibited from campaigning for political office for themselves or others during normal working hour. Employees are prohibited from being a candidate for federal. State or full-time municipal offices while on active duty. Such employees must obtain a leave of absence to run for such offices.

Employees are prohibited from wearing a political or campaign button while on official agency/departmental business.

Employees shall abide by the provisions of the following paragraph from M.G.L. Ch. 268A, Section 11 which provides:

"This section shall not prohibit a state or county employee from holding an elective or appointive office in a city, town or district nor in any way prohibit such an employee from performing the duties of or receiving the compensation provided for such office. No such elected or appointed official may vote or act on any matter which is within the purview of the agency by which he/she is employed or over which such employee has official responsibility."

G. Testimonial Dinners

Employees are prohibited from selling or accepting payment for tickets, admissions or contributions, for a testimonial dinner or function or any affair having a purpose similar to a testimonial dinner or function held on behalf of any employee of his/ her agency /department. No employee shall participate in or accept contributions for or from any testimonial dinner or function or any affair having a similar purpose, held on his/her behalf while he/she is an employee if such dinner, function or affair is sponsored by a

person or organization which is regulated by or has official business with the employee's department or agency.

This section shall not prohibit the collection of sums of nominal value to cover the cost of small celebrations or other small events (such as birthday or holiday parties) held within agency/ departmental offices.

H. Legislative Requests and Inquiries

All request or inquiries from public officials or their staff must be referred to the agency/department head or his/her designee before any action is taken, unless employees are directed to handle such requests otherwise by the agency/ department head or his/ her designee.

UNIT E JOB GROUP INDEX

Title Code	Title	Job Group
E18Y20	Aquatic Biologist I	18A
E20Y12	Aquatic Biologist II	20A
E22Y14	Aquatic Biologist III	22A
E24Y09	Aquatic Biologist IV	24A
E20Y01	Artist, PWD	20
E18Y18	Bacteriologist I	18B
E19Y02	Bacteriologist II	19C
E21Y01	Bacteriologist III	21C
E12Y01	Biometrician I	12
E14Y02	Biometrician II	14A
E16Y06	Biometrician III	16A
E18Y19	Chemist I	18B
E20Y13	Chemist II	20B
E22Y16	Chemist III	22C
E18Y01	Civil Engineer I	19B
E21Y14	Civil Engineer II	21E
E23Y10	Civil Engineer III	23C
E25Y03	Civil Engineer IV	25A
E27Y01	Civil Engineer V	27B
E29Y01	Civil Engineer VI	29A
E18Y22	Conservation Biologist I	18A
E20Y18	Conservation Biologist II	20A
E22Y18	Conservation Biologist III	22A
E24Y18	Conservation Biologist IV	24A
E23Y08	Construction Coordinator I	23A
E25Y05	Construction Coordinator II	25
E27Y02	Construction Coordinator III	27A
E27Y03	Contract Prequalification Administrator	27
E21Y19	Cultural Resources Specialist	21
E23Y19	District Engineering Inspector I	23A
E25Y14	District Engineering Inspector II	25
E27Y11	District Engineering Inspector III	27A
E22Y20	District Fish and Games Supervisor	22
E20Y10	Economics Program Planner II	20A

Title Code	Title	Job Group
E18Y02	Electrical Engineer I	18C
E21Y16	Electrical Engineer II	21D
E23Y14	Electrical Engineer III	23B
E25Y07	Electrical Engineer IV	25
E27Y04	Electrical Engineer V	27A
E29Y02	Electrical Engineer VI	29
E11Y02	Engineering Aide I	11A
E15Y08	Engineering Aide II	15A
E18Y03	Engineering Draftsman	18A
E19Y06	Environmental Analyst I	19C
E21Y05	Environmental Analyst II	21B
E23Y02	Environmental Analyst III	23A
E25Y10	Environmental Analyst IV	25
E27Y08	Environmental Analyst V	27A
E29Y04	Environmental Analyst VI	29
E18Y04	Environmental Engineer I	18C
E21Y15	Environmental Engineer II	21D
E23Y09	Environmental Engineer III	23B
E25Y06	Environmental Engineer IV	25
E27Y05	Environmental Engineer V	27A
E29Y03	Environmental Engineer VI	29
E17Y06	Environmental Health Inspector I	17
E19Y14	Environmental Health Inspector II	19
E22Y05	Epidemiologist I	22C
E24Y04	Epidemiologist II	24B
E18Y06	Federal Aid Coordinator I	18
E20Y06	Federal Aid Coordinator II	20
E22Y06	Federal Aid Coordinator III	22
E24Y05	Federal Aid Coordinator IV	24
E27Y06	Federal Aid Coordinator V	27
E15Y03	Fisheries Supervisor	15
E18Y25	Fish And Game Mgt Specialist	18
E18Y23	Fish Culturist I	18A
E20Y19	Fish Culturist II	20A
E22Y19	Fish Culturist III	22A
E15Y04	Forestry Assistant	15
E19Y16	Forester I	19
E21Y21	Forester II	21
E23Y17	Forester III	23

Title Code	Title	Job Group
E18Y14	Game Biologist I	18A
E20817	Game Biologist II	20A
E22Y15	Game Biologist III	22A
E24819	Game Biologist IV	24A
E18Y24	Game Culturist I	18
E20Y20	Game Culturist II	20
E18Y21	General Construction Inspector I	18A
E21Y17	General Construction Inspector II	21A
E23Y03	Geologist	23A
E11Y04	Highway Traffic Inspector I	11
E14Y07	Highway Traffic Inspector II	14
E16Y04	Highway Traffic Inspector III	16
E18Y08	Highway Traffic Inspector IV	18
E18Y12	Human Service Program Planner I	18A
E20Y11	Human Service Program Planner II	20A
E22Y13	Human Service Program Planner III	22A
E25Y11	Hydrologist	25
E19Y10	Industrial Safety & Health Inspector I	19
E21Y09	Industrial Safety & Health Inspector II	21
E23Y16	Industrial Safety & Health Inspector III	23
E24Y06	Laboratory Supervisor I	24B
E26Y01	Laboratory Supervisor II	26
E28Y01	Laboratory Supervisor III	28
E13Y03	Laboratory Technician I	13
E15Y09	Laboratory Technician II	15A
E23Y04	Landscape Architect I	23A
E25Y12	Landscape Architect II	25
E18Y09	Mechanical Engineer I	18C
E21Y18	Mechanical Engineer II	21D
E23Y15	Mechanical Engineer III	23B
E25Y08	Mechanical Engineer IV	25
E21Y20	Natural Resources Specialist	21
E18Y11	Pesticide Registration Spec	18A
E14Y06	Planning Assistant	14

Title Code	Title	Job Group
E23Y12	Public Utilities Engineer	23A
E19Y11	Regional Planner I	19A
E21Y10	Regional Planner II	21A
E23Y05	Regional Planner III	23A
E25Y01	Regional Planner IV	25
E27Y09	Regional Planner V	27A
E16Y02	Sr. Lab Inspector, Building Mat, PWD	16A
E23Y18	State Building Inspector I	23A
E25Y13	State Building Inspector II	25
E27Y10	State Building Inspector III	27A
E19Y12	Transportation Program Planner I	19A
E21Y12	Transportation Program Planner II	21A
E23Y07	Transportation Program Planner III	23A
E25Y02	Transportation Program Planner IV	25
E27Y07	Transportation Program Planner V	27A
E23Y11	Veterinary Health Officer I	23A
E25Y09	Veterinary Health Officer II	25

Draft Unit e Salary Chart - July 2014

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13
11	\$ 32,405.25	\$ 33,103.29	\$ 33,816.05	\$ 34,543.03	\$ 35,287.14	\$ 36,046.25	\$ 36,821.17	\$ 37,614.03	\$ 38,422.96	\$ 39,250.11	\$ 40,118.77	\$ 41,125.92	\$ 42,000.75
12	\$ 33,203.47	\$ 33,918.39	\$ 34,648.84	\$ 35,394.02	\$ 36,156.61	\$ 36,933.94	\$ 37,727.87	\$ 38,540.78	\$ 39,369.57	\$ 40,216.81	\$ 41,106.90	\$ 42,138.96	\$ 43,242.45
13	\$ 33,889.19	\$ 34,619.31	\$ 35,365.36	\$ 36,127.42	\$ 36,904.74	\$ 37,700.01	\$ 38,514.33	\$ 39,343.06	\$ 40,189.76	\$ 41,055.48	\$ 41,962.39	\$ 42,014.86	\$ 44,243.80
14	\$ 35,835.18	\$ 36,604.20	\$ 37,389.03	\$ 38,191.26	\$ 39,010.38	\$ 39,848.24	\$ 40,702.17	\$ 41,576.73	\$ 42,467.63	\$ 43,379.68	\$ 44,339.47	\$ 45,451.84	\$ 46,500.15
15	\$ 37,691.66	\$ 38,544.84	\$ 39,461.72	\$ 40,400.29	\$ 41,360.03	\$ 42,346.55	\$ 43,352.63	\$ 44,384.15	\$ 45,436.57	\$ 46,517.11	\$ 47,545.69	\$ 48,739.00	\$ 50,131.33
16	\$ 39,632.08	\$ 40,604.40	\$ 41,602.18	\$ 42,624.59	\$ 43,676.72	\$ 44,748.28	\$ 45,845.59	\$ 46,968.18	\$ 48,122.92	\$ 49,304.18	\$ 50,394.36	\$ 51,659.19	\$ 53,134.55
17	\$ 41,668.34	\$ 42,733.16	\$ 43,864.51	\$ 45,007.46	\$ 46,177.73	\$ 47,378.28	\$ 48,610.69	\$ 49,877.13	\$ 51,173.83	\$ 52,505.62	\$ 53,666.52	\$ 55,013.58	\$ 56,585.11
18	\$ 43,701.48	\$ 44,795.31	\$ 45,966.92	\$ 47,209.60	\$ 48,518.14	\$ 49,880.69	\$ 51,297.37	\$ 52,762.27	\$ 54,204.95	\$ 55,732.07	\$ 56,616.98	\$ 58,037.97	\$ 59,686.05
19	\$ 45,804.30	\$ 46,990.52	\$ 48,212.57	\$ 49,567.50	\$ 50,959.29	\$ 52,387.78	\$ 53,855.11	\$ 55,359.94	\$ 56,904.14	\$ 58,399.60	\$ 60,049.25	\$ 61,426.93	\$ 62,667.66
20	\$ 46,108.63	\$ 47,328.45	\$ 48,582.57	\$ 49,868.29	\$ 51,188.56	\$ 52,543.39	\$ 53,935.45	\$ 55,362.87	\$ 56,827.52	\$ 58,332.08	\$ 59,621.82	\$ 61,118.00	\$ 62,663.98
21	\$ 46,333.36	\$ 47,559.35	\$ 48,819.62	\$ 50,111.24	\$ 51,437.37	\$ 52,799.73	\$ 54,198.49	\$ 55,632.60	\$ 57,104.75	\$ 58,616.28	\$ 59,912.45	\$ 61,416.20	\$ 63,170.95
22	\$ 47,014.52	\$ 48,258.46	\$ 49,537.48	\$ 50,848.38	\$ 52,194.37	\$ 53,575.99	\$ 54,995.37	\$ 56,450.91	\$ 57,944.49	\$ 59,478.52	\$ 60,793.70	\$ 62,319.42	\$ 64,099.88
23	\$ 48,391.58	\$ 49,701.68	\$ 51,050.08	\$ 52,433.84	\$ 53,853.76	\$ 55,312.51	\$ 56,811.98	\$ 58,352.44	\$ 59,933.07	\$ 61,557.63	\$ 62,919.16	\$ 64,498.99	\$ 66,241.32
24	\$ 49,704.09	\$ 51,054.49	\$ 52,446.75	\$ 53,866.43	\$ 55,315.19	\$ 56,814.93	\$ 58,355.38	\$ 59,936.02	\$ 61,560.85	\$ 62,927.37	\$ 64,501.93	\$ 66,344.26	\$ 68,344.26
25	\$ 50,893.38	\$ 52,250.35	\$ 53,645.09	\$ 55,075.73	\$ 56,543.86	\$ 58,044.59	\$ 59,580.75	\$ 61,180.13	\$ 62,821.66	\$ 64,496.58	\$ 65,923.19	\$ 67,577.75	\$ 69,508.21
26	\$ 51,141.42	\$ 52,505.36	\$ 53,906.52	\$ 55,344.12	\$ 56,819.75	\$ 58,335.30	\$ 59,890.75	\$ 61,488.53	\$ 63,128.09	\$ 64,811.04	\$ 66,244.89	\$ 67,907.49	\$ 69,647.05
27	\$ 52,247.68	\$ 53,642.41	\$ 55,072.78	\$ 56,540.91	\$ 58,049.22	\$ 59,597.18	\$ 61,187.19	\$ 62,818.44	\$ 64,493.36	\$ 65,919.98	\$ 67,574.54	\$ 69,504.73	\$ 71,504.73
28	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
29	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
30	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
31	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
32	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
33	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
34	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
35	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
36	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
37	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
38	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
39	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
40	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
41	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
42	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
43	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
44	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
45	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
46	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
47	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
48	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
49	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
50	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
51	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
52	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
53	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
54	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
55	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
56	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
57	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
58	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
59	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
60	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
61	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
62	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
63	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
64	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
65	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
66	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
67	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80
68	\$ 53,173.93	\$ 54,630.01	\$ 56,127.07	\$ 57,664.58	\$ 59,244.41	\$ 60,865.75	\$ 62,533.44	\$ 64,246.40	\$ 66,006.23	\$ 67,813.74	\$ 69,314.28	\$ 71,053.75	\$ 73,083.05
69	\$ 53,176.34	\$ 54,632.69	\$ 56,129.75	\$ 57,667.32	\$ 59,247.35	\$ 60,868.97	\$ 62,531.66	\$ 64,249.61	\$ 66,009.71	\$ 67,817.72	\$ 69,317.76	\$ 71,057.74	\$ 73,086.80</

