

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION  
AND THE  
COALITION OF MASSDOT UNIONS  
FOR A  
SUCCESSOR AGREEMENT COVERING EMPLOYEES IN  
BARGAINING UNIT E**

**July 1, 2017 through June 30, 2020**

This Memorandum of Understanding is entered between the Massachusetts Department of Transportation (“MassDOT or Employer”) and the Coalition of MassDOT Unions as the collective bargaining representative for employees in Bargaining Unit E. (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. It is understood that the agreement reflected in this document is the result of mutual compromise. The withdrawal by either party of any proposal advanced during negotiations shall not be admitted in any proceeding to prejudice the position of the party who withdrew the proposal. The parties agree to use their best efforts to agree on a single integrated collective bargaining agreement that incorporates the modifications to the July 1, 2009 – June 30, 2012 collective bargaining between the Commonwealth and the Union as set forth in the Memorandum of Understanding for Successor Collective Bargaining Agreement for the period of July 1, 2012 to June 30, 2015 and the Memorandum of Understanding for Successor Collective Bargaining Agreement for the period of July 1, 2014 to June 30, 2017.

**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 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, ~~t~~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 a 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; ~~and~~
- C. No changes to this section.
- D. No changes to this section.
- E. An intermittent employee is defined as an employee who is neither a full-time nor a regular part-time employee whose position has been designated as an intermittent position by ~~his/her appointing authority~~ the **Employer** in accordance with existing written procedures of the Personnel Administrator or those procedures as hereafter amended.

## **ARTICLE 3 DUES CHECKOFF**

**Section 3.1** No changes to this section.

### **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** No changes to this section.

## **ARTICLE 4 AGENCY FEE**

### **Section 4.1**

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

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

~~MOSES~~ **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-MOSES~~ **the Union** agrees to submit the issue to an arbitrator chosen through the American Arbitration Association's mutual selection process.

**Section 4.2**

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

**Section 4.3**

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

**Section 4.4**

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

**Section 4.5-4.2**

Neither the Employer Commonwealth nor the Union MOSES 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 9 E Collective Bargaining Agreement. Accordingly, MOSES 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** Change "Moses" to "Union" throughout the section.

**Section 5.2** Change "Moses" to "Union" throughout the section.

**Section 5.3** Change "Moses" to "Union" throughout the section.

**Section 5.4** Change “Moses” to “Union” throughout the section.

**Section 5.5** Change “Moses” to “Union” throughout the section.

**Section 5.6** Change “Moses” to “Union” throughout the section.

**Section 5.7** Change “Moses” to “Union” throughout the section.

**Section 5.8 Employer Provision of Information**

**A.** 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.

**B.** 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.

**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** No changes to this section.

**Section 6.2** Change “Moses” to “Union”

**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** No changes to this section.

**Section 6.5**

A grievance alleging a violation of Section 6.4 of this article shall be filed initially at Step 2 of the grievance procedure. Such action must be brought within 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** No changes to this section.

**Section 6.7** No changes to this section.

**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 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. No changes to this section.

C. No change to this section.

D. To the extent practicable, the normal workweek shall consist of no more than five (5) consecutive days, ~~Monday through Friday~~, 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 Schedule Pilot Program attached as Appendix B shall become permanent. Denials of Alternative work Schedule may be grieved to Step II of the grievance procedure.

**Section 7.2 Overtime**

~~A. Overtime shall be voluntary except in an emergency. There shall be no discrimination or discipline taken against an employee who declines to work overtime in a non-emergency situation. 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 department head or designee reasonably determines is qualified to perform the work. All overtime must be approved in advance by the employee's department 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. No changes to this section.

C. No changes to this section.

D. No changes to this section.

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. No changes to this section.

G. No changes to this section.

H. Change "MOSES" to "Union" where it appears throughout this section.

I. No changes to this section.

**J.** Upon the request of an employee, ~~the Employer appointing authority~~ may grant at its discretion compensatory time in lieu of payment for overtime at a rate not less than one and one-half hours for each hour of employment for which overtime compensation would be required under this Article. Such compensatory time shall not be accumulated in excess of one hundred and twenty (120) hours and may be used in one half-hour (0.5) increments. ~~The Employer appointing authority~~ 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 a department or agency. Upon termination an employee shall be paid for all unused compensatory time at the final regular rate of pay.

**Section 7.3** No changes to this section.

**Section 7.4 Rest Periods**

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

**Rest periods may not be used to either extend the meal break or reduce the length of the work day 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 work day by working through a meal break without the prior approval of the Department head.**

**Section 7.6 Call Back Pay**

**A.** No changes to this section.

**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 hour (1) for assignments received before 11:00 p.m. and two (2) hours for such assignments received on or after 11:00 p.m.

**C.** No changes to this section.

**Section 7.6 Standby Pay** This section is renumbered as Section 7.7.

**Section 7.7 Shift Differential** This section is renumbered to 7.8

**ARTICLE 8  
LEAVE**

**Section 8.1** No changes to this section.

**Section 8.2** No changes to this section.

**Section 8.3** No changes to this section.

**Section 8.4** No changes to this section.

**Section 8.6** No changes to this section.

**Section 8.7 FAMILY AND MEDICAL LEAVE**

**A. FAMILY LEAVE**

1. The Employer shall grant to a full time or part time employee who ~~has completed his/her probationary period, or if there is no such probationary period~~ **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. Change "Appointing Authority" to "Employer" where it appears in this section.

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 ~~may~~ **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 Appointing Authority~~ **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. No changes to this section.

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. Change "Commonwealth" to "Employer" where it appears in this paragraph.
7. No changes to this section.

**B. MEDICAL LEAVE**

1. The Employer shall grant to full-time or part-time any employees who ~~has completed his/her probationary period, or if there is no probationary period,~~ 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 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 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. Upon the submission of satisfactory medical evidence that demonstrates an existing catastrophic illness, the Appointing Authority shall grant the employee, on a one time basis, up to an additional twenty six (26) weeks of non-intermittent FMLA leave.~~

~~2.3.~~ At least thirty (30) days in advance, the employee shall submit a written notice of his/her intent to take such leave and the dates and expected duration of such leave. If thirty (30) day notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide, upon request by the Employer, satisfactory medical evidence. An employee requesting 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 names provided and rank the remaining three 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.

4.3. No change to this section.

5.4. 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 may 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 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.

6.5. No change to this section.

7.6. No change to this section.

8.7. No change to this section.

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

D. 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 completed his/her probationary period, or if there is no probationary period~~

~~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 back fill for an employee who is on non-FMLA family leave. Such assignment may not be subject to the grievance procedure. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for care of grandparent, grandchild, sister or brother living in the same household, or child whether or not the child (or children) is natural, adoptive, foster, stepchild, or child under the legal guardianship of the employee.

B. No changes to this section.

C. If an employee has accrued sick leave, personal leave, compensatory leave, or vacation leave credits at the commencement of her/his non-FMLA family leave, that employee may **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. No changes to this section.

#### **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 ~~on a one-time basis~~, 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 employee under this section shall not exceed 26 weeks.**

**Renumber the remaining sections of Article 8.**

**Section 8.10** No changes to this section.

#### **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 the department, 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** No changes to this section.

**Section 8.13 Domestic Violence Leave – No changes to this section.**

**ARTICLE 9  
VACATIONS**

**Section 9.1** No changes to this section.

**Section 9.2**

A. No changes to this section.

B. No changes to this section.

C. **Employees hired on or after January 1, 2019 with at least 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 4.61538 hours (80/biweekly). Employees will remain at this accrual rate until they reach 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 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** No changes to this section.

**Section 9.4** No changes to this section.

**Section 9.5** No changes to this section.

**Section 9.6** No changes to this section.

**Section 9.7** No changes to this section.

**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 48 hours before the use of the vacation day (s).**

~~The department head is charged with the responsibility of seeing that vacation is taken in order that the employee does not lose vacation credits.~~ Each employee **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. ~~A central 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 **MOSES union** representatives at each work location shall work out procedures for implementing this policy of granting time off.

**Section 9.9** No changes to this section.

**Section 9.10** No changes to this section.

**Section 9.11** No changes to this section.

**Section 9.12** No changes to this section.

**Section 9.13** No changes to this section.

**Section 9.14** No changes to this section.

**Section 9.15** Change "Appointing Authority" to "Employer"

**Section 9.16** No changes to this section.

## **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 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.

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

#### **Section 11.2**

- A. No changes to this section.
- B. No changes to this section.
- C. No changes to this section.
- D. No changes to this section.
- E. No changes to this section.

**Section 11.3** No changes to this section.

**Section 11.4** No changes to this section.

## **ARTICLE 12 SALARY RATES**

**Section 12.1** Strike in its entirety and replace with the following:

A. Effective the first full pay period in July 2017 employees who meet the eligibility criteria provided in Section 2 of this Article shall be paid in accordance with the July 9, 2017 Schedule of Bi-Weekly Salary rates shown in Appendix S-1.

**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 Appendix S-2.**

**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 Appendix S-3.**

**Section 12.32**

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 Supplemental III~~ 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 12.43**

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

**Section 12.4**

- A. No changes to this section.**
- B. No changes to this section.**
- 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 of the above promotional provisions and not both.**

**Section 12.5** No changes to this section.

**Section 12.6** Change “Unit 9” to “Unit E”

**Section 12.7**

A. Change “Unit 9” to “Unit E”

B. Change “Unit 9” to “Unit E”

**Section 12.8** Change “Commonwealth” to “MassDOT”.

**Section 12.9** Change “Personnel Administrator” to “Director of Human Resources”.

**Section 12.10** No changes to this section.

**Section 12.11 Overpayments**

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

**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. No changes to this section.

B. No changes to this section.

C. No changes to this section.

D. No changes to this section.

E. No changes to this section.

**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 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 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 reconsidering candidates from the original pool of applicants, except if the Employer re-selects the original successful candidate following an order to repost the position and the arbitrator finds a new violation of Article 14. If a redetermination of the selection process is ordered, it shall be limited to the original pool of applicants.

**B.** In the event that a civil service examination for a position has been administered, but scores have not been announced, the **Employer** shall initially restrict eligibility for application for promotion to such position to those employees who have taken the examination. In the event that civil service has published an eligible list of those who passed a civil service examination for a position, but has not certified said list, the **Employer** shall initially restrict eligibility for application for promotion to such position to those who passed said examination.

~~**C.** The parties to this Agreement acknowledge that they have litigated the issue of conflict between this Article and Chapter 31 of the General Laws. Notwithstanding said litigation, the parties have ongoing concerns relative to the interplay of this Article and the requirements of Chapter 31 of the General Laws especially with regard to provisional appointments and promotions. Accordingly, the parties agree to form a committee consisting of two representatives of MOSES and two representatives of the Human Resources Division, to meet and discuss the relationship of Article 14 to Massachusetts General Laws Chapter 31 as it affects provisional appointments and promotions.~~

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

## Section 14.2

The following factors in priority shall be used by the **Employer** or his designee in considering employees covered by this Agreement and other employees within the **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 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 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 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 weeks prior to the mid-point of the above designated probationary period, then his/her supervisor shall meet with the employee and a **MOSES 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 ~~under the jurisdiction of the appointing authority in the Division where the position was held~~ and such request will be granted.

E. No changes to this section.

F. No changes to this section.

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 ~~appointing authority~~ **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~~ which the Employer considers necessary to be excluded from the provisions of this Article, it shall so notify ~~MOSES the Union~~. ~~MOSES 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, ~~MOSES 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 NonSelection 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 **that does not involve a substantial change in job duties**. 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 such a position becomes available to be filled **those** 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. No changes to this Section.

C. At the time selection is made for the reassignment of an employee(s) under Section 14.4 of these provisions, ~~MOSES~~ 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 Assignments

A, When more than one 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 ~~appointing authority or designee~~ to transfer to an open position at the same work location or project. Selection between employees seeking ~~reassignments~~ 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. ~~When there are no requests for shift reassignment on file, an available position shall be filled by the least senior employee capable of performing the work. 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.

Section 14.6 ~~Temporary Transfers~~

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

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

**ARTICLE 16  
OUT OF TITLE WORK**

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

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



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

**Section 16.1 Work in a Lower Classification - No changes to this section.**

**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 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 written form which is attached as Appendix C.** The approval of the department head or his/her designee shall take effect as of the first day of assignment. In the event authorization is granted or payment is awarded for out-of-title work, no payment shall be made for any period prior to fifty-one 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.

**ARTICLE 18  
LAYOFF  
RECALL PROCEDURE**

**Section 18.1**

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

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

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

**B. Actual Layoff** Seniority- is based on service within the ~~department/agency~~ **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 ~~MOSES~~ **the Union**. Where notices are sent by first class mail, the time shall begin to run on the date of the mailing of the notice.

## **Section 18.2**

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

**A. Lateral Transfer and Bumping Procedure** Any- employee who has been notified that he/she will actually be laid off may file with ~~his/her appointing authority~~ **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 ~~jurisdiction of his/her appointing authority~~ **Division** for which the employee is determined qualified to perform the duties, provided there is an employee junior to him/her in departmental years of service.

2. The first employee displaced by the lateral transfer of the more senior employee may exercise his/her seniority rights by transferring laterally to a position in the same title for which the employee is determined qualified to perform the duties of the position, occupied by an employee junior to him/her in departmental years of service within ~~his/her appointing authority~~ **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 ~~appointing authority~~ **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 ~~appointing authority or statewide~~ **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 9-E position within the ~~jurisdiction of his/her appointing authority~~ **Division** in the next lower title or titles

occupied by a less senior employee 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 transactions per title with a transaction being defined as the displacement of an employee by an employee senior in departmental years of service.

7. An employee being displaced from his/her position by a lateral transfer of a more senior employee in the same title shall notify the ~~department/agency~~ Employer of his/her intentions within the third working day of being notified by the ~~department/agency~~ Employer of the displacement.

**B. Other Transfers**

1. **Within the Department/Agency Division** The employee who is to be laid off shall also have the opportunity to transfer laterally to a fillable, vacant, Bargaining Unit 9-E position, in any other title within the ~~jurisdiction of his/her appointing authority~~ Division, for which he/she is qualified.

2. **Between Agencies Divisions** - The employee who is to be laid off may file a request for transfer to any ~~agency in state service~~ vacant position in a MassDOT Division other than that Division from which he/she is to be laid off. Upon approval of ~~that agency~~ the Employer, such employee may be appointed to any vacancy in Bargaining Unit 9 E, in the same grade and title or any similar title for which he/she might meet the necessary qualifications in the same or lower salary range as the position from which he/she was laid off. Seniority shall be the determining factor in the event one or more such employees are seeking the same position in another ~~state agency~~ Division. This provision shall not be subject to the grievance arbitration provisions of this Agreement.

~~3. notwithstanding the above paragraphs, employees may exercise their bumping and transfer rights under these provisions provided there is a Bargaining Unit 9 position available under the jurisdiction of the appointing authority.~~

**Section 18.3 Department/Agency 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 ~~department/agency~~ 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 ~~department/agency~~ **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 appointing authority, to a similar position in such department/agency without loss of seniority, retirement or other rights.

D. The ~~department/agency~~ **Employer** 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 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.

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 ~~appointing authority~~ **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 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 and if unresolved, expedited arbitration will commence inside of thirty (30) days.

#### **Section 18.6 ~~State Wide Recall List~~**

~~A Joint MOSES/Management Committee will be established to discuss the implementation of Statewide Recall by January 1, 1998. This Committee shall consist of four (4) members selected by MOSES and four (4) members selected by HRD.~~

**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 department 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 department 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 department vehicles.**

**ARTICLE 23  
ARBITRATION OF DISCIPLINARY ACTION**

**Section 23.1**

**No employee who has been employed by the Employer for six 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 that the failure of any notice shall not invalidate the extension.**

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

**Section 23.2 No changes to this section.**

**Section 23.3 No changes to this section.**

**Section 23.4 No changes to this section.**

**ARTICLE 23A  
GRIEVANCE PROCEDURE**

**Section 23A.1**           No changes to this section.

**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 the agency head for such purpose not later than twenty one- (21) calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. The person so designated by the agency head shall reply in writing by the end of seven (7) calendar days following the date of submission 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 I, 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 the grievance and shall issue a written **decision** 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 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 months from such request. If a hearing is not held within the twelve 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 day (30) days as provided above shall be considered waived.

**Section 23A.3**           No changes to this section.

**Section 23A.4**           No changes to this section.

**Section 23A.5**           No changes to this section.

**Section 23A.6**           No changes to this section.

**Section 23A.7**           No changes to this section.

**Section 23A.8** No changes to this section.

**Section 23A.9** No changes to this section.

**Section 23A.10**

A ~~MOSES~~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 ~~MOSES~~ the Union electronically, either by facsimile or by email as a scanned attachment.

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

A. A Joint Labor-Management Committee, consisting of four (4) people designated by ~~MOSES~~ 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. No changes to this section.

C. At, or following the Step ~~III~~ 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 1 grievance and review committee.

D. Through this provision MassDOT shall fund one (1) day of ADR per month.

**ARTICLE 24A  
PERFORMANCE EVALUATION**

Strike Article 24A in its entirety and replace with the following language:

**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 24.A.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 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 department 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 24.A.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** No changes to this section.

**Section 25.2** Change "MOSES" to "Union"

**Section 25.3** Change "MOSES" to "Union throughout this section.

**Section 25.4**

Any prior agreement covering employees in Bargaining Unit 9E, shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

**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 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 after January 1, 2020.

## **SUPPLEMENTAL AGREEMENT III**

**Deleted in its entirety.**

### **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**

Strike the current language and replace with the following:

**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**

Modify the current language as follows:

**As a general rule, MassDOT will not involuntarily relocate any of its employees to another work location that is more than thirty-miles from his/her current work location. For purposes of this provision, work location shall mean the location at which the employee customarily reports to work. Should management decide that operational needs require the involuntary relocation of an employee more than thirty miles from his/her current work location MassDOT will do so from among the pool of qualified employees within the classification needed to relocate in the reverse order of seniority, provided that any employee so relocated shall not be relocated beyond an adjacent district, and further provided that any such employee so relocated will be returned to his**

former work location as soon as operational needs permit. 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 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.

Strike the following language in its entirety:

### **SHIFT-BIDDING**

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

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

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

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

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

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

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

**Current employees with less than 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 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.**

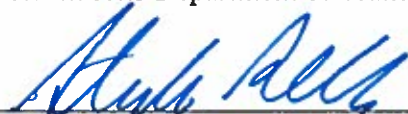
**Employees must apply within 6 months of the implementation of the parties' Collective Bargaining Agreement, on a form to be supplied by the Employer. If approved, the commencement of the enhanced vacation accrual will be effective the first full pay period of January 2019. If the employees' vacation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

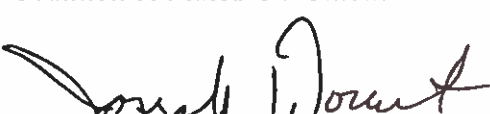
**Grievances of the Employer's denial of accelerated vacation accrual may be processed in an expedited Alternative Dispute Resolution (ADR) hearing upon request by the Union.**

This document sets forth the terms of a tentative agreement reached between the representatives from the Massachusetts Department of Transportation and the Coalition of Massachusetts Unions for Bargaining Unit E for a successor collective bargaining agreement for the term covering July 1, 2017 to June 30, 2020. The final agreement is subject to approval by the Massachusetts Department of Transportation Board of Directors and ratification by the Union.

Massachusetts Department of Transportation

Coalition of MassDOT Unions

  
Stephanie Pollack, Secretary and CEO

  
Joseph Dorant, Chair  
President MOSES

Date:

  
Maria C. Rota, Acting Director OLREL

Date: 3-7-2019

Date:

3-7-19

Date:

Karen Bartholomew, Vice-Chair  
President USW Local 5696

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

EMPLOYEE RELEVANT SERVICE REQUEST FORM  
FOR VACATION ACCRUAL STATUS ADJUSTMENT

(To be returned to the agency Human Resources/Payroll office after completion by employee)

*I understand that current employees accruing two weeks of vacation may apply to receive a three week accrual, effective January 1, 2019, if they meet the threshold of four and one half (4 ½) years of relevant work experience at the time of hire. I wish to be considered for accelerated vacation accrual status, and I hereby certify that I had at least four and one half years of the following relevant work experience at my time of hire. I am including either a current resume, or the resume I submitted at the time of hire, and submit the following information.*

Name: \_\_\_\_\_ Current department: \_\_\_\_\_

Current job title: \_\_\_\_\_

Work email address: \_\_\_\_\_

Area code/telephone number: \_\_\_\_\_ Employee ID number: \_\_\_\_\_

Please provide a detailed description of relevant job and/or professional experience, amounting to at least four and one half (4 ½) years at time of agency hire (attach extra pages if necessary):

Name of employer: \_\_\_\_\_

Dates of employment: \_\_\_\_\_

Description of relevant job duties: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name of employer: \_\_\_\_\_

Dates of employment: \_\_\_\_\_

Description of relevant job duties: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name of employer: \_\_\_\_\_

Dates of employment: \_\_\_\_\_

Description of relevant job duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

***SUBMISSION MUST BE RECEIVED NO LATER THAN \_\_\_\_\_***  
***[6 months from date of the implementation of this agreement]***

---

Approval:

\_\_\_\_\_  
Agency head or designee

\_\_\_\_\_  
Date

Resume included: \_\_\_\_ (Y/N)



Addendum A  
List of Bargaining Unit E Job Titles

Chemist I  
Chemist II  
Civil Engineer I  
Civil Engineer II  
Civil Engineer III  
Civil Engineer IV  
Civil Engineer V  
Civil Engineer VI  
Construction Coordinator I  
Electrical Engineer I  
Electrical Engineer II  
Electrical Engineer III  
Electrical Engineer IV  
Electrical Engineer V  
Electrical Engineer VI  
Engineering Aide I  
Engineering Aide II  
Environmental Analyst I  
Environmental Analyst II  
Environmental Analyst III  
Environmental Analyst IV  
Environmental Analyst V  
Environmental Analyst VI  
Environmental Engineer I  
Environmental Engineer II  
Environmental Engineer III  
Environmental Engineer IV  
Environmental Engineer V  
Environmental Engineer VI  
Federal Aid Coordinator I  
Federal Aid Coordinator II  
Federal Aid Coordinator III  
Federal Aid Coordinator IV  
Federal Aid Coordinator V  
General Construction Inspector I  
General Construction Inspector II  
Highway Traffic Inspector I  
Highway Traffic Inspector II

Highway Traffic Inspector III  
Highway Traffic Inspector IV  
Laboratory Supervisor I  
Laboratory Supervisor II  
Laboratory Supervisor III  
Landscape Architect I  
Landscape Architect II  
MassDOT Bridge Inspector I  
MassDOT Bridge Inspector II  
MassDOT Bridge Inspector III  
MassDOT Bridge Inspector IV  
MassDOT Construction Coordinator I  
MassDOT Construction Coordinator II  
MassDOT Construction Coordinator III  
MassDOT District Construction Engineer  
MassDOT District Maintenance Engineer  
MassDOT District 6 Facilities Engineer  
MassDOT HOC Supervisor I  
MassDOT HOC Supervisor II  
MassDOT Industrial Safety/Health Inspector I  
MassDOT Industrial Safety/Health Inspector II  
MassDOT Industrial Safety/Health Inspector III  
MassDOT Industrial Safety/Health Inspector IV  
MassDOT Mechanical Engineer HWY-Structures I  
MassDOT Mechanical Engineer HWY-Structures II  
MassDOT Mechanical Engineer HWY-Structures III  
MassDOT Mechanical Engineer HWY-Structures IV  
MassDOT Mechanical Engineer HWY-Structures V  
MassDOT Mechanical Engineer HWY-Structures VI  
Mechanical Engineer IV  
MassDOT MHS Inspector I  
MassDOT MHS Inspector II  
MassDOT MHS Inspector III  
MassDOT MHS Inspector IV  
Transportation Program Planner I  
Transportation Program Planner II  
Transportation Program Planner III  
Transportation Program Planner IV  
Transportation Program Planner V

EPK  
TSP  
JPD  
BK  
JS

**POLICY DIRECTIVE**

*Jeffrey B. Mullan*  
Jeffrey B. Mullan, Secretary and CEO

All Unaffiliated  
Employees  
Applicability

**ALTERNATIVE WORK OPTIONS**

**1. OVERVIEW**

MassDOT recognizes the importance of alternative or flexible work options for both the employee and the employer. Alternative work options provide employees with greater flexibility in their work schedules so that they are able to maintain productivity at work and better manage personal demands including child or elder care, academic pursuits, or transitioning into retirement. Alternative work options also benefit MassDOT because they provide access to a diverse talent pool of experienced employees who might otherwise be unavailable for traditional work schedules. Employees working non-traditional hours also provide opportunities for expanded customer service coverage for both the public we serve and our own workforce. Flexible work arrangements can also reduce employee absenteeism, contribute to increased workplace morale and employee loyalty, lower turnover costs, and increase employee productivity.<sup>1</sup>

**2. PURPOSE**

The purpose of this policy is to provide guidance to employees, managers and supervisors about the alternative work options available for consideration at MassDOT. It is important to note that, depending on the type of work being performed, certain positions within MassDOT are not amenable to flexible schedules. While it is every employee's right to request an alternative work schedule, all requests are subject to the approval of the Secretary/CEO or his/her designee consistent with the principles outlined herein. The operational needs of MassDOT and the traveling public we serve remain the highest priority.

Unless otherwise stated, nothing in this policy shall be deemed to enhance or diminish any employee or employer contractual rights as they relate to the staffing or assignment of personnel.

**3. DEFINITIONS**

**Compressed Workweek:** A form of flextime enabling employees to work four or four-and-one-half day workweeks.

**Flextime:** A work scheduling strategy that permits employees to establish variable arrival and departure times within guidelines established by MassDOT; the hours worked each day may vary, but a total of 37½ (or 40 hours for some positions) must be worked each week.

**Intermittent Employees:** Employees who work less than half-time, either by working fewer than 18½ hours per week or less than half a year.

**Job-Sharing:** Job-sharing enables two or more employees to share the responsibilities assigned to one specified position.

**Part-time:** A part-time employee is scheduled to work at least half time but less than full-time.

**Seasonal Employment:** A seasonal employee is employed for fewer than 1000 hours in a fiscal year, with an expectation of a short term relationship with MassDOT.

<sup>1</sup> See Boston College Center for Work & Family "Overcoming the Implementation Gap: How 20 Leading Companies Are Making Flexibility Work" (2008)

*Staggered Work Hours* This scheduling option enables employees to establish fixed arrival and departure times other than the standard 8:45 a.m. and 5:00 p.m.

*Telecommuting* Working at an alternative work location rather than physically traveling back and forth to a designated site. In most instances, it is the act of working from home, thus eliminating travel to and from an office.

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#### 4. GENERAL PROGRAM GUIDELINES AND CONSIDERATIONS

The following apply to MassDOT's Alternative Work Option Program:

- In consideration for participating in an alternative work schedule, employees shall not be entitled to shift differential pay if they work time outside of day shifts;
- MassDOT reserves the right to change, amend or terminate any part or all of this alternative work option program at any time for any reason;
- Supervisory approval is subject to change or revocation at any time, should business or performance concerns arise;
- Impacts of alternative work arrangements should be well understood prior to implementation with an overall consideration for all employees in the office or department who may be impacted by such a change;
- Employees should continue to enter their arrival and departure times and keep a running tally of the hours worked each day to ensure that they work the full number of hours required;
- Each work unit must specify the procedure for scheduling overtime, consistent with any applicable collective bargaining agreement provision, for those employees participating in any alternative work option;
- Any applicable grievance procedure does not apply to decisions regarding alternative work option requests;
- Alternative work schedules are not a benefit for employees, and every job, worker and situation are different. Managers and supervisors know the operations of their unit(s) best and are responsible for final decisions on how to get the work accomplished.

#### 5. ELIGIBILITY FOR ALTERNATIVE WORK OPTION PROGRAM PARTICIPATION

Participating in an alternative work option is voluntary and all employees are eligible for consideration. Requests for alternative schedules will be considered in light of the business needs of MassDOT and will be granted when reasonably possible. MassDOT believes that alternative work schedules should not affect an employee's professional development or ability to provide services to MassDOT or the customers we serve.

Work unit productivity must be maintained and appropriate coverage of work responsibilities must be provided at all times, without incurring overtime costs. Work unit managers retain the right to establish minimum levels of staffing and adequacy of coverage. Employees who may not be offered the option of participating in a flextime program include:

- Employees whose physical presence is critical during standard work hours;
- Employees whose work is difficult to plan or schedule in