COLLECTIVE BARGAINING AGREEMENT

between the

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

and the

COALITION OF MASSDOT UNIONS BARGAINING UNIT E

comprised of

MASSACHUSETTS ORGANIZATION OF STATE ENGINEERS & SCIENTISTS (MOSES)

and

UNITED STEEL WORKERS (USW) LOCAL 5696

July 1, 2017 through June 30, 2020

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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".[BAL(1]

PREAMBLE

This Collective Bargaining Agreement signed on March 7, 2019 by the Massachusetts Department of Transportation acting through the Secretary of Transportation and the 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.

This document consists of the Memorandum of Understanding for Successor Collective Bargaining Agreement for the period of July 1, 2017 to June 30, 2020, the Memorandum of Understanding for Successor Collective Bargaining Agreement for the period of July 1, 2014 to June 30, 2017, the Memorandum of Understanding for Successor Collective Bargaining Agreement for the period of July 1, 2012 to June 30, 2015, and the July 1, 2009 to June 30, 2012 collective bargaining between the Commonwealth and the Union. Except as modified herein, the terms of the current Agreement, including all previous memoranda of understanding, supplemental and side agreements, shall continue in effect.

ARTICLE 1 RECOGNITION

Section 1.1

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

In order to establish and maintain clear and concise employee/labor relations policy, the parties agree that the 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. To effectuate clear labor management communications and to further the stability of labor relations, any agreement the implementation of which directly or indirectly affects members of more than one (1) constituent union shall be signed by an authorized representative of each impacted unions. Each such agreement shall contain a provision certifying that:

i.) the person executing the agreement has been authorized to enter the agreement on behalf of the constituent union;
ii.) the CMU and each of the constituent unions individually agree to be bound by the agreement;
iii.) the CMU and each of the constituent unions individually agree to refrain from filing any grievance or other action in any forum challenging the settlement agreement or the implementation of the settlement agreement, except for actions alleging that the Employer has failed to comply with terms of the settlement agreement.

Component unions shall continue to have the right to settle grievances or resolve other matters affecting the individual interests of bargaining unit members they represent.

In addition to the use of other seasonal employees as provided in this Agreement or by practice, the Employer may engage intermittent seasonal personnel 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 personnel 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 to the extent permitted by law.

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 the Employer in job titles in the bargaining unit included in Section 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) 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 the 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") of the 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 DUES CHECKOFF

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 union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her dues authorization by giving the Employer at least sixty (60) days written notice

and by filing a copy with the Treasurer of the Union. The Employer will promptly notify the Union of any request to withdraw union dues authorization.

Section 3.3

An employee may consent in writing to the authorization of the deductions of an agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw his/her agency fee authorization by notifying the Union and the Employer in writing. The Employer will promptly cease deduction and notify the Union of any request to withdraw agency service fee authorization.

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 with a list of employees whose dues or agency fees are transmitted provided that the State Treasurer is satisfied by such evidence that he/she 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

Employees electing to pay an agency service fee shall receive a year-end rebate from the Union. 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 or 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.

The Union 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, the Union agrees to submit the issue to an arbitrator chosen through the American Arbitration Association's mutual selection process.

Section 4.2

Neither MassDOT nor the Union shall discriminate against an employee on the basis of membership, non-membership or agency service 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, the Union 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 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. Grievants shall be permitted to have reasonable time off without loss of pay for processing 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 (1) 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 the Union, an employee may be granted a leave of absence without pay to perform full-time 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 operation of MassDOT[BAL(2] 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 a 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 normal 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 the bulletin boards or an adequate part thereof in places and locations where notices are usually 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, of 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 alternative methods of providing the same or similar information.

The information contained in this Section shall be provided as soon as is administratively feasible. The Employer will provide the Union with weekly notice of accepted offers of employment into the bargaining unit, including new hires, rehires and transfers. The information shall include the following: candidate name, home address, work location, official title, functional title, and actual start date of employment. The Union will provide the Employer with a designated e-mail address to which the information may be sent.[BAL(3]

Section 5.9 Orientation

Within the first thirty (30) days of employment or upon entering into the bargaining unit from a non-bargaining unit position, or as soon as reasonably practical thereafter but not later than ninety (90) days, the Employer will allow up to thirty (30) minutes for a Union representative to discuss the Union with the employee(s) without the presence of non-bargaining unit employees. The Union shall provide the Employer with reasonable advance notice of the names of the employee(s), date and time of all such meetings, and upon request certify the dates, and the start and end time of meetings. All meetings will be conducted at the employee's regular work location at times that shall be mutually agreed upon and shall not disrupt business operations. No time in excess of thirty (30) minutes shall be paid by the Employer. Reasonable time spent by the employee traveling to and from the meeting location shall not be considered as part of the orientation time.

For the purpose of this Article, unless otherwise agreed upon, access shall be limited to one (1) CMU steward or official and one (1) CMU staff member per session.

ARTICLE 6 ANTIDISCRIMINATION 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, national origin, sex, sexual orientation, age, ethnicity, 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 Labor/Management Committee established pursuant to Article 26 shall give priority to the area of affirmative action and reasonable accommodation. 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. 116 dated May 1, 1975 or as subsequently amended or in Governor's Executive Order #253 (1988) 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 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 II 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 MassDOT's Anti-Harassment and Discrimination 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 USW.

Section 6.7

The Employer shall not interfere with Unions' 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.

Section 6.8

A grievance alleging a violation of Section 1 or Section 5 of this Article will be considered withdrawn with prejudice upon the filing of a claim of discrimination under MGL Chapter 151B, Title VII, the Americans with Disabilities Act or the Age Discrimination in Employment Act or

Chapter 150E, in any state or federal court or agency which arises out of the same or similar facts as the grievance.

Section 6.9

The Employer and Union agree that individuals with disabilities should enjoy equal access to all employment opportunities. During the process to identify a reasonable accommodation the employee may elect to have a union representative present.

ARTICLE 6A MUTUAL RESPECT

MassDOT and Unit E agree that mutual respect between and among managers, employees, and 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 II 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 II, 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 duty free meal periods or forty (40) hours per week excluding duty free 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) hours excluding meal periods in the past shall have a forty (40) hour workweek.

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/she 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 no more than five (5) consecutive days with regular hours of work to be consecutive except for duty free 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 Section shall not apply to employees in authorized flexible hours programs or working alternative work schedules. A workweek other than Monday through Friday may be established where the Employer reasonably determines the need for such schedule.

E. The Employer may establish alternative work schedules including three (3) or four (4) day workweeks and a workday of up to 13.34 hours excluding meal periods. The Employer shall attempt to fill an alternative work schedule by soliciting volunteers and shall select from qualified volunteers in order of seniority based on operational needs. If the alternative work schedule cannot be filled by volunteers, the Employer may involuntarily assign employees within the District, or other departmental unit, in inverse order of seniority based on

i.) ability to do the job;
ii.) geography and
iii.) hardship. If the affected employee demonstrates a substantial hardship the Employer may assign the next least senior qualified employee.

F. 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 Union/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, the Union 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 Employer to work toward a possible resolution. All agreements reached pursuant to the above paragraph shall be submitted to the Union and the Employer for approval. Effective the date of this Agreement, the Alternative Work Options directive attached as a Policy Directive dated April 11, 2011 shall become permanent. Denials of Alternative work Schedule may be grieved to Step II of the grievance procedure.

Section 7.2 Overtime

A. When overtime is required in non-emergency situations, the Employer shall solicit volunteers before requiring any employee to work mandatory overtime. If no volunteers are available, the Employer shall assign, on an inverse seniority rotational system within the same classification by sub-area within a district, then District, or if there is no such employee available, then within any classification where the employee's job description covers the work required, and that employee's D[M4]epartment head or designee reasonably determines is qualified to perform the work. All overtime must be approved in advance by the employee's D[M5]epartment head or designee. Any non-emergency overtime work not approved in advance will be considered

unauthorized, provided that no employee shall be compelled to work an overtime assignment in the absence of such approval.

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) hours per week. A part-time 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 eight (8) hours in his/her regular workday except that a part-time employee whose regular workday is more than eight (8) hours shall be compensated at the rate of time and one-half (1.5x) his/her regular rate of pay for authorized overtime performed in excess of his/her regular workday.

C. An employee whose regular workweek is less than forty (40) hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours per week that is 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 Employer.

E. With the exception of paid sick time, time for which an employee is on full paid leave 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 or emergency overtime shall have up to three (3) sick days per calendar year counted towards the calculation of overtime, provided the sick day(s) was used prior to the notification to report for the overtime. In addition, the employee 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. The Employer may require the employee to produce satisfactory medical documentation to substantiate the need for sick leave.

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 MassDOT 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, the Employer may grant at its discretion compensatory time in lieu of payment for overtime at a rate not less than one and one-half (1.5) 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-hour (0.5) increments. The Employer shall permit the use of compensatory time at the employee's request upon reasonable advance notice, provided the use of compensatory time does not unduly disrupt the operation of MassDOT. 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 shall be scheduled as close to the middle of the shift as possible considering the needs of MassDOT 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. Rest periods may not be used to either extend the meal break or reduce the length of the workday without prior approval of the Department Head.

Section 7.5 Time Keeping

Employees may be required to record their daily arrival and departure times as well as the start and end time of all breaks and meal periods in a form and manner**,** including by mechanical or electronic means as determined by the Employer which shall, to the extent reasonably practicable, be uniform. Employees shall not reduce the length of the workday by working through a meal break without the prior approval of the Department Head.

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 overtime rate. This Section shall not apply to an employee who is called 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 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 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. In situations where an employee fulfills his/her call back assignment through the use of an electronic communication device such as a telephone, or "networked" computer or mobile device, the employee shall receive a minimum of one (1) hour or assignments received before 11:00 PM and two (2) hours for such assignments received on or after 11:00 PM.

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 the 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 an employee to be immediately available for duty upon receipt of a message to report to work. If an 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 such period. An employee who fails to report for duty within one (1) hour of being contacted shall not be considered immediately available. The Employer shall make reasonable allowances for travel distance and conditions. For the 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 Head, 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 duty in a non-emergency situation. Should no volunteer be available and the Department Head determines that an emergency exits, 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 duty with a beeper, this practice shall continue.

Section 7.8 Shift Differential

A. Employees rendering service on a regular basis whose regular scheduled workday is on a second or third shift, as defined in Paragraph C, shall receive a shift differential of $2.00 per hour.

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 the

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 PM or after and ends not later than 2:00 AM and a third shift shall be one that commences at 9:00 PM or after and ends not later than 9:00 AM.

ARTICLE 8 LEAVE

Effective on or about November 1, 2015, MassDOT transitioned from monthly accruals for sick and vacation benefits to bi-weekly 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 bi-weekly leave accrual is implemented as provided in this Agreement.

Section 8.1 Sick Leave

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

Scheduled Hours	Sick Leave Accrued
75.0Hours bi-weekly	4.326975 Hours
80.0 Hours bi-weekly	4.61544 Hours

An employee on any leave without 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.

A. 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.

B. Sick leave shall be granted, at the discretion of the Employer, to an employee 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;

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.

C. 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 hours paid within the bi-weekly pay period.

D. 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 paragraph E.

E. 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.

F. An 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 Paragraph (F).

G. 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.

H. 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.

I. 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 departments, 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 the 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.

J. 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 on-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 Employee believes s/he is abusing sick leave and the 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 and address and phone 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.

K. Where the Employer, or the designated person in charge if the Employer is unavailable, has sufficient reason to believe that the 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 such removal of the 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 approved 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.

L. 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.

M. Employees whose service with MassDOT is terminated shall not be entitled to any compensation in lieu of any sick leave credits. Employees who retire shall be paid twenty percent (20%) of the value of their unused 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 at 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 such payment will not change the employee's pension benefit.

N. 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 credits at the following rate:

Scheduled Hours	Sick Leave Accrued
75.0 Hours bi-weekly	4.326975 Hours
80.0 Hours bi-weekly	4.615440 Hours

Scheduled Hours Per Week	Personal Leave Credits
37.5 hours per week	2.5 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 credits at the following rate:

Scheduled Hours Per Week	Personal Leave Credits
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:

Date of Hire or Promotion into Unit	Scheduled Hours per Week	Personal Leave Hours Credited
January 1 – March 31	37.5	22.5 Hours
	40.0	24.0 Hours
April 1 – June 30	37.5	15.0 Hours
	40.0	16.0 Hours
July 1 – September 30	37.5	7.5 Hours
	40.0	8.0 Hours
October 1 – December 31	37.5	0.0 Hours
	40.0	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 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 of personal leave in a given calendar year to persons hired after April 30, 2012 and five (5) days of 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 the 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 the legal guardian, parent or child of spouse, or person living in the 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 services 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 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 the 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 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 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 have been employed for at least nine (9) consecutive months preceding commencement of the leave, an unpaid leave of absence for up to twenty-six (26) weeks in conjunction with the birth, adoption or placement of a child as long as the leave concludes within twelve (12) months following the birth or placement. The ability to take leave ceases when a foster placement ceases unless the need for the additional leave is directly connected to the previous placement.

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 of the 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 his/her family leave, the employee shall use such leave credits for which s/he may be eligible under the sick leave, personal leave or vacation provisions of this Agreement, except that up to two (2) weeks of accrued leave each calendar year may be reserved and used after the FMLA leave has ended. 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, except that the employee may file an Article 16 grievance if they are entitled to pay in a higher classification.

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 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 MassDOT.

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 an employee's right to receive any other 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 full-time or part-time employees who have been employed at least nine (9) consecutive months immediately preceding the commencement of the leave, an unpaid leave of absence for up to twenty-six (26) weeks to care for a spouse, child or parent who has a serious health condition or for a serious health condition which prevents the employee from being able to perform the functions of his/her position. For this accompanying regulations, 29 C.F.R. Part 825, the Employer will request medical certification at the time the employee gives notice of the need for the leave or within five (5) business days thereafter, or in the case of the 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.

   New employees, who have completed six (6) full months of employment, may request the Employer to waive their remaining wait time for FMLA. Such request shall include submission of satisfactory medical evidence that demonstrates either (a) an existing catastrophic illness; or (b) a problematic pregnancy that prevents the employee from being able to perform the functions of her position. Any leave granted under this waiver will be charged against the employee's FMLA leave as described in this section. The remaining rights and obligations under Section 8 shall apply.

2. 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) days' 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 medical leave shall complete the Department's FMLA form and submit it to the Employer. If the Employer has reason to question 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 employee, at the Employer's expense. Where there is no agreement on the third medical provider within fifteen (15) days after the Employer sends a list of medical providers to the Union, either party may submit a request that the Department of Public Health or the Department of Mental Health, as the case may be, provide a list of five (5) medical specialists in the field of the condition underlying the need for the leave who are able to schedule an appointment within thirty (30) days of the request. Each party may strike two (2) names provided and rank the remaining three (3) in order of preference and return such list to the respective Department within ten (10) days of the receipt of the list. The closest matching specialist shall be requested to serve as a third medical provider. Pending receipt of the third medical opinion, the employee will be provisionally entitled to the leave, provided that if the employee fails to authorize his/her medical provider to release all medical information related to the conditions for which the leave is needed to the second or third medical provider or misses a scheduled appointment with the medical provider through no fault of his/her own, the Employer may deny the FMLA leave until the employee provides such authorization or attends a re-scheduled appointment. If the certification of the third medical provider does not ultimately establish the employee's entitlement to FMLA leave, the employee's provisional FMLA leave will terminate the effective date of the third medical opinion.

3. 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 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 scheduled 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 the 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 the 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 the 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 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.

4. 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 shall use such leave credits for which s/he may be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement, except that up to two (2) weeks of accrued leave per calendar year may be reserved and used after the FMLA has ended. The Employer may in its discretion assign an employee to temporarily backfill for an employee who is on family or medical leave and such assignment or hire shall not be subject to the grievance procedure, except that the employee may file an Article 16 if they are entitled to pay in a higher classification.

5. At the expiration of the medical leave, 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. If during the period of 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 MassDOT.

6. 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.

7. 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 incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave set forth under the FMLA and regulations thereunder.

8. The total amount of Family Leave and Medical Leave available to employees under this Section shall not exceed twenty-six (26) weeks. The total amount of accrued paid leave that may be reserved after the expiration of Family or Medical leave in any calendar year shall not exceed two (2) weeks in the aggregate.

9. Notwithstanding any provision of this Agreement to the contrary an employee shall be entitled to benefits as provided by the Massachusetts Parental Leave Act, M.G.L. c. 149, §105D, Massachusetts Family Medical Leave Act, M.G.L. c. 175M and other applicable laws which shall run concurrent with Family and Medical Leave provided in this Agreement. The terms of this Agreement shall control unless otherwise provided by law.

Section 8.8 Non-FMLA Family Leave

A. Upon written application to the Employer, including a statement of any reasons, any employee who has been employed at least nine (9) 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 a 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 shall 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 Catastrophic Illness/Injury Leave

Upon submission of satisfactory medical evidence that demonstrates an existing catastrophic illness or injury, the Employer shall grant the employee, up to an additional twenty-six (26) weeks of non-intermittent non-FMLA leave. A catastrophic illness or injury is a severe condition usually considered to be life threatening or with the threat of serious residual disability, that requires prolonged recovery or hospitalization and that incapacitates the employee from working. An employee shall not be granted leave under this Paragraph more than twice during their employment. The total aggregate amount of leave granted to any one (1) employee under this section shall not exceed twenty-six (26) weeks.

Section 8.10 Authorized Leave of Absence Without Pay

A. The Department 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 of longer than three (3) months shall be granted pursuant to this Section without 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 8.11 Educational 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. Based on the operational needs of MassDOT, employees enrolled in a degree program may be granted an unpaid leave of absence(s) up to (12) twelve months for course work required by the program. The decision to approve or deny any request for a leave of absence shall not be subject to the grievance procedure as outlined in Article 23, and shall not be arbitrable.

Section 8.12

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 8.13 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 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 transitioned from monthly accruals for sick and vacation benefits to bi-weekly 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 bi-weekly 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 past 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:

Total Years of Service	Scheduled Hours Bi-Weekly	Vacation Hours Credit Accrued Bi-Weekly
Less than 4.5 years	75.0	2.88465
	80.0	3.07696
4.5 years, but less than 9.5 years	75.0	4.326975
	80.0	4.61544

9.5 years, but less than 19.5 years	75.0	5.7693
	80.0	6.15392
Greater than 19.5 years	75.0	7.21155
	80.0	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 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 bi-weekly pay period shall have vacation credits prorated accordingly.

C. Employees hired on or after January 1, 2019 with at least four and one-half (4.5) years of prior relevant work experience at the time of hire, shall begin to accrue vacation credits at the rate of 4.326975 hours (75/biweekly) or 4.61544 hours (80/biweekly). Employees will remain at this accrual rate until they reach nine and one-half (9.5) years of creditable service with the Employer. Prior relevant work experience is work experience in the same or a related field or profession using the same or similar skills requiring same or similar level of responsibility as reasonably determined by the Employer.

The Employer will notify new employees in writing at the time of hire that they may request credit for prior relevant work experience. Employees shall have six (6) months from the date of notification to file a request for such credit. If approved, the accrual shall be effective the date the request is filed.

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 of 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 its 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 Department/Agency, 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 to the new calendar year beginning with the first full pay period in January for use during the following vacation year. Annual earned vacation leave credit not used by the last full pay period inclusive of December 31 of the second year it was earned will be forfeited.

All vacation time must be approved in advance by the employee's supervisor. Except in the case of emergency or other exigent circumstances, employees must submit the request at least forty-eight (48) hours before the use of the vacation day (s).

Each employee who does not have access to Self Service Time and Attendance shall receive annually, on or before October 1, as of September 1, a preliminary statement of the available vacation credits from the local office.

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 balance 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 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 the reinstatement occurs after the 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 MassDOT in the 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 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 under Section 9.8 of this Article will lose such vacation credits, the Employer shall convert 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 year. Payment for such credits shall be at the employee's hourly base salary rate at 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
- Presidents' Day
- 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 for one (1) day at his/her regular rate or one (1) 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 Department 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 Department Head, or if a compensatory day cannot be granted by the Department Head 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 Department Head or if a compensatory day cannot be granted by the Department Head 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 control of the employee. Denial of said waiver by the Employer may be appealed up to Step II of the grievance procedure if the Union feels that such denial was arbitrary and 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 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 received 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 MassDOT, subject to operational needs, may make up the difference in hours in the same workweek. The scheduling of these hours will be at a time requested by the employee and approved by MassDOT, 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 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 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 of forty (40) cents per mile. Mileage shall be determined by reading the odometer of the motor vehicle, but may be subject to review by the Employer who shall use a web-based service as a guide. Employees on authorized travel will be reimbursed for parking and tolls.

   Per the Memorandum of Understanding, dated February 28, 2019 between MassDOT and Unit E the mileage rate shall be forty five (45) cents per mile subject to change with 30 days notice from the Secretary of Administration and Finance.

B. Effective the first full pay period in July 2019, an employee who travels from his/her home to an assigned temporary work location shall be reimbursed for mileage only for the distance that is in excess of the distance between the employee's home and his/her regular work location using the most direct route to each location.

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 Department 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 form 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:

Meal	Maximum Allowance	Applicable Period
Breakfast	$3.50	3:01 PM to 9:00 AM
Lunch	$5.50	9:01 AM to 3:00 PM
Supper	$8.50	3:01 PM to 9:00 PM

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 AM, for lunch if such assignment commences after 12:00 PM, or for supper if such assignment commences after 10:00 PM.

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 AM, for lunch if such assignment ends after 12:00 PM, or for supper if such assignment ends after 10:00 PM.

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 signing 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 workday 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:

Meal	Maximum Allowance	Applicable Period
Breakfast	$2.75	3:01 AM to 9:00 AM
Lunch	$3.75	9:01 AM to 3:00 PM
Supper	$5.75	3:01 PM to 9:00 PM
Midnight Snack	$2.75	9:01 PM to 3:00 AM

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 timeframes absent exigent circumstances.

ARTICLE 12 SALARY RATES

Section 12.1

A. Effective the first full pay period in July, 2017 employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a 1% increase in salary rate.

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

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

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

B. Effective the first full pay period of July, 2018, employees who meet the eligibility criteria provided in Section 2 of this Article shall be paid in accordance with the July 8, 2018 Schedule of Bi-Weekly Salary rates shown in the attached appendices.

C. Effective the first full pay period of July, 2019, employees who meet the eligibility criteria provided in Section 2 of this Article shall be paid in accordance with the July 7, 2019 Schedule of Bi-Weekly Salary Rates shown in the attached appendices.

Section 12.2

Employees who receive a "Below" rating on their annual EPRS evaluation shall not be eligible to receive the salary increases provided in Section 12.1 of this Article, nor any step increases. Employees who receive a "Below" rating will have their performance reviewed in accordance with Article 24A of this Agreement and will become eligible for their salary and step rate increase previously denied effective upon the date of receiving a "Meets" or "Exceeds" rating.

Section 12.3

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 (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step-rate increases.

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 job group, multiply the employee's current salary 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.

C. For promotions effective after the first full pay period of April 1, 2019, if the application of the promotional factor results in a salary that is less than the amount the employee would receive had he/she been promoted to the next lower grade, the employee's salary upon promotion shall be increased to the next higher step in the grade the employee is being promoted into.

For promotions effective after the first full pay period after of April 1, 2019 an employee who is not at the terminal step in their grade and has been in their current step for at least nine (9) months at the time of a promotion shall be advanced one (1) step in in the new job grade after the promotional factor is applied. Employees shall have the option of one (1) of the above promotional provisions and not both.

Section 12.4

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 12.5

An employee from within and without Unit E lowered in job group shall be placed in a step 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 12.6

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.

C. 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 forth in Section 12.5 (B).

Section 12.7

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 MassDOT's payroll because of layoff/displacement shall receive rates of pay based on credit for their previous years of service for MassDOT:

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 the 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 12.8

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

Section 12.9 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 the provide SCUBA diving services.

Section 12.10 Overpayments

When the Employer determines that an employee has been overpaid, it shall notify the employee**,** and shall recover such overpayment from the employee over the same period of time in which the employee was overpaid, unless the Employer and the employee agree to another arrangement. A repayment schedule requested by the employee shall not be unreasonably denied. As a condition of any payment agreement an employee will be required to execute a wage withholding agreement that allows the Employer to withhold any unpaid sums from the employee's final paycheck or any amounts due the employee at the time of separation for unused, vacation, and/or compensatory time. Any claims alleging a violation of any state or federal law governing the payment of wages will not be the subject of arbitration.

Section 12.11

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 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 (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 $17.00 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: For the UMass system, "tuition remission" is defined as the "student tuition credit".

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 MassDOT. 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 or Employer 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 Division 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 re-post 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.

Section 14.2

The following factors in priority shall be used by the Employer or his/her designee in considering employees covered by this Agreement and other employees within the Division 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 Division, provided that employees who transferred from a Commonwealth agency or the Massachusetts Turnpike Authority as a result of Chapter 25 of the Acts of 2009 shall be credited with the seniority they had with the predecessor agency as of November 1, 2009.

(3) Work history

Section 14.3

A. All positions to be filled shall be posted throughout the Division for seven (7) workdays. Postings may be made by electronic means in any work unit(s) where employees have access to email. 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 of the Department simultaneously with applications from employees for a vacancy posted under these provisions. All positions to be filled shall be posted throughout the Division wherever employees covered by this Agreement are employed. Initial consideration may be limited to those applicants who meet the minimum entrance requirements for the position and any preferred qualifications. The Employer may establish a screening procedure to determine who among those who meet the minimum entrance qualifications will be interviewed for the position provided it shall be based on objective and job related factors.

B. An employee promoted in accordance with this Article whose performance is unsatisfactory may be returned to his/her previous job title within the Division where the position was held. 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 Union 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 in the Division where the position was held 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 Personnel Administrator or Employer considers necessary to be excluded from the provisions of this Article, it shall so notify the Union. The Union 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, the Union 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 hire within the Division, provided that employees who transferred from a Commonwealth agency or the Massachusetts Turnpike Authority as a result of Chapter 25 of the Acts of 2009 shall be credited with the seniority they had with the predecessor agency as of November 1, 2009.

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 returned 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.

D. Nothing in this Article shall be construed to impede the Employer's ability to grant any reassignment or voluntary transfer request not otherwise provided for in this Article, provided that it does not otherwise violate any other provision in this Collective Bargaining Agreement.

Section 14.5 Shift

A. When more than one (1) shift is required, employees in the same or equivalent classification who work at that particular work location or project may submit a written request to their Department Head to transfer to an open position at the same work location or project. Selection between employees seeking transfers to open positions on a different shift shall be made on the basis of seniority from among those employees capable of performing the work.

B. If there are no volunteers in the same or equivalent classification capable of performing the work, the Employer may in reverse order of seniority transfer an employee in the same or equivalent classification capable of performing the work. For purposes of this provision, equivalent classification shall mean any classification whose job description includes those duties of the open position provided the classification is at the same or lower grade as the open position.

ARTICLE 15 CONTRACTING OUT

Absent an emergency or other substantial unexpected occurrence requiring, demanding, or 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 MassDOT 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 MassDOT 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 MassDOT, 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

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) consecutive 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 Department Head. Written approval must be provided on the form which is attached as "Assignment of Work in Higher Classification Unit E". The approval of the Department Head 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 the Union

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 18.1A. 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 the Union 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 Division. Upon request, the Employer will meet with the Union 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 Division. However, nothing contained in this Article shall preclude the Employer from rejecting a volunteer based on the operational needs of the Division. During the reduction in force process, the Employer may also consider the termination of consultant contracts.

Section 18.1B. Actual Layoff

Seniority is based on service within the Division 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

An employee who has been notified that he/she will actually be laid off may file with the 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 Division 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 the Division.

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 Division.

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, or Division.

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 Division in the next lower title or titles occupied by a less senior 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 Employer of his/her intentions within the third working day of being notified by the Employer 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 Division, 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 vacant position in a MassDOT Division other than that Division from which he/she is to be laid off. Upon approval of the Employer, 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 (1) or more such employees are seeking the same position in another Division. This provision shall not be subject to the grievance arbitration provisions of this Agreement.

Section 18.3 Division 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 Employer 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 Division, 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 Division 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.

Notices required to be sent by the Employer will be effective five (5) days after mailed to the last mailing address provided by the employee.

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 II an if unresolved, expedited arbitration will commence inside of thirty (30) days.

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, MassDOT and the Union will meet 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 19B USE OF GPS TECHNOLOGY

Beginning January 1, 2019, the Employer may install and/or use Global Positioning System devices or other similar technology in MassDOT vehicles and use the data obtained by such devices for any business purpose, including but not limited to the deployment of personnel, the safety of the public and employees, and to gather statistical data regarding the efficiency of MassDOT vehicles. The Employer shall not use any such system to conduct live surveillance of employees on either a random or scheduled basis. However, where the Employer has received a credible complaint, or possesses other independent reliable information, the Employer may use stored data to investigate allegations of misconduct or policy violations. In any disciplinary proceeding where the Employer relies on the GPS data to establish employee misconduct or a policy violation, it shall provide a copy of the data to the Union as may be required by G.L. c. 150E. All vehicles with installed and

active GPS or similar technology will be identified by a conspicuously placed sticker or other indicator. The Union acknowledges that such devices have already been installed in some MassDOT vehicles.

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 co[BAL(6]ntact 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 Unit E 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 employee who has been employed by the Employer for six (6) consecutive months or more shall be discharged, suspended, or demoted for disciplinary reasons or given a written warning or reprimand without just cause. The Employer may extend the probationary period for an additional three (3) months by providing a ten (10) day notice to the employee in advance of the expiration of the original probationary period. The Employer shall promptly notify the employee's collective bargaining representative of the decision to extend the probationary period, provided the failure of any notice shall not invalidate the extension.

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 II 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 I An employee and/or the Union shall submit a grievance in writing to the person designated by MassDOT 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 or if a Step I meeting is held, within fourteen (14) calendar days following the conclusion of the meeting.

Step II 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 I decision or if no Step I decision is issued within twenty-one (21) days following the date of the appeal. The Employer or his/her designee shall meet with the employee and/or the Union to 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. If the Union does not request a Step II meeting within ten (10) days of filing an appeal, the Employer may issue a decision.

Step III Grievances unresolved at Step II 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 II 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) calendar 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 III 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 I or II 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 III. 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 I and/or Step II.

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 the Union 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 III 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 II 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 I 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. Any 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 EPRS Standards

The Employee Performance Review System (EPRS) shall permit variations in format between various departments. There shall be no variation in format within the same department for the same job titles. Any format must meet the following criteria:

A. All employee evaluations shall be in writing and shall be included in the employee's official personnel file. The Union shall be notified should the employee lack English proficiency to understand the evaluation and its process. All EPRS evaluations shall be based on "Meets" expectations "Exceeds" expectations, or "Below" expectations standard.

B. 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 reasons).

C. A Final Formal EPRS evaluation shall be completed once per year for each employee. Probationary employees shall be evaluated by the mid-point of their probationary period. However, the standard EPRS program shall commence no later than the first July 1st of their employment.

D. The performance dimensions shall be job-related, objective and measurable to the extent practicable.

Section 24A.2 EPRS Procedures

A. Prior to each annual evaluation period, the employee's 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.

B. At least once during the evaluation period, at or near its mid-point, the 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. If the mid-term review results in a rating of "Below" the employee shall be placed on a remedial development plan. At least once not later than ninety (90) days before the end of the evaluation period, the supervisor and employee shall meet to review the employee's progress. The supervisor will identify the employee's specific performance deficiencies and what the employee must do to attain a "Meets" rating.

C. At or near the end of the evaluation period, the supervisor shall meet with the employee to inform the employee of the results of the evaluation. Following the employee's review, the form shall be submitted to a management employee designated by the Employer for final determination of ratings. The employee shall have two (2) work days to review the evaluation prior to signing and shall be given a copy of the completed form. The employee shall sign the evaluation and indicate whether he/she agrees or disagrees with the content thereof.

Section 24A.3 Redetermination and Appeal Rights

A. Any employee who has received a final rating of "Below" will have his/her evaluation reviewed by the Employer or his/her designee, who shall review all the circumstances of the rating. The Employer or his/her designee may re-determine the rating after reviewing the circumstances of the initial evaluation. If the Employer or his/her designee re-determines the rating the employee will receive the increases provided under Article 12 retroactively.

B. If the Employer does not re-determine the rating, the Union may file within fourteen (14) days a request for a review of the final rating by an arbitrator appointed by the Division of Labor Relations. The standard of review shall be solely limited to whether or not the final performance rating of "Below" was justified. The decision of the arbitrator shall be final and binding and any employee having a "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. The arbitration shall be conducted on an expedited basis as agreed by the parties.

C. Only employees receiving an annual rating of "Below" shall have the right to appeal the rating. Any employee who elects to appeal their ERRS rating pursuant to G.L. c. 31 shall not be entitled to file an appeal under this Agreement.

D. All performance merit ratings shall be based upon the EPRS system as found in this Article and all payment of salary and/or step increases shall be based upon current language found in Article 12 related to pay for performance based on the employee's most recent final annual evaluation. Notwithstanding the foregoing, the Employer may implement a program of bonuses for employees who receive a final rating of "Exceeds".

Section 24A.4 Attainment of Meets or Exceeds

A. Any employee who receives a "Below" evaluation who then receives a "Meets" or "Exceeds" rating at the mid-point of the following annual evaluation period will be eligible for the denied step and/or denied salary increases effective the date of the mid-point evaluation. An employee's anniversary date for step purposes shall not be retarded upon receiving "Meets" or "Exceeds".

B. Any employee who is adversely impacted by an untimely evaluation shall be made whole upon completion of the performance evaluation and upon the final a final rating of "Meets" or "Exceeds".

C. When work related circumstances occur over which the employee or MassDOT has no control, the employee shall not be prevented from attaining an overall rating of "Meets".

Section 24A.5 – Labor Management Committees on EPRS

A. There shall be established a Labor/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 Performance Evaluation System.

B. There shall be established a Labor/Management Committee to review and make recommendations to the Director of Human Resources to revise the Performance Evaluation Guidelines/Form. Said Committee shall consist of three (3) representatives selected by the Union and three (3) representatives selected by the Employer. The Committee shall convene and shall continue to meet upon request by either party.

Section 24A.6

Nothing in this Article is intended to restrict the Employer's ability to discipline, demote or discharge any employee, for performance related issues during the EPRS cycle consistent with Article 23.1.

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 the Union. 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 WAGE REOPENER

In the event that during the term of this Agreement a Collective Bargaining Agreement is submitted by either the Governor, or the Secretary for Administration & Finance and said Agreement is funded by the Legislature and in the event such Agreement contains provisions for across-the-board salary increases or other economic terms that in the aggregate are in excess of those contained in this Agreement, the parties agree to re-open those provisions of this Agreement to further bargaining.

ARTICLE 30 DURATION

This Agreement shall be for the three (3) year period from July 1, 2017 through June 30, 2020 and the terms contained herein shall be effective upon execution unless otherwise specified. Should a successor agreement not be executed by June 30, 2020 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, 2020.

ARTICLE 31 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.

MODIFICATIONS TO MASTER LABOR INTEGRATION AGREEMENT

The parties agree to modify the provisions of the Master Labor Integration Agreement applicable to Bargaining Unit E as follows:

UNION SECURITY

The representation of all employees hired after October 31, 2009 will be determined by the constituent unions. Upon receipt of an authorization card from the employee~~,~~ MassDOT will deduct the Union dues or voluntary Agency fee and transmit such to the appropriate Union. MassDOT shall have no obligation to withhold, escrow, or transmit Union dues or voluntary agency service fees for any employee hired after October 31, 2009 until receipt of such written notice and authorization card. The Union and the constituent 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 or voluntary Agency service fees. New hires shall be placed in the applicable state Health and Welfare Trust Fund, regardless of union affiliation.

RELOCATION

As a general rule, MassDOT will not involuntarily relocate any of its employees to another work location that is more than thirty (30) 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 (30) 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. For purposes of this provision District 4 and District 5 shall be considered adjacent, except that no employee transferred between these districts shall be relocated more than forty-five (45) miles from their current work location. 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.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
AND
COALITION OF MASSDOT UNIONS
FOR BARGAINING UNIT E

Current employees with less than four and one-half (4.5) years of creditable service as of the date of this MOU may, upon the approval of the Employer, begin accruing vacation credits at the rate of 9.375 hours (37.5/week) or 10.000 hours (40/week).

To be eligible, employees must have had at least four and one-half (4.5) years of relevant work history prior to commencement of employment with MassDOT. Prior relevant work history is work experience in the same or a related field or profession using the same or similar skills and requiring the same or similar level of responsibility as reasonably determined by the Employer.

Employees must apply within six (6) months of the implementation of the parties' Collective Bargaining Agreement, on a form to be supplied by the Employer. If approved, the commencement of the enhanced vacation accrual will be effective the first full pay period of January 2019. If the employees' vacation accrual is changed, the employees will remain at this rate until they reach nine and one-half (9.5) years of creditable service with the Employer.

Grievances of the Employer's denial of accelerated vacation accrual may be processed in an expedited Alternative Dispute Resolution (ADR) hearing upon request by the Union.