Draft Unit E Salary Chart - January 2015

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
11	\$ 37,891.33	\$ 33,599.84	\$ 34,333.31	\$ 35,061.18	\$ 35,716.45	\$ 36,586.95	\$ 37,373.49	\$ 38,178.24	\$ 38,999.31	\$ 39,838.86	\$ 40,720.56	\$ 41,742.81	\$ 42,995.26	\$ 44,117.25
11A	\$ 33,701.52	\$ 34,427.16	\$ 35,169.57	\$ 35,924.93	\$ 36,698.96	\$ 37,487.95	\$ 38,293.39	\$ 39,118.99	\$ 39,960.12	\$ 40,820.06	\$ 41,723.51	\$ 42,771.05	\$ 43,992.59	\$ 44,118.95
12	\$ 34,399.53	\$ 35,139.21	\$ 35,895.84	\$ 36,667.31	\$ 37,454.31	\$ 38,255.51	\$ 39,093.31	\$ 39,933.20	\$ 40,792.60	\$ 41,671.31	\$ 42,599.61	\$ 43,660.08	\$ 44,907.45	\$ 45,097.70
13	\$ 36,372.71	\$ 37,153.27	\$ 37,949.86	\$ 38,764.13	\$ 39,595.53	\$ 40,445.96	\$ 41,312.70	\$ 42,200.38	\$ 43,104.64	\$ 44,030.38	\$ 45,004.51	\$ 46,133.61	\$ 47,451.40	\$ 47,657.42
14	\$ 38,214.40	\$ 39,123.01	\$ 40,053.64	\$ 41,008.30	\$ 41,980.43	\$ 42,979.31	\$ 44,001.02	\$ 45,047.47	\$ 46,118.12	\$ 47,214.87	\$ 48,348.87	\$ 49,470.08	\$ 50,883.30	\$ 51,098.86
15	\$ 40,228.56	\$ 41,113.47	\$ 42,226.21	\$ 43,263.96	\$ 44,323.64	\$ 45,415.05	\$ 46,531.10	\$ 47,672.11	\$ 48,844.77	\$ 50,043.74	\$ 51,150.28	\$ 52,434.08	\$ 53,911.57	\$ 54,160.05
15A	\$ 40,228.56	\$ 41,113.47	\$ 42,226.21	\$ 43,263.96	\$ 44,323.64	\$ 45,415.05	\$ 46,531.10	\$ 47,672.11	\$ 48,844.77	\$ 50,043.74	\$ 51,150.28	\$ 52,434.08	\$ 53,911.57	\$ 54,160.05
16	\$ 42,293.36	\$ 43,194.66	\$ 44,522.48	\$ 45,682.57	\$ 46,862.57	\$ 48,088.95	\$ 49,339.85	\$ 50,625.28	\$ 51,944.44	\$ 53,295.65	\$ 54,742.24	\$ 55,841.50	\$ 57,436.88	\$ 57,680.20
16A	\$ 42,293.36	\$ 43,194.66	\$ 44,522.48	\$ 45,682.57	\$ 46,862.57	\$ 48,088.95	\$ 49,339.85	\$ 50,625.28	\$ 51,944.44	\$ 53,295.65	\$ 54,742.24	\$ 55,841.50	\$ 57,436.88	\$ 57,680.20
17	\$ 44,736.44	\$ 45,887.02	\$ 47,067.51	\$ 48,277.36	\$ 49,519.56	\$ 50,792.22	\$ 52,099.67	\$ 53,439.75	\$ 54,813.00	\$ 56,222.95	\$ 57,466.24	\$ 58,908.54	\$ 60,591.73	\$ 60,848.47
18	\$ 46,797.81	\$ 48,035.33	\$ 49,308.86	\$ 50,613.59	\$ 51,953.67	\$ 53,329.10	\$ 54,741.49	\$ 56,190.32	\$ 57,677.21	\$ 59,204.07	\$ 60,513.16	\$ 62,031.86	\$ 63,803.95	\$ 64,074.25
18A	\$ 46,797.81	\$ 48,035.33	\$ 49,308.86	\$ 50,613.59	\$ 51,953.67	\$ 53,329.10	\$ 54,741.49	\$ 56,190.32	\$ 57,677.21	\$ 59,204.07	\$ 60,513.16	\$ 62,031.86	\$ 63,803.95	\$ 64,074.25
19	\$ 49,117.46	\$ 50,447.21	\$ 51,815.83	\$ 53,220.34	\$ 54,661.56	\$ 56,142.20	\$ 57,664.16	\$ 59,227.73	\$ 60,833.07	\$ 62,481.00	\$ 63,862.95	\$ 65,466.47	\$ 67,336.44	\$ 67,621.71
19C	\$ 49,117.46	\$ 50,447.21	\$ 51,815.83	\$ 53,220.34	\$ 54,661.56	\$ 56,142.20	\$ 57,664.16	\$ 59,227.73	\$ 60,833.07	\$ 62,481.00	\$ 63,862.95	\$ 65,466.47	\$ 67,336.44	\$ 67,621.71
20	\$ 51,654.06	\$ 53,031.39	\$ 54,447.05	\$ 55,898.87	\$ 57,389.03	\$ 58,919.96	\$ 60,491.13	\$ 62,104.59	\$ 63,760.77	\$ 65,460.76	\$ 66,938.78	\$ 68,588.16	\$ 70,547.30	\$ 70,846.17
20A	\$ 51,654.06	\$ 53,031.39	\$ 54,447.05	\$ 55,898.87	\$ 57,389.03	\$ 58,919.96	\$ 60,491.13	\$ 62,104.59	\$ 63,760.77	\$ 65,460.76	\$ 66,938.78	\$ 68,588.16	\$ 70,547.30	\$ 70,846.17
20B	\$ 51,654.06	\$ 53,031.39	\$ 54,447.05	\$ 55,898.87	\$ 57,389.03	\$ 58,919.96	\$ 60,491.13	\$ 62,104.59	\$ 63,760.77	\$ 65,460.76	\$ 66,938.78	\$ 68,588.16	\$ 70,547.30	\$ 70,846.17
20C	\$ 51,654.06	\$ 53,031.39	\$ 54,447.05	\$ 55,898.87	\$ 57,389.03	\$ 58,919.96	\$ 60,491.13	\$ 62,104.59	\$ 63,760.77	\$ 65,460.76	\$ 66,938.78	\$ 68,588.16	\$ 70,547.30	\$ 70,846.17
21	\$ 53,971.54	\$ 55,449.46	\$ 56,971.69	\$ 58,549.55	\$ 60,136.06	\$ 61,782.00	\$ 63,474.71	\$ 65,213.36	\$ 66,996.32	\$ 68,834.48	\$ 70,357.53	\$ 72,123.09	\$ 74,139.29	\$ 74,493.55
21A	\$ 53,971.54	\$ 55,449.46	\$ 56,971.69	\$ 58,549.55	\$ 60,136.06	\$ 61,782.00	\$ 63,474.71	\$ 65,213.36	\$ 66,996.32	\$ 68,834.48	\$ 70,357.53	\$ 72,123.09	\$ 74,139.29	\$ 74,493.55
21B	\$ 53,971.54	\$ 55,449.46	\$ 56,971.69	\$ 58,549.55	\$ 60,136.06	\$ 61,782.00	\$ 63,474.71	\$ 65,213.36	\$ 66,996.32	\$ 68,834.48	\$ 70,357.53	\$ 72,123.09	\$ 74,139.29	\$ 74,493.55
21C	\$ 53,971.54	\$ 55,449.46	\$ 56,971.69	\$ 58,549.55	\$ 60,136.06	\$ 61,782.00	\$ 63,474.71	\$ 65,213.36	\$ 66,996.32	\$ 68,834.48	\$ 70,357.53	\$ 72,123.09	\$ 74,139.29	\$ 74,493.55
22	\$ 56,566.87	\$ 58,141.31	\$ 59,757.61	\$ 61,423.94	\$ 63,133.50	\$ 64,890.91	\$ 66,695.17	\$ 68,552.27	\$ 70,460.30	\$ 72,420.80	\$ 74,022.15	\$ 75,879.88	\$ 78,047.28	\$ 78,377.97
22A	\$ 56,566.87	\$ 58,141.31	\$ 59,757.61	\$ 61,423.94	\$ 63,133.50	\$ 64,890.91	\$ 66,695.17	\$ 68,552.27	\$ 70,460.30	\$ 72,420.80	\$ 74,022.15	\$ 75,879.88	\$ 78,047.28	\$ 78,377.97
22B	\$ 56,566.87	\$ 58,141.31	\$ 59,757.61	\$ 61,423.94	\$ 63,133.50	\$ 64,890.91	\$ 66,695.17	\$ 68,552.27	\$ 70,460.30	\$ 72,420.80	\$ 74,022.15	\$ 75,879.88	\$ 78,047.28	\$ 78,377.97
22C	\$ 56,566.87	\$ 58,141.31	\$ 59,757.61	\$ 61,423.94	\$ 63,133.50	\$ 64,890.91	\$ 66,695.17	\$ 68,552.27	\$ 70,460.30	\$ 72,420.80	\$ 74,022.15	\$ 75,879.88	\$ 78,047.28	\$ 78,377.97
23	\$ 59,365.57	\$ 60,986.22	\$ 62,650.92	\$ 64,361.02	\$ 66,120.06	\$ 67,923.42	\$ 69,777.89	\$ 71,683.47	\$ 73,640.44	\$ 75,651.23	\$ 77,324.09	\$ 79,264.74	\$ 81,870.41	\$ 82,217.25
23A	\$ 59,365.57	\$ 60,986.22	\$ 62,650.92	\$ 64,361.02	\$ 66,120.06	\$ 67,923.42	\$ 69,777.89	\$ 71,683.47	\$ 73,640.44	\$ 75,651.23	\$ 77,324.09	\$ 79,264.74	\$ 81,870.41	\$ 82,217.25
23B	\$ 59,365.57	\$ 60,986.22	\$ 62,650.92	\$ 64,361.02	\$ 66,120.06	\$ 67,923.42	\$ 69,777.89	\$ 71,683.47	\$ 73,640.44	\$ 75,651.23	\$ 77,324.09	\$ 79,264.74	\$ 81,870.41	\$ 82,217.25
23C	\$ 59,365.57	\$ 60,986.22	\$ 62,650.92	\$ 64,361.02	\$ 66,120.06	\$ 67,923.42	\$ 69,777.89	\$ 71,683.47	\$ 73,640.44	\$ 75,651.23	\$ 77,324.09	\$ 79,264.74	\$ 81,870.41	\$ 82,217.25
24	\$ 61,964.43	\$ 63,672.63	\$ 65,429.50	\$ 67,233.40	\$ 69,088.95	\$ 70,996.38	\$ 72,952.32	\$ 74,964.20	\$ 77,031.55	\$ 79,155.99	\$ 80,907.69	\$ 82,938.61	\$ 85,664.98	\$ 86,027.90
24A	\$ 61,964.43	\$ 63,672.63	\$ 65,429.50	\$ 67,233.40	\$ 69,088.95	\$ 70,996.38	\$ 72,952.32	\$ 74,964.20	\$ 77,031.55	\$ 79,155.99	\$ 80,907.69	\$ 82,938.61	\$ 85,664.98	\$ 86,027.90
24B	\$ 61,964.43	\$ 63,672.63	\$ 65,429.50	\$ 67,233.40	\$ 69,088.95	\$ 70,996.38	\$ 72,952.32	\$ 74,964.20	\$ 77,031.55	\$ 79,155.99	\$ 80,907.69	\$ 82,938.61	\$ 85,664.98	\$ 86,027.90
24C	\$ 61,964.43	\$ 63,672.63	\$ 65,429.50	\$ 67,233.40	\$ 69,088.95	\$ 70,996.38	\$ 72,952.32	\$ 74,964.20	\$ 77,031.55	\$ 79,155.99	\$ 80,907.69	\$ 82,938.61	\$ 85,664.98	\$ 86,027.90
25	\$ 64,571.46	\$ 66,373.36	\$ 68,228.46	\$ 70,135.68	\$ 72,095.36	\$ 74,107.79	\$ 76,178.67	\$ 78,307.47	\$ 80,494.71	\$ 82,743.67	\$ 84,573.13	\$ 86,652.17	\$ 88,827.45	\$ 89,546.29
25A	\$ 64,571.46	\$ 66,373.36	\$ 68,228.46	\$ 70,135.68	\$ 72,095.36	\$ 74,107.79	\$ 76,178.67	\$ 78,307.47	\$ 80,494.71	\$ 82,743.67	\$ 84,573.13	\$ 86,652.17	\$ 88,827.45	\$ 89,546.29
26	\$ 67,211.65	\$ 69,110.70	\$ 71,063.59	\$ 73,072.76	\$ 75,137.56	\$ 77,262.24	\$ 79,448.18	\$ 81,689.06	\$ 83,997.29	\$ 86,370.78	\$ 88,281.25	\$ 90,496.77	\$ 93,471.64	\$ 93,867.63
27	\$ 69,683.55	\$ 71,636.71	\$ 73,640.61	\$ 75,705.88	\$ 77,826.24	\$ 80,007.24	\$ 82,248.59	\$ 84,552.19	\$ 86,921.32	\$ 89,356.79	\$ 91,333.06	\$ 93,625.80	\$ 96,703.16	\$ 97,112.84
27A	\$ 69,683.55	\$ 71,636.71	\$ 73,640.61	\$ 75,705.88	\$ 77,826.24	\$ 80,007.24	\$ 82,248.59	\$ 84,552.19	\$ 86,921.32	\$ 89,356.79	\$ 91,333.06	\$ 93,625.80	\$ 96,703.16	\$ 97,112.84
27B	\$ 69,683.55	\$ 71,636.71	\$ 73,640.61	\$ 75,705.88	\$ 77,826.24	\$ 80,007.24	\$ 82,248.59	\$ 84,552.19	\$ 86,921.32	\$ 89,356.79	\$ 91,333.06	\$ 93,625.80	\$ 96,703.16	\$ 97,112.84
28	\$ 72,801.15	\$ 74,856.27	\$ 76,969.56	\$ 79,142.67	\$ 81,376.68	\$ 83,673.49	\$ 86,035.55	\$ 88,463.95	\$ 90,960.86	\$ 93,528.46	\$ 95,597.17	\$ 97,996.75	\$ 101,218.22	\$ 101,647.02
29	\$ 75,149.35	\$ 77,286.03	\$ 79,481.33	\$ 81,742.35	\$ 84,066.62	\$ 86,456.45	\$ 88,914.49	\$ 91,443.63	\$ 94,042.04	\$ 96,714.58	\$ 98,853.71	\$ 101,335.12	\$ 104,665.88	\$ 105,109.29
29A	\$ 75,149.35	\$ 77,286.03	\$ 79,481.33	\$ 81,742.35	\$ 84,066.62	\$ 86,456.45	\$ 88,914.49	\$ 91,443.63	\$ 94,042.04	\$ 96,714.58	\$ 98,853.71	\$ 101,335.12	\$ 104,665.88	\$ 105,109.29
30	\$ 77,126.16	\$ 79,322.38	\$ 81,579.77	\$ 83,901.59	\$ 86,297.66	\$ 88,747.52	\$ 91,273.79	\$ 93,872.66	\$ 96,544.12	\$ 99,293.60	\$ 101,489.28	\$ 104,036.48	\$ 107,456.42	\$ 107,911.65
31	\$ 79,954.22	\$ 82,245.59	\$ 84,601.40	\$ 87,024.09	\$ 89,518.56	\$ 92,082.63	\$ 94,702.10	\$ 97,433.37	\$ 100,274.24	\$ 103,096.34	\$ 105,377.65	\$ 108,022.74	\$ 111,573.44	\$ 112,046.12
32	\$ 83,051.98	\$ 85,433.35	\$ 87,882.55	\$ 90,403.79	\$ 92,996.67	\$ 95,664.05	\$ 98,407.53	\$ 101,228.00	\$ 104,130.83	\$ 107,117.39	\$ 109,486.79	\$ 112,234.92	\$ 118,991.62	\$ 119,455.56
33	\$ 86,148.11	\$ 88,620.55	\$ 91,165.32	\$ 93,781.85	\$ 96,473.97	\$ 99,244.67	\$ 102,093.39	\$ 105,023.67	\$ 108,037.96	\$ 111,140.34	\$ 113,598.65	\$ 116,449.82	\$ 120,277.57	\$ 120,747.52

Draft Unit E Salary Chart - July 2015

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
11	\$ 33,384.70	\$ 34,103.84	\$ 34,838.15	\$ 35,587.10	\$ 36,353.70	\$ 37,135.75	\$ 37,934.09	\$ 38,750.91	\$ 39,584.30	\$ 40,436.44	\$ 41,311.36	\$ 42,208.95	\$ 43,129.29	\$ 43,793.91
11A	\$ 34,207.05	\$ 34,943.37	\$ 35,696.10	\$ 36,463.80	\$ 37,249.45	\$ 38,050.77	\$ 38,866.19	\$ 39,705.16	\$ 40,569.52	\$ 41,457.36	\$ 42,369.48	\$ 43,304.65	\$ 44,262.48	\$ 44,841.65
12	\$ 34,913.49	\$ 35,666.28	\$ 36,434.28	\$ 37,218.37	\$ 38,020.95	\$ 38,839.50	\$ 39,676.47	\$ 40,532.20	\$ 41,406.49	\$ 42,296.38	\$ 43,209.48	\$ 44,143.98	\$ 45,098.17	\$ 45,774.17
13	\$ 35,618.30	\$ 37,110.57	\$ 38,519.11	\$ 39,945.60	\$ 40,189.46	\$ 41,052.65	\$ 41,932.39	\$ 42,833.39	\$ 43,751.21	\$ 44,690.84	\$ 45,679.58	\$ 46,625.62	\$ 47,583.17	\$ 48,367.21
14	\$ 36,878.62	\$ 39,709.86	\$ 40,654.45	\$ 41,621.39	\$ 42,610.14	\$ 43,623.99	\$ 44,661.03	\$ 45,723.18	\$ 46,809.89	\$ 47,922.09	\$ 48,982.76	\$ 50,212.13	\$ 51,646.54	\$ 51,865.34
14A	\$ 38,789.27	\$ 39,711.79	\$ 40,656.10	\$ 41,623.60	\$ 42,612.35	\$ 43,626.48	\$ 44,662.96	\$ 45,725.66	\$ 46,812.10	\$ 47,925.57	\$ 48,985.24	\$ 50,214.62	\$ 51,649.03	\$ 51,867.84
15	\$ 40,828.96	\$ 41,831.67	\$ 42,859.60	\$ 43,912.92	\$ 44,990.52	\$ 46,096.27	\$ 47,229.06	\$ 48,383.80	\$ 49,577.44	\$ 50,794.40	\$ 51,917.53	\$ 53,220.59	\$ 54,743.58	\$ 54,975.50
15A	\$ 40,832.16	\$ 41,833.88	\$ 42,861.53	\$ 43,913.13	\$ 44,992.73	\$ 46,098.48	\$ 47,231.27	\$ 48,390.01	\$ 49,579.92	\$ 50,796.88	\$ 51,919.74	\$ 53,223.35	\$ 54,743.58	\$ 54,975.50
16	\$ 42,927.76	\$ 44,045.38	\$ 45,190.31	\$ 46,367.81	\$ 47,575.46	\$ 48,812.77	\$ 50,082.11	\$ 51,384.66	\$ 52,720.56	\$ 54,092.61	\$ 55,498.59	\$ 56,976.37	\$ 58,528.43	\$ 58,542.36
16A	\$ 42,929.97	\$ 44,047.59	\$ 45,192.80	\$ 46,370.02	\$ 47,575.94	\$ 48,812.77	\$ 50,082.11	\$ 51,384.66	\$ 52,720.56	\$ 54,092.61	\$ 55,498.59	\$ 56,976.37	\$ 58,528.43	\$ 58,542.36
17	\$ 45,407.49	\$ 46,575.33	\$ 47,773.52	\$ 48,993.52	\$ 50,262.36	\$ 51,584.10	\$ 52,961.17	\$ 54,241.35	\$ 55,563.19	\$ 57,066.29	\$ 58,328.23	\$ 59,792.17	\$ 61,500.60	\$ 61,761.15
18	\$ 47,499.78	\$ 48,756.47	\$ 50,048.49	\$ 51,377.80	\$ 52,732.08	\$ 54,129.03	\$ 55,562.62	\$ 57,039.18	\$ 58,543.37	\$ 60,092.13	\$ 61,420.85	\$ 62,962.34	\$ 64,761.01	\$ 65,035.36
18A	\$ 47,502.26	\$ 48,758.96	\$ 50,050.98	\$ 51,375.56	\$ 52,735.74	\$ 54,131.52	\$ 55,565.65	\$ 57,036.21	\$ 58,545.13	\$ 60,095.17	\$ 61,423.89	\$ 62,965.37	\$ 64,764.04	\$ 65,038.41
18C	\$ 47,733.79	\$ 48,996.63	\$ 50,295.70	\$ 51,625.85	\$ 52,992.65	\$ 54,395.60	\$ 55,836.64	\$ 57,314.10	\$ 58,830.74	\$ 60,387.96	\$ 61,723.30	\$ 63,272.51	\$ 65,080.29	\$ 65,356.00
19	\$ 49,854.22	\$ 51,203.91	\$ 52,593.07	\$ 54,018.65	\$ 55,484.74	\$ 56,987.09	\$ 58,529.13	\$ 60,116.14	\$ 61,744.55	\$ 63,418.21	\$ 64,820.89	\$ 66,451.50	\$ 68,346.48	\$ 68,639.07
19A	\$ 49,856.43	\$ 51,206.40	\$ 52,595.55	\$ 54,021.13	\$ 55,487.24	\$ 56,987.09	\$ 58,529.13	\$ 60,116.14	\$ 61,744.55	\$ 63,418.21	\$ 64,820.89	\$ 66,451.50	\$ 68,346.48	\$ 68,639.07
19C	\$ 50,073.88	\$ 51,398.46	\$ 52,760.57	\$ 54,156.35	\$ 55,590.21	\$ 57,061.88	\$ 58,573.56	\$ 60,123.87	\$ 61,717.13	\$ 63,402.52	\$ 65,140.44	\$ 66,775.48	\$ 68,603.43	\$ 68,974.40
20	\$ 50,099.54	\$ 51,456.14	\$ 52,852.19	\$ 54,284.67	\$ 55,754.68	\$ 57,264.98	\$ 58,817.50	\$ 60,412.24	\$ 62,048.65	\$ 63,730.87	\$ 65,461.04	\$ 67,248.87	\$ 69,159.86	\$ 69,540.86
20A	\$ 52,431.64	\$ 53,829.62	\$ 55,266.52	\$ 56,740.39	\$ 58,252.60	\$ 59,806.80	\$ 61,401.54	\$ 63,039.60	\$ 64,720.44	\$ 66,445.99	\$ 67,915.72	\$ 69,620.29	\$ 71,609.09	\$ 71,912.46
20B	\$ 52,687.17	\$ 54,092.33	\$ 55,535.85	\$ 57,016.90	\$ 58,537.13	\$ 60,098.48	\$ 61,700.95	\$ 63,247.02	\$ 64,836.13	\$ 66,465.96	\$ 68,247.14	\$ 69,959.99	\$ 71,958.18	\$ 72,633.02
21	\$ 54,781.11	\$ 56,281.20	\$ 57,813.51	\$ 59,407.49	\$ 61,035.07	\$ 62,705.42	\$ 64,423.52	\$ 66,188.24	\$ 68,004.85	\$ 69,866.99	\$ 71,412.89	\$ 73,204.94	\$ 75,295.85	\$ 75,614.83
21A	\$ 54,783.60	\$ 56,283.96	\$ 57,816.27	\$ 59,410.53	\$ 61,038.11	\$ 62,708.73	\$ 64,426.83	\$ 66,191.56	\$ 68,008.85	\$ 69,869.99	\$ 71,412.89	\$ 73,204.94	\$ 75,295.85	\$ 75,614.83
21B	\$ 54,781.11	\$ 56,281.20	\$ 57,813.51	\$ 59,407.49	\$ 61,035.07	\$ 62,705.42	\$ 64,423.52	\$ 66,188.24	\$ 68,004.85	\$ 69,866.99	\$ 71,412.89	\$ 73,204.94	\$ 75,295.85	\$ 75,614.83
21C	\$ 55,051.00	\$ 56,558.54	\$ 58,108.30	\$ 59,700.00	\$ 61,335.86	\$ 63,014.49	\$ 64,740.86	\$ 66,514.15	\$ 68,336.27	\$ 70,207.52	\$ 71,761.15	\$ 73,522.42	\$ 75,653.42	\$ 75,983.96
21D	\$ 55,320.88	\$ 56,835.59	\$ 58,393.08	\$ 59,990.00	\$ 61,635.65	\$ 63,328.28	\$ 65,058.21	\$ 66,846.32	\$ 68,679.56	\$ 70,551.91	\$ 72,112.71	\$ 73,922.42	\$ 76,054.30	\$ 76,356.42
21E	\$ 56,130.25	\$ 57,667.32	\$ 59,247.44	\$ 60,870.60	\$ 62,538.47	\$ 64,249.94	\$ 66,010.55	\$ 67,818.58	\$ 69,676.31	\$ 71,583.98	\$ 73,168.24	\$ 75,004.16	\$ 77,147.30	\$ 77,473.50
22	\$ 57,415.37	\$ 59,013.43	\$ 60,653.98	\$ 62,342.27	\$ 64,077.47	\$ 65,860.56	\$ 67,693.02	\$ 69,577.24	\$ 71,513.61	\$ 73,501.52	\$ 75,128.62	\$ 77,014.22	\$ 79,214.13	\$ 79,533.59
22A	\$ 57,418.13	\$ 59,016.19	\$ 60,656.74	\$ 62,345.30	\$ 64,080.50	\$ 65,860.96	\$ 67,693.02	\$ 69,577.24	\$ 71,513.61	\$ 73,501.52	\$ 75,128.62	\$ 77,014.22	\$ 79,214.13	\$ 79,533.59
22B	\$ 57,415.37	\$ 59,013.43	\$ 60,653.98	\$ 62,342.27	\$ 64,077.47	\$ 65,860.96	\$ 67,693.02	\$ 69,577.24	\$ 71,513.61	\$ 73,501.52	\$ 75,128.62	\$ 77,014.22	\$ 79,214.13	\$ 79,533.59
22C	\$ 57,697.95	\$ 59,304.01	\$ 60,952.84	\$ 62,649.40	\$ 64,393.16	\$ 66,185.21	\$ 68,026.65	\$ 69,920.25	\$ 71,866.28	\$ 73,865.58	\$ 75,498.95	\$ 77,393.38	\$ 79,604.33	\$ 79,941.57
23	\$ 60,256.05	\$ 61,901.01	\$ 63,590.68	\$ 65,326.44	\$ 67,111.66	\$ 68,942.27	\$ 70,824.55	\$ 72,756.22	\$ 74,744.04	\$ 76,786.00	\$ 78,483.95	\$ 80,453.71	\$ 83,098.46	\$ 83,450.50
23A	\$ 60,259.09	\$ 61,904.05	\$ 63,594.00	\$ 65,329.75	\$ 67,115.45	\$ 68,945.86	\$ 70,827.87	\$ 72,762.31	\$ 74,748.63	\$ 76,789.87	\$ 78,487.81	\$ 80,457.58	\$ 83,102.60	\$ 83,454.66
23B	\$ 60,256.05	\$ 61,901.01	\$ 63,590.68	\$ 65,326.44	\$ 67,111.66	\$ 68,942.27	\$ 70,824.55	\$ 72,756.22	\$ 74,744.04	\$ 76,786.00	\$ 78,483.95	\$ 80,453.71	\$ 83,098.46	\$ 83,450.50
23C	\$ 61,740.41	\$ 63,425.66	\$ 65,157.00	\$ 66,935.81	\$ 68,765.11	\$ 70,640.49	\$ 72,568.86	\$ 74,551.05	\$ 76,585.93	\$ 78,677.39	\$ 80,417.01	\$ 82,435.34	\$ 85,144.94	\$ 85,505.65
24	\$ 62,893.90	\$ 64,672.72	\$ 66,410.94	\$ 68,241.90	\$ 70,125.29	\$ 72,058.35	\$ 74,046.60	\$ 76,088.66	\$ 78,187.02	\$ 80,343.33	\$ 82,121.31	\$ 84,182.69	\$ 86,949.96	\$ 87,318.32
24A	\$ 62,896.93	\$ 64,630.76	\$ 66,414.75	\$ 68,245.21	\$ 70,128.87	\$ 72,061.94	\$ 74,050.46	\$ 76,093.25	\$ 78,190.89	\$ 80,347.19	\$ 82,124.89	\$ 84,186.83	\$ 86,954.10	\$ 87,322.48
24B	\$ 63,203.52	\$ 64,945.90	\$ 66,738.22	\$ 68,578.29	\$ 70,470.78	\$ 72,413.23	\$ 74,411.41	\$ 76,463.41	\$ 78,572.26	\$ 80,739.05	\$ 82,525.58	\$ 84,597.72	\$ 87,378.79	\$ 87,748.97
25	\$ 65,540.03	\$ 67,370.99	\$ 69,251.89	\$ 71,187.71	\$ 73,176.79	\$ 75,219.41	\$ 77,321.35	\$ 79,482.08	\$ 81,702.13	\$ 83,984.83	\$ 85,841.73	\$ 87,996.93	\$ 90,889.49	\$ 91,274.53
25A	\$ 67,151.05	\$ 69,027.26	\$ 70,953.98	\$ 72,937.82	\$ 74,975.46	\$ 77,068.68	\$ 79,222.13	\$ 81,433.84	\$ 83,710.25	\$ 86,048.97	\$ 87,951.95	\$ 90,159.86	\$ 92,578.40	\$ 92,955.65
26	\$ 68,219.82	\$ 70,147.36	\$ 72,129.55	\$ 74,168.85	\$ 76,264.72	\$ 78,419.93	\$ 80,633.94	\$ 82,914.40	\$ 85,257.25	\$ 87,666.34	\$ 89,605.47	\$ 91,854.22	\$ 94,873.72	\$ 95,258.40
27	\$ 70,728.80	\$ 72,711.65	\$ 74,747.25	\$ 76,841.47	\$ 78,993.64	\$ 81,207.35	\$ 83,486.45	\$ 85,824.89	\$ 88,229.28	\$ 90,701.56	\$ 92,707.47	\$ 95,034.60	\$ 98,158.68	\$ 98,542.52
27A	\$ 70,731.84	\$ 72,714.64	\$ 74,750.56	\$ 76,845.33	\$ 78,997.50	\$ 81,211.21	\$ 83,486.45	\$ 85,824.89	\$ 88,229.28	\$ 90,701.56	\$ 92,707.47	\$ 95,034.60	\$ 98,158.68	\$ 98,542.52
27B	\$ 71,077.05	\$ 73,069.45	\$ 75,115.37	\$ 77,238.80	\$ 79,382.33	\$ 81,607.20	\$ 83,893.21	\$ 86,243.52	\$ 88,659.77	\$ 91,143.92	\$ 93,131.76	\$ 95,497.93	\$ 98,677.46	\$ 99,055.33
28	\$ 73,893.17	\$ 75,979.11	\$ 78,124.11	\$ 80,323.81	\$ 82,597.33	\$ 84,926.59	\$ 87,326.08	\$ 89,790.91	\$ 92,325.28	\$ 94,945.67	\$ 96,165.30	\$ 100,336.51	\$ 102,855.15	\$ 103,231.73
29	\$ 76,276.59	\$ 78,445.32	\$ 80,675.58	\$ 82,966.49	\$ 85,337.62	\$ 87,793.26	\$ 90,248.17	\$ 92,814.27	\$ 95,457.67	\$ 98,165.30	\$ 100,336.51	\$ 102,855.15	\$ 106,235.87	\$ 106,655.93
29A	\$ 76,468.30	\$ 78,628.07	\$ 80,848.30	\$ 83,128.07	\$ 85,473.76	\$ 87,888.31	\$ 90,368.31	\$ 92,868.31	\$ 95,388.31	\$ 97,992.28	\$ 100,783.01	\$ 103,011.62	\$ 105,597.03	\$ 109,530.33
30	\$ 78,283.06	\$ 80,512.22	\$ 82,803.47	\$ 85,160.12	\$ 87,586.03	\$ 90,078.13	\$ 92,642.90	\$ 95,280.75	\$ 97,992.28	\$ 100,783.01	\$ 103,011.62	\$ 105,597.03	\$ 109,530.33	\$ 109,530.33
31	\$ 81,153.53	\$ 83,479.28	\$ 85,870.42	\$ 88,329.46	\$ 90,861.37	\$ 93,466.87	\$ 96,146.90	\$ 98,893.48	\$ 101,727.60	\$ 104,647.78	\$ 106,958.32	\$ 109,643.08	\$ 113,247.05	\$ 113,726.81
32	\$ 84,297.76	\$ 86,714.65	\$ 89,201.20	\$ 91,759.85	\$ 94,391.62	\$ 97,099.01	\$ 99,883.95	\$ 102,746.42	\$ 105,692.79	\$ 108,724.15	\$ 111,829.09	\$ 113,918.44	\$ 120,735.90	\$ 121,247.39
33	\$ 87,440.33	\$ 89,949.86	\$ 92,532.79	\$ 95,188.58	\$ 97,921.08	\$ 100,733.84	\$ 103,624.79	\$ 106,599.02	\$ 109,658.53	\$ 112,807.45	\$ 115,302.63	\$ 118,196.57	\$ 122,081.73	\$ 122,598.92

Draft Unit Salary Chart - January 2016

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
11	\$ 33,885.47	\$ 34,615.42	\$ 35,360.73	\$ 36,120.90	\$ 36,899.00	\$ 37,692.79	\$ 38,503.10	\$ 39,322.18	\$ 40,176.06	\$ 41,042.99	\$ 41,951.34	\$ 43,004.49	\$ 44,232.99	\$ 44,582.30
11A	\$ 34,720.15	\$ 35,467.72	\$ 36,231.54	\$ 37,010.76	\$ 37,808.19	\$ 38,621.02	\$ 39,451.22	\$ 40,300.74	\$ 41,167.91	\$ 42,053.85	\$ 42,984.60	\$ 44,063.80	\$ 45,327.26	\$ 45,680.18
12	\$ 35,437.19	\$ 36,201.79	\$ 36,980.79	\$ 37,777.66	\$ 38,590.49	\$ 39,422.09	\$ 40,271.61	\$ 41,140.18	\$ 42,028.56	\$ 42,930.82	\$ 43,876.94	\$ 44,979.71	\$ 46,264.78	\$ 46,630.14
13	\$ 37,477.07	\$ 38,276.52	\$ 39,096.90	\$ 39,935.33	\$ 40,792.31	\$ 41,668.48	\$ 42,561.20	\$ 43,475.89	\$ 44,407.48	\$ 45,361.20	\$ 46,364.77	\$ 47,528.00	\$ 48,885.62	\$ 49,271.68
14	\$ 39,369.43	\$ 40,305.40	\$ 41,264.26	\$ 42,245.71	\$ 43,249.29	\$ 44,278.35	\$ 45,330.55	\$ 46,409.03	\$ 47,512.04	\$ 48,641.94	\$ 49,712.50	\$ 50,965.32	\$ 52,421.24	\$ 52,835.22
14A	\$ 39,371.11	\$ 40,307.46	\$ 41,265.95	\$ 42,247.95	\$ 43,251.53	\$ 44,280.88	\$ 45,332.91	\$ 46,411.55	\$ 47,514.28	\$ 48,644.46	\$ 49,720.02	\$ 50,967.84	\$ 52,423.76	\$ 52,837.74
15	\$ 41,442.40	\$ 42,459.15	\$ 43,502.49	\$ 44,571.61	\$ 45,665.38	\$ 46,787.72	\$ 47,937.50	\$ 49,115.61	\$ 50,321.10	\$ 51,556.31	\$ 52,826.30	\$ 54,129.90	\$ 55,564.74	\$ 56,000.44
15A	\$ 41,444.65	\$ 42,461.39	\$ 43,504.46	\$ 44,573.85	\$ 45,667.62	\$ 46,789.96	\$ 47,939.74	\$ 49,118.66	\$ 50,323.62	\$ 51,558.83	\$ 52,828.54	\$ 54,129.70	\$ 55,564.74	\$ 56,000.54
16	\$ 43,571.68	\$ 44,706.06	\$ 45,868.17	\$ 47,063.33	\$ 48,287.06	\$ 49,542.44	\$ 50,831.15	\$ 52,155.43	\$ 53,511.37	\$ 54,903.99	\$ 56,317.92	\$ 57,765.51	\$ 59,268.10	\$ 59,640.21
16A	\$ 43,573.92	\$ 44,708.30	\$ 45,870.69	\$ 47,065.57	\$ 48,289.58	\$ 49,544.96	\$ 50,833.55	\$ 52,157.67	\$ 53,514.17	\$ 54,906.52	\$ 56,320.72	\$ 57,768.31	\$ 59,270.90	\$ 59,642.11
17	\$ 46,088.60	\$ 47,273.96	\$ 48,490.13	\$ 49,736.54	\$ 51,016.29	\$ 52,327.41	\$ 53,674.28	\$ 55,059.97	\$ 56,486.72	\$ 57,922.29	\$ 59,405.36	\$ 60,989.05	\$ 62,423.11	\$ 62,916.08
18	\$ 48,212.27	\$ 49,487.82	\$ 50,799.32	\$ 52,143.39	\$ 53,523.97	\$ 54,940.97	\$ 56,396.05	\$ 57,888.87	\$ 59,420.51	\$ 60,993.51	\$ 62,442.87	\$ 63,906.77	\$ 65,237.42	\$ 65,751.53
18A	\$ 48,214.79	\$ 49,490.34	\$ 50,801.74	\$ 52,146.19	\$ 53,526.77	\$ 54,943.49	\$ 56,399.14	\$ 57,891.76	\$ 59,423.31	\$ 60,996.60	\$ 62,445.25	\$ 63,909.85	\$ 65,235.50	\$ 65,759.63
18B	\$ 48,449.79	\$ 49,731.78	\$ 51,049.62	\$ 52,400.24	\$ 53,787.54	\$ 55,211.54	\$ 56,674.19	\$ 58,173.81	\$ 59,713.21	\$ 61,293.78	\$ 62,849.15	\$ 64,221.60	\$ 65,056.49	\$ 65,578.15
18C	\$ 48,162.07	\$ 50,462.83	\$ 51,800.27	\$ 53,171.05	\$ 54,578.53	\$ 56,023.25	\$ 57,507.47	\$ 59,029.50	\$ 60,591.30	\$ 62,195.40	\$ 63,870.66	\$ 65,166.07	\$ 67,027.86	\$ 67,557.19
19	\$ 50,602.03	\$ 51,971.97	\$ 53,381.96	\$ 54,828.93	\$ 56,313.71	\$ 57,839.10	\$ 59,407.06	\$ 61,017.88	\$ 62,670.72	\$ 64,366.49	\$ 65,795.20	\$ 67,445.20	\$ 69,371.68	\$ 69,919.53
19A	\$ 50,604.27	\$ 51,974.49	\$ 53,384.49	\$ 54,831.45	\$ 56,316.51	\$ 57,841.90	\$ 59,410.14	\$ 61,020.96	\$ 62,673.80	\$ 64,372.85	\$ 65,796.56	\$ 67,446.28	\$ 69,374.76	\$ 69,922.63
19B	\$ 50,824.99	\$ 52,169.44	\$ 53,551.98	\$ 54,968.70	\$ 56,423.06	\$ 57,912.80	\$ 59,432.16	\$ 61,025.73	\$ 62,640.47	\$ 64,298.34	\$ 65,720.10	\$ 67,369.85	\$ 69,294.66	\$ 69,841.89
19C	\$ 50,851.04	\$ 52,227.98	\$ 53,644.97	\$ 55,098.94	\$ 56,591.00	\$ 58,123.95	\$ 59,699.76	\$ 61,318.42	\$ 62,979.38	\$ 64,686.83	\$ 66,117.55	\$ 67,777.11	\$ 69,713.68	\$ 70,264.22
20	\$ 53,215.31	\$ 54,634.26	\$ 56,095.51	\$ 57,598.41	\$ 59,123.61	\$ 60,700.82	\$ 62,319.48	\$ 63,982.12	\$ 65,687.89	\$ 67,438.31	\$ 69,237.85	\$ 71,098.39	\$ 73,031.55	\$ 73,257.23
20A	\$ 53,218.11	\$ 54,637.07	\$ 56,095.51	\$ 57,591.50	\$ 59,126.69	\$ 60,703.90	\$ 62,322.46	\$ 63,985.20	\$ 65,691.25	\$ 67,442.68	\$ 69,244.46	\$ 71,064.60	\$ 72,683.23	\$ 73,257.23
20B	\$ 54,477.48	\$ 54,903.71	\$ 56,368.89	\$ 57,877.15	\$ 59,415.19	\$ 60,999.96	\$ 62,626.46	\$ 64,297.42	\$ 66,011.68	\$ 67,771.51	\$ 69,570.85	\$ 71,098.39	\$ 73,031.55	\$ 73,257.23
21	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,646.00	\$ 65,389.87	\$ 67,181.07	\$ 69,022.28	\$ 70,911.36	\$ 72,480.44	\$ 74,299.37	\$ 76,421.36	\$ 77,024.88
21A	\$ 55,605.35	\$ 57,128.22	\$ 58,693.66	\$ 60,301.68	\$ 61,953.68	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21B	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21C	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21D	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21E	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21F	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21G	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21H	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21I	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21J	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21K	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21L	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21M	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21N	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21O	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21P	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21Q	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21R	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21S	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21T	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21U	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21V	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21W	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21X	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21Y	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
21Z	\$ 55,602.83	\$ 57,125.42	\$ 58,690.86	\$ 60,298.60	\$ 61,950.60	\$ 63,649.36	\$ 65,393.32	\$ 67,184.43	\$ 69,024.93	\$ 70,915.00	\$ 72,480.44	\$ 74,299.37	\$ 76,423.36	\$ 77,024.83
22	\$ 58,279.41	\$ 59,901.43	\$ 61,566.59	\$ 63,268.48	\$ 65,041.71	\$ 66,887.24	\$ 68,712.06	\$ 70,524.26	\$ 72,389.96	\$ 74,306.08	\$ 76,255.55	\$ 78,163.43	\$ 80,402.34	\$ 81,037.29
22A	\$ 58,276.60	\$ 59,898.63	\$ 61,563.79	\$ 63,277.40	\$ 65,038.63	\$ 66,848.88	\$ 68,708.42	\$ 70,520.90	\$ 72,386.32	\$ 74,300.08	\$ 76,255.55	\$ 78,163.43	\$ 80,402.34	\$ 81,037.29
22B	\$ 58,276.60	\$ 59,898.63	\$ 61,563.79	\$ 63,277.40	\$ 65,038.63	\$ 66,848.88	\$ 68,708.42	\$ 70,520.90	\$ 72,386.32	\$ 74,300.08	\$ 76,255.55	\$ 78,163.43	\$ 80,402.34	\$ 81,037.29
22C	\$ 58,276.60	\$ 59,898.63	\$ 61,563.79	\$ 63,277.40	\$ 65,038.63	\$ 66,848.88	\$ 68,708.42	\$ 70,520.90	\$ 72,386.32	\$ 74,300.08	\$ 76,255.55	\$ 78,163.43	\$ 80,402.34	\$ 81,037.29
22D	\$ 58,276.60	\$ 59,898.63	\$ 61,563.79	\$ 63,277.40	\$ 65,038.63	\$ 66,848.88	\$ 68,708.42	\$ 70,520.90	\$ 72,386.32	\$ 74,300.08	\$ 76,255.55	\$ 78,163.43	\$ 80,402.34	\$ 81,037.29
22E	\$ 58,276.60	\$ 59,898.63	\$ 61,563.79	\$ 63,277.40	\$ 65,038.63	\$ 66,848.88	\$ 68,708.42	\$						

City of San Francisco Salary Schedule - July 2016

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
11A	\$ 34,393.75	\$ 35,134.63	\$ 35,881.14	\$ 36,628.72	\$ 37,376.29	\$ 38,123.87	\$ 38,871.45	\$ 39,619.03	\$ 40,366.61	\$ 41,114.19	\$ 41,861.77	\$ 42,609.35	\$ 43,356.93	\$ 44,104.51
11B	\$ 35,240.95	\$ 35,999.74	\$ 36,758.53	\$ 37,517.32	\$ 38,276.11	\$ 39,034.90	\$ 39,793.69	\$ 40,552.48	\$ 41,311.27	\$ 42,070.06	\$ 42,828.85	\$ 43,587.64	\$ 44,346.43	\$ 45,105.22
12	\$ 35,966.75	\$ 36,744.31	\$ 37,521.87	\$ 38,300.43	\$ 39,078.99	\$ 39,857.55	\$ 40,636.11	\$ 41,414.67	\$ 42,193.23	\$ 42,971.79	\$ 43,750.35	\$ 44,528.91	\$ 45,307.47	\$ 46,086.03
13	\$ 36,034.16	\$ 36,830.37	\$ 37,626.58	\$ 38,422.79	\$ 39,218.99	\$ 40,015.20	\$ 40,811.41	\$ 41,607.62	\$ 42,403.83	\$ 43,199.04	\$ 43,995.25	\$ 44,791.46	\$ 45,587.67	\$ 46,383.88
14	\$ 36,959.97	\$ 37,783.40	\$ 38,606.83	\$ 39,430.26	\$ 40,253.69	\$ 41,077.12	\$ 41,900.55	\$ 42,723.98	\$ 43,547.41	\$ 44,370.84	\$ 45,194.27	\$ 46,017.70	\$ 46,841.13	\$ 47,664.56
14A	\$ 39,961.68	\$ 40,912.08	\$ 41,862.48	\$ 42,812.88	\$ 43,763.28	\$ 44,713.68	\$ 45,664.08	\$ 46,614.48	\$ 47,564.88	\$ 48,515.28	\$ 49,465.68	\$ 50,416.08	\$ 51,366.48	\$ 52,316.88
15	\$ 42,064.04	\$ 43,086.03	\$ 44,108.02	\$ 45,130.01	\$ 46,152.00	\$ 47,174.00	\$ 48,196.00	\$ 49,218.00	\$ 50,240.00	\$ 51,262.00	\$ 52,284.00	\$ 53,306.00	\$ 54,328.00	\$ 55,350.00
15A	\$ 42,066.32	\$ 43,098.31	\$ 44,130.30	\$ 45,162.29	\$ 46,194.28	\$ 47,226.27	\$ 48,258.26	\$ 49,290.25	\$ 50,322.24	\$ 51,354.23	\$ 52,386.22	\$ 53,418.21	\$ 54,450.20	\$ 55,482.19
16	\$ 44,225.25	\$ 45,376.65	\$ 46,528.05	\$ 47,679.45	\$ 48,830.85	\$ 49,982.25	\$ 51,133.65	\$ 52,285.05	\$ 53,436.45	\$ 54,587.85	\$ 55,739.25	\$ 56,890.65	\$ 58,042.05	\$ 59,193.45
16A	\$ 44,227.53	\$ 45,378.93	\$ 46,530.33	\$ 47,681.73	\$ 48,833.13	\$ 49,984.53	\$ 51,135.93	\$ 52,287.33	\$ 53,438.73	\$ 54,590.13	\$ 55,741.53	\$ 56,892.93	\$ 58,044.33	\$ 59,195.73
17	\$ 46,779.93	\$ 47,983.07	\$ 49,186.21	\$ 50,389.35	\$ 51,592.49	\$ 52,795.63	\$ 53,998.77	\$ 55,201.91	\$ 56,405.05	\$ 57,608.19	\$ 58,811.33	\$ 60,014.47	\$ 61,217.61	\$ 62,420.75
18	\$ 48,935.46	\$ 50,230.14	\$ 51,524.82	\$ 52,819.50	\$ 54,114.18	\$ 55,408.86	\$ 56,703.54	\$ 58,000.00	\$ 59,296.46	\$ 60,592.92	\$ 61,889.38	\$ 63,185.84	\$ 64,482.30	\$ 65,778.76
18A	\$ 48,938.02	\$ 50,232.70	\$ 51,527.38	\$ 52,822.06	\$ 54,116.74	\$ 55,411.42	\$ 56,706.10	\$ 58,000.78	\$ 59,295.46	\$ 60,590.14	\$ 61,884.82	\$ 63,179.50	\$ 64,474.18	\$ 65,768.86
18B	\$ 49,176.54	\$ 50,471.22	\$ 51,765.90	\$ 53,060.58	\$ 54,355.26	\$ 55,649.94	\$ 56,944.62	\$ 58,239.30	\$ 59,533.98	\$ 60,828.66	\$ 62,123.34	\$ 63,418.02	\$ 64,712.70	\$ 66,007.38
18C	\$ 49,899.50	\$ 51,219.77	\$ 52,539.04	\$ 53,858.31	\$ 55,177.58	\$ 56,496.85	\$ 57,816.12	\$ 59,135.40	\$ 60,454.67	\$ 61,773.94	\$ 63,093.21	\$ 64,412.48	\$ 65,731.75	\$ 67,051.02
19	\$ 51,361.06	\$ 52,751.55	\$ 54,142.04	\$ 55,532.53	\$ 56,923.02	\$ 58,313.51	\$ 59,704.00	\$ 61,094.49	\$ 62,484.98	\$ 63,875.47	\$ 65,265.96	\$ 66,656.45	\$ 68,046.94	\$ 69,437.43
19A	\$ 51,363.34	\$ 52,754.11	\$ 54,144.88	\$ 55,535.65	\$ 56,926.42	\$ 58,317.19	\$ 59,707.96	\$ 61,098.73	\$ 62,489.50	\$ 63,880.27	\$ 65,270.04	\$ 66,660.81	\$ 68,051.58	\$ 69,442.35
19B	\$ 51,587.36	\$ 52,991.98	\$ 54,396.60	\$ 55,801.22	\$ 57,205.84	\$ 58,610.46	\$ 60,015.08	\$ 61,419.70	\$ 62,824.32	\$ 64,228.94	\$ 65,633.56	\$ 67,038.18	\$ 68,442.80	\$ 69,847.42
19C	\$ 51,613.80	\$ 53,011.40	\$ 54,409.00	\$ 55,806.60	\$ 57,204.20	\$ 58,601.80	\$ 60,000.00	\$ 61,397.60	\$ 62,795.20	\$ 64,192.80	\$ 65,590.40	\$ 66,988.00	\$ 68,385.60	\$ 69,783.20
20	\$ 54,013.54	\$ 55,453.78	\$ 56,893.10	\$ 58,332.42	\$ 59,771.74	\$ 61,211.06	\$ 62,650.38	\$ 64,089.70	\$ 65,529.02	\$ 66,968.34	\$ 68,407.66	\$ 69,846.98	\$ 71,286.30	\$ 72,725.62
20A	\$ 54,016.38	\$ 55,456.62	\$ 56,896.95	\$ 58,337.27	\$ 59,777.59	\$ 61,217.91	\$ 62,658.23	\$ 64,098.55	\$ 65,538.87	\$ 66,979.19	\$ 68,419.51	\$ 69,859.83	\$ 71,299.15	\$ 72,739.47
20B	\$ 54,279.64	\$ 55,727.27	\$ 57,174.90	\$ 58,622.53	\$ 60,070.16	\$ 61,517.79	\$ 62,965.42	\$ 64,413.05	\$ 65,860.68	\$ 67,308.31	\$ 68,755.94	\$ 70,203.57	\$ 71,651.20	\$ 73,098.83
21	\$ 56,439.43	\$ 57,985.14	\$ 59,530.85	\$ 61,076.56	\$ 62,622.27	\$ 64,167.98	\$ 65,713.69	\$ 67,259.40	\$ 68,805.11	\$ 70,350.82	\$ 71,896.53	\$ 73,442.24	\$ 74,987.95	\$ 76,533.66
21A	\$ 56,439.43	\$ 57,985.14	\$ 59,530.85	\$ 61,076.56	\$ 62,622.27	\$ 64,167.98	\$ 65,713.69	\$ 67,259.40	\$ 68,805.11	\$ 70,350.82	\$ 71,896.53	\$ 73,442.24	\$ 74,987.95	\$ 76,533.66
21B	\$ 56,439.43	\$ 57,985.14	\$ 59,530.85	\$ 61,076.56	\$ 62,622.27	\$ 64,167.98	\$ 65,713.69	\$ 67,259.40	\$ 68,805.11	\$ 70,350.82	\$ 71,896.53	\$ 73,442.24	\$ 74,987.95	\$ 76,533.66
21C	\$ 56,439.43	\$ 57,985.14	\$ 59,530.85	\$ 61,076.56	\$ 62,622.27	\$ 64,167.98	\$ 65,713.69	\$ 67,259.40	\$ 68,805.11	\$ 70,350.82	\$ 71,896.53	\$ 73,442.24	\$ 74,987.95	\$ 76,533.66
21D	\$ 56,992.95	\$ 58,553.48	\$ 60,113.01	\$ 61,673.54	\$ 63,234.07	\$ 64,794.60	\$ 66,355.13	\$ 67,915.66	\$ 69,476.19	\$ 71,036.72	\$ 72,597.25	\$ 74,157.78	\$ 75,718.31	\$ 77,278.84
21E	\$ 57,826.79	\$ 59,410.32	\$ 61,003.85	\$ 62,597.38	\$ 64,190.91	\$ 65,784.44	\$ 67,377.97	\$ 68,971.50	\$ 70,565.03	\$ 72,158.56	\$ 73,752.09	\$ 75,345.62	\$ 76,939.15	\$ 78,532.68
22	\$ 59,150.75	\$ 60,797.11	\$ 62,443.47	\$ 64,089.83	\$ 65,736.19	\$ 67,382.55	\$ 69,028.91	\$ 70,675.27	\$ 72,321.63	\$ 73,968.00	\$ 75,614.36	\$ 77,260.72	\$ 78,907.08	\$ 80,553.44
22A	\$ 59,153.60	\$ 60,799.95	\$ 62,446.31	\$ 64,092.67	\$ 65,739.03	\$ 67,385.39	\$ 69,031.75	\$ 70,678.11	\$ 72,324.47	\$ 73,970.83	\$ 75,617.19	\$ 77,263.55	\$ 78,909.91	\$ 80,556.27
22B	\$ 59,156.45	\$ 60,802.81	\$ 62,449.17	\$ 64,095.53	\$ 65,741.89	\$ 67,388.25	\$ 69,034.61	\$ 70,680.97	\$ 72,327.33	\$ 73,973.69	\$ 75,620.05	\$ 77,266.41	\$ 78,912.77	\$ 80,559.13
22C	\$ 59,448.87	\$ 61,096.47	\$ 62,744.07	\$ 64,391.67	\$ 66,039.27	\$ 67,686.87	\$ 69,334.47	\$ 70,982.07	\$ 72,629.67	\$ 74,277.27	\$ 75,924.87	\$ 77,572.47	\$ 79,220.07	\$ 80,867.67
23	\$ 62,077.29	\$ 63,775.10	\$ 65,472.91	\$ 67,170.72	\$ 68,868.53	\$ 70,566.34	\$ 72,264.15	\$ 73,961.96	\$ 75,659.77	\$ 77,357.58	\$ 79,055.39	\$ 80,753.20	\$ 82,451.01	\$ 84,148.82
23A	\$ 62,080.42	\$ 63,778.23	\$ 65,476.04	\$ 67,173.85	\$ 68,871.66	\$ 70,569.47	\$ 72,267.28	\$ 73,965.09	\$ 75,662.90	\$ 77,360.71	\$ 79,058.52	\$ 80,756.33	\$ 82,454.14	\$ 84,151.95
23B	\$ 62,077.29	\$ 63,775.10	\$ 65,472.91	\$ 67,170.72	\$ 68,868.53	\$ 70,566.34	\$ 72,264.15	\$ 73,961.96	\$ 75,659.77	\$ 77,357.58	\$ 79,055.39	\$ 80,753.20	\$ 82,451.01	\$ 84,148.82
23C	\$ 63,606.51	\$ 65,342.70	\$ 67,078.89	\$ 68,815.08	\$ 70,551.27	\$ 72,287.46	\$ 74,023.65	\$ 75,759.84	\$ 77,496.03	\$ 79,232.22	\$ 80,968.41	\$ 82,704.60	\$ 84,440.79	\$ 86,176.98
24	\$ 64,794.87	\$ 66,561.09	\$ 68,327.31	\$ 70,093.53	\$ 71,859.75	\$ 73,625.97	\$ 75,392.19	\$ 77,158.41	\$ 78,924.63	\$ 80,690.85	\$ 82,457.07	\$ 84,223.29	\$ 85,989.51	\$ 87,755.73
24A	\$ 64,797.99	\$ 66,564.22	\$ 68,330.44	\$ 70,096.66	\$ 71,862.88	\$ 73,629.10	\$ 75,395.32	\$ 77,161.54	\$ 78,927.76	\$ 80,693.98	\$ 82,460.20	\$ 84,226.42	\$ 85,992.64	\$ 87,758.86
24B	\$ 65,113.85	\$ 66,908.89	\$ 68,703.93	\$ 70,498.97	\$ 72,294.01	\$ 74,089.05	\$ 75,884.09	\$ 77,679.13	\$ 79,474.17	\$ 81,269.21	\$ 83,064.25	\$ 84,859.29	\$ 86,654.33	\$ 88,449.37
25	\$ 67,520.97	\$ 69,407.27	\$ 71,293.57	\$ 73,179.87	\$ 75,066.17	\$ 76,952.47	\$ 78,838.77	\$ 80,725.07	\$ 82,611.37	\$ 84,497.67	\$ 86,383.97	\$ 88,270.27	\$ 90,156.57	\$ 92,042.87
25A	\$ 69,180.69	\$ 71,113.61	\$ 73,046.53	\$ 74,979.45	\$ 76,912.37	\$ 78,845.29	\$ 80,778.21	\$ 82,711.13	\$ 84,644.05	\$ 86,576.97	\$ 88,509.89	\$ 90,442.81	\$ 92,375.73	\$ 94,308.65
26	\$ 70,281.77	\$ 72,267.57	\$ 74,253.37	\$ 76,239.17	\$ 78,224.97	\$ 80,210.77	\$ 82,196.57	\$ 84,182.37	\$ 86,168.17	\$ 88,153.97	\$ 90,139.77	\$ 92,125.57	\$ 94,111.37	\$ 96,097.17
27	\$ 72,866.58	\$ 74,908.96	\$ 76,951.34	\$ 78,993.72	\$ 81,036.10	\$ 83,078.48	\$ 85,120.86	\$ 87,163.24	\$ 89,205.62	\$ 91,248.00	\$ 93,290.38	\$ 95,332.76	\$ 97,375.14	\$ 99,417.52
27A	\$ 72,869.71	\$ 74,912.65	\$ 76,955.59	\$ 78,998.53	\$ 81,041.47	\$ 83,084.41	\$ 85,127.35	\$ 87,170.29	\$ 89,213.23	\$ 91,256.17	\$ 93,299.11	\$ 95,342.05	\$ 97,384.99	\$ 99,427.93
27B	\$ 73,225.36	\$ 75,277.97	\$ 77,330.58	\$ 79,383.19	\$ 81,435.80	\$ 83,488.41	\$ 85,541.02	\$ 87,593.63	\$ 89,646.24	\$ 91,698.85	\$ 93,751.46	\$ 95,804.07	\$ 97,856.68	\$ 99,909.29
28	\$ 76,126.59	\$ 78,275.58	\$ 80,424.57	\$ 82,573.56	\$ 84,722.55	\$ 86,871.54	\$ 89,020.53	\$ 91,169.52	\$ 93,318.51	\$ 95,467.50	\$ 97,616.49	\$ 99,765.48	\$ 101,914.47	\$ 104,063.46
28A	\$ 76,128.05	\$ 78,277.04	\$ 80,426.03	\$ 82,575.02	\$ 84,724.01	\$ 86,873.00	\$ 89,021.99	\$ 91,170.98	\$ 93,319.97	\$ 95,468.96	\$ 97,617.95	\$ 99,766.94	\$ 101,915.93	\$ 104,064.92
29A	\$ 78,966.00	\$ 81,210.64	\$ 83,455.28	\$ 85,699.92	\$ 87,944.56	\$ 90,189.20	\$ 92,433.84	\$ 94,678.48	\$ 96,923.12	\$ 99,167.76	\$ 101,412.40	\$ 103,657.04	\$ 105,901.68	\$ 108,146.32
30	\$ 80,649.16	\$ 82,945.70	\$ 85,242.24	\$ 87,538.78	\$ 89,835.32	\$ 92,131.86	\$ 94,428.40	\$ 96,724.94	\$ 99,021.48	\$ 101,318.02	\$ 103,614.56	\$ 105,911.10	\$ 108,207.64	\$ 110,504.18
31	\$ 86,606.40	\$ 88,902.44	\$ 91,198.48	\$ 93,494.52	\$ 95,790.56	\$ 98,086.60	\$ 100,382.64	\$ 102,678.68	\$ 104,974.72	\$ 107,270.76	\$ 109,566.80	\$ 111,862.84	\$ 114,158.88	\$ 116,454.92
32	\$ 86,645.66	\$ 89,335.80	\$ 91,897.30	\$ 94,458.80	\$ 97,020.30	\$ 99,581.80	\$ 102,143.30	\$ 104,704.80	\$ 107,266.30	\$ 109,827.80	\$ 112,389.30	\$ 114,950.80	\$ 117,512.30	\$ 120,073.80
33	\$ 90,083.21	\$ 92,668.59	\$ 95,253.97	\$ 97,839.35	\$ 100,424.73	\$ 103,010.11	\$ 105,595.49	\$ 108,180.87	\$ 110,766.25	\$ 113,351.63	\$ 115,937.01	\$ 118,522.39	\$ 121,107.77	\$ 123,693.15

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
11	\$ 34,909.66	\$ 35,661.65	\$ 36,429.51	\$ 37,212.66	\$ 38,014.27	\$ 38,832.05	\$ 39,666.96	\$ 40,520.99	\$ 41,392.44	\$ 42,283.52	\$ 43,193.31	\$ 44,104.30	\$ 45,069.92	\$ 45,997.67
11A	\$ 35,769.57	\$ 36,533.73	\$ 37,319.64	\$ 38,139.41	\$ 38,980.94	\$ 39,788.34	\$ 40,643.63	\$ 41,518.83	\$ 42,412.31	\$ 43,324.93	\$ 44,283.81	\$ 45,295.63	\$ 46,099.13	\$ 47,130.42
12	\$ 36,508.28	\$ 37,295.47	\$ 38,098.53	\$ 38,919.49	\$ 39,756.89	\$ 40,613.62	\$ 41,489.82	\$ 42,383.65	\$ 43,295.78	\$ 44,218.41	\$ 45,205.18	\$ 46,339.22	\$ 47,663.13	\$ 48,110.53
13	\$ 38,604.67	\$ 39,433.12	\$ 40,278.60	\$ 41,142.84	\$ 42,035.25	\$ 42,977.87	\$ 43,847.80	\$ 44,789.94	\$ 45,749.69	\$ 46,732.24	\$ 47,766.15	\$ 48,864.54	\$ 50,263.19	\$ 50,853.93
14	\$ 40,559.37	\$ 41,523.74	\$ 42,511.48	\$ 43,524.90	\$ 44,556.50	\$ 45,616.67	\$ 46,701.08	\$ 47,811.74	\$ 48,948.09	\$ 50,112.14	\$ 51,220.21	\$ 52,505.74	\$ 54,008.27	\$ 54,512.61
15	\$ 40,561.10	\$ 41,525.76	\$ 42,513.21	\$ 43,524.90	\$ 44,558.82	\$ 45,619.27	\$ 46,703.10	\$ 47,814.34	\$ 48,950.40	\$ 50,114.48	\$ 51,222.81	\$ 52,508.34	\$ 54,008.27	\$ 54,512.61
15A	\$ 42,697.31	\$ 43,744.78	\$ 44,819.38	\$ 45,921.10	\$ 47,047.92	\$ 48,204.18	\$ 49,388.72	\$ 50,600.28	\$ 51,844.65	\$ 53,117.20	\$ 54,291.35	\$ 55,654.50	\$ 57,244.18	\$ 57,781.52
16	\$ 44,888.63	\$ 46,057.30	\$ 47,254.53	\$ 48,485.82	\$ 49,746.53	\$ 51,039.86	\$ 52,367.32	\$ 53,731.83	\$ 55,128.75	\$ 56,563.47	\$ 57,814.09	\$ 59,165.75	\$ 60,956.23	\$ 61,530.43
16A	\$ 44,890.94	\$ 46,059.61	\$ 47,257.13	\$ 48,488.13	\$ 49,749.13	\$ 51,042.46	\$ 52,370.41	\$ 53,734.14	\$ 55,131.63	\$ 56,566.06	\$ 57,816.97	\$ 59,168.14	\$ 60,961.41	\$ 61,533.63
17	\$ 47,481.63	\$ 48,702.81	\$ 49,955.74	\$ 51,239.83	\$ 52,558.26	\$ 53,909.01	\$ 55,296.69	\$ 56,719.00	\$ 58,176.52	\$ 59,672.99	\$ 60,992.57	\$ 62,323.38	\$ 64,309.85	\$ 64,913.51
18	\$ 49,609.49	\$ 50,983.59	\$ 52,334.63	\$ 53,719.42	\$ 55,141.73	\$ 56,601.56	\$ 58,100.63	\$ 59,638.36	\$ 61,216.49	\$ 62,817.04	\$ 64,226.46	\$ 65,338.35	\$ 67,129.19	\$ 68,354.85
18A	\$ 49,672.09	\$ 50,986.19	\$ 52,337.22	\$ 53,722.31	\$ 55,144.62	\$ 56,604.15	\$ 58,103.80	\$ 59,641.53	\$ 61,219.93	\$ 62,840.22	\$ 64,229.63	\$ 65,841.53	\$ 67,722.36	\$ 68,958.05
18C	\$ 50,647.99	\$ 51,988.07	\$ 53,365.94	\$ 54,778.15	\$ 56,228.16	\$ 57,716.55	\$ 59,245.63	\$ 60,813.66	\$ 62,422.67	\$ 64,075.25	\$ 65,492.08	\$ 67,133.72	\$ 69,053.77	\$ 69,701.96
19	\$ 52,131.48	\$ 53,542.83	\$ 54,995.43	\$ 56,488.73	\$ 58,015.79	\$ 59,587.28	\$ 61,202.64	\$ 62,862.15	\$ 64,564.84	\$ 66,315.05	\$ 67,781.80	\$ 69,483.73	\$ 71,468.44	\$ 72,139.30
19A	\$ 52,133.79	\$ 53,545.42	\$ 54,998.03	\$ 56,488.73	\$ 58,018.67	\$ 59,590.17	\$ 61,205.82	\$ 62,865.32	\$ 64,568.11	\$ 66,318.52	\$ 67,785.27	\$ 69,488.90	\$ 71,471.62	\$ 72,142.50
19B	\$ 52,361.17	\$ 53,746.26	\$ 55,170.59	\$ 56,630.13	\$ 58,129.48	\$ 59,668.37	\$ 61,249.10	\$ 62,870.23	\$ 64,533.77	\$ 66,241.76	\$ 67,706.49	\$ 69,406.10	\$ 71,389.09	\$ 71,059.20
19C	\$ 52,388.01	\$ 53,806.57	\$ 55,266.39	\$ 56,764.31	\$ 58,301.46	\$ 59,880.75	\$ 61,504.19	\$ 63,171.77	\$ 64,882.93	\$ 66,641.59	\$ 68,115.85	\$ 69,825.67	\$ 71,820.77	\$ 72,494.93
20	\$ 54,823.74	\$ 56,285.58	\$ 57,788.12	\$ 59,339.02	\$ 60,910.62	\$ 62,535.50	\$ 64,203.09	\$ 65,915.98	\$ 67,673.30	\$ 69,477.67	\$ 71,014.54	\$ 72,796.97	\$ 74,876.33	\$ 75,579.17
20A	\$ 54,826.63	\$ 56,288.47	\$ 57,791.60	\$ 59,332.20	\$ 60,912.79	\$ 62,538.67	\$ 64,203.66	\$ 65,919.15	\$ 67,676.77	\$ 69,481.13	\$ 71,018.00	\$ 72,800.43	\$ 74,880.08	\$ 75,582.96
20B	\$ 55,093.83	\$ 56,563.18	\$ 58,072.64	\$ 59,612.33	\$ 61,211.01	\$ 62,843.68	\$ 64,519.35	\$ 66,240.61	\$ 68,006.88	\$ 69,819.90	\$ 71,664.56	\$ 73,155.65	\$ 75,245.11	\$ 75,951.41
21	\$ 57,283.42	\$ 58,852.03	\$ 60,464.79	\$ 62,121.13	\$ 63,823.05	\$ 65,569.70	\$ 67,366.28	\$ 69,211.62	\$ 71,107.45	\$ 73,054.65	\$ 74,671.16	\$ 76,545.07	\$ 78,731.20	\$ 79,470.23
21A	\$ 57,286.02	\$ 58,854.92	\$ 60,467.68	\$ 62,124.30	\$ 63,826.23	\$ 65,573.17	\$ 67,369.74	\$ 69,215.08	\$ 71,111.20	\$ 73,058.40	\$ 74,674.92	\$ 76,548.82	\$ 78,735.24	\$ 79,474.30
21B	\$ 57,283.42	\$ 58,852.03	\$ 60,464.79	\$ 62,121.13	\$ 63,823.05	\$ 65,569.70	\$ 67,366.28	\$ 69,211.62	\$ 71,107.45	\$ 73,054.65	\$ 74,671.16	\$ 76,545.07	\$ 78,731.20	\$ 79,470.23
21C	\$ 57,565.64	\$ 59,142.04	\$ 60,762.59	\$ 62,427.11	\$ 64,137.58	\$ 65,882.98	\$ 67,669.82	\$ 69,552.90	\$ 71,457.76	\$ 73,414.49	\$ 75,039.08	\$ 76,322.22	\$ 78,139.60	\$ 79,862.27
21D	\$ 57,847.85	\$ 59,431.75	\$ 61,060.38	\$ 62,733.16	\$ 64,452.11	\$ 66,215.79	\$ 68,029.96	\$ 69,893.48	\$ 71,808.36	\$ 73,774.61	\$ 75,406.70	\$ 77,299.08	\$ 79,507.43	\$ 80,253.74
22	\$ 58,694.19	\$ 60,301.47	\$ 61,953.76	\$ 63,651.07	\$ 65,395.13	\$ 67,184.77	\$ 69,025.49	\$ 70,936.42	\$ 72,755.42	\$ 74,780.24	\$ 76,861.04	\$ 78,560.37	\$ 80,532.10	\$ 81,421.82
22A	\$ 60,040.90	\$ 61,711.95	\$ 63,427.44	\$ 65,193.13	\$ 67,007.60	\$ 68,872.85	\$ 70,788.88	\$ 72,758.88	\$ 74,783.99	\$ 76,864.80	\$ 78,564.41	\$ 80,534.14	\$ 82,836.54	\$ 83,614.10
22B	\$ 60,038.02	\$ 61,709.06	\$ 63,424.55	\$ 65,189.96	\$ 67,004.42	\$ 68,869.38	\$ 70,785.13	\$ 72,755.42	\$ 74,780.24	\$ 76,861.04	\$ 78,560.37	\$ 80,532.10	\$ 82,832.50	\$ 83,610.02
22C	\$ 60,333.50	\$ 62,012.92	\$ 63,737.06	\$ 65,511.13	\$ 67,334.54	\$ 69,208.44	\$ 71,134.00	\$ 73,114.10	\$ 75,149.02	\$ 77,239.63	\$ 78,847.62	\$ 80,928.58	\$ 83,240.52	\$ 84,012.88
23	\$ 63,008.45	\$ 64,728.55	\$ 66,495.40	\$ 68,310.44	\$ 70,177.42	\$ 72,091.44	\$ 74,059.71	\$ 76,082.22	\$ 78,159.27	\$ 80,293.46	\$ 82,068.97	\$ 84,128.71	\$ 86,894.26	\$ 87,704.92
23A	\$ 63,011.62	\$ 64,731.73	\$ 66,498.87	\$ 68,313.91	\$ 70,181.18	\$ 72,095.19	\$ 74,063.17	\$ 76,085.97	\$ 78,163.03	\$ 80,297.50	\$ 82,073.01	\$ 84,132.75	\$ 86,898.59	\$ 87,714.29
23B	\$ 63,008.45	\$ 64,728.55	\$ 66,495.40	\$ 68,310.44	\$ 70,177.42	\$ 72,091.44	\$ 74,059.71	\$ 76,082.22	\$ 78,159.27	\$ 80,293.46	\$ 82,068.97	\$ 84,128.71	\$ 86,894.26	\$ 87,709.92
23C	\$ 64,560.61	\$ 66,332.84	\$ 68,133.27	\$ 69,993.32	\$ 71,906.13	\$ 73,867.24	\$ 75,883.69	\$ 77,956.42	\$ 80,084.26	\$ 82,273.25	\$ 84,090.33	\$ 85,200.86	\$ 89,034.22	\$ 89,859.96
24	\$ 65,766.79	\$ 67,579.81	\$ 69,444.48	\$ 71,359.06	\$ 73,328.50	\$ 75,349.86	\$ 77,428.93	\$ 79,564.72	\$ 81,758.48	\$ 84,013.28	\$ 85,872.47	\$ 88,028.02	\$ 90,921.69	\$ 91,775.15
24A	\$ 65,769.96	\$ 67,592.98	\$ 69,447.95	\$ 71,362.54	\$ 73,332.25	\$ 75,353.61	\$ 77,432.97	\$ 79,568.02	\$ 81,763.52	\$ 84,017.32	\$ 85,876.23	\$ 88,032.34	\$ 90,926.02	\$ 91,779.52
24B	\$ 66,090.55	\$ 67,912.52	\$ 69,786.72	\$ 71,710.83	\$ 73,689.77	\$ 75,720.94	\$ 77,810.41	\$ 79,956.14	\$ 82,161.31	\$ 84,427.08	\$ 86,795.21	\$ 88,462.01	\$ 91,370.11	\$ 92,227.78
25	\$ 68,533.79	\$ 70,448.38	\$ 72,415.21	\$ 74,439.45	\$ 76,519.39	\$ 78,655.31	\$ 80,853.27	\$ 83,112.69	\$ 85,434.15	\$ 87,821.12	\$ 89,762.84	\$ 92,016.49	\$ 95,041.17	\$ 95,933.29
25A	\$ 70,218.40	\$ 72,180.32	\$ 74,195.04	\$ 76,269.50	\$ 78,400.22	\$ 80,588.95	\$ 82,840.67	\$ 85,155.69	\$ 87,534.00	\$ 89,979.54	\$ 91,969.45	\$ 94,278.22	\$ 97,377.64	\$ 100,138.63
26	\$ 71,335.99	\$ 73,424.31	\$ 75,424.31	\$ 77,556.76	\$ 79,726.50	\$ 81,940.02	\$ 84,319.16	\$ 86,751.69	\$ 89,151.67	\$ 91,670.79	\$ 93,958.50	\$ 96,049.97	\$ 99,207.39	\$ 100,138.63
27	\$ 73,959.58	\$ 76,032.59	\$ 78,161.58	\$ 80,351.46	\$ 82,601.94	\$ 84,916.76	\$ 87,295.65	\$ 89,740.62	\$ 92,253.13	\$ 94,840.04	\$ 96,937.58	\$ 99,371.01	\$ 102,637.21	\$ 103,600.64
27A	\$ 73,962.75	\$ 76,036.34	\$ 78,165.05	\$ 80,355.50	\$ 82,605.98	\$ 84,920.80	\$ 87,299.38	\$ 89,745.33	\$ 92,255.45	\$ 94,844.56	\$ 96,942.50	\$ 99,375.62	\$ 102,642.41	\$ 103,605.88
28	\$ 74,321.74	\$ 76,407.14	\$ 78,545.52	\$ 80,747.08	\$ 83,008.81	\$ 85,330.68	\$ 87,723.85	\$ 90,189.28	\$ 92,709.61	\$ 95,307.22	\$ 97,415.15	\$ 99,860.12	\$ 103,143.06	\$ 104,111.73
28A	\$ 77,268.49	\$ 79,449.71	\$ 81,692.69	\$ 83,999.14	\$ 86,370.24	\$ 88,807.99	\$ 91,315.00	\$ 93,892.41	\$ 96,542.55	\$ 99,267.70	\$ 101,463.35	\$ 104,010.18	\$ 107,429.33	\$ 108,437.73
29	\$ 79,760.78	\$ 82,028.57	\$ 84,360.71	\$ 86,778.33	\$ 89,251.25	\$ 91,761.69	\$ 94,302.56	\$ 96,812.79	\$ 99,312.99	\$ 101,459.33	\$ 104,919.72	\$ 107,553.41	\$ 111,098.55	\$ 112,678.31
29A	\$ 80,149.47	\$ 82,428.80	\$ 84,771.91	\$ 87,181.38	\$ 89,660.40	\$ 92,208.96	\$ 94,830.81	\$ 97,526.82	\$ 100,299.59	\$ 103,149.99	\$ 105,431.34	\$ 108,077.72	\$ 111,630.47	\$ 112,678.31
30	\$ 81,858.90	\$ 84,189.88	\$ 86,585.79	\$ 89,050.09	\$ 91,586.82	\$ 94,193.38	\$ 96,874.88	\$ 99,633.02	\$ 102,466.41	\$ 105,386.61	\$ 107,717.02	\$ 110,420.53	\$ 114,050.33	\$ 115,120.89
31	\$ 84,860.50	\$ 87,292.48	\$ 89,792.85	\$ 92,364.20	\$ 95,011.74	\$ 97,733.14	\$ 100,532.46	\$ 103,422.86	\$ 106,734.35	\$ 109,422.70	\$ 111,844.00	\$ 114,651.40	\$ 118,419.99	\$ 119,531.56
32	\$ 88,148.34	\$ 90,675.84	\$ 93,275.76	\$ 95,951.29	\$ 98,703.28	\$ 101,554.34	\$ 104,446.48	\$ 107,739.71	\$ 110,520.66	\$ 113,990.49	\$ 116,205.29	\$ 119,122.05	\$ 126,250.92	\$ 127,436.00
33	\$ 91,434.46	\$ 94,058.62	\$ 96,759.54	\$ 99,536.64	\$ 102,393.96	\$ 105,334.67	\$ 108,358.20	\$ 111,468.29	\$ 114,667.56	\$ 117,960.31	\$ 120,569.47	\$ 123,595.59	\$ 127,658.22	\$ 128,856.52

Draft (Provisional - for Illustrative Purposes Only) Unit E Salary Chart - January 2017

"There's something civil servants have that the private sector doesn't and that is the duty of loyalty to the greater good – the duty of loyalty to the collective best interest of all rather than the interest of a few."

– David Walker
Former U.S. Comptroller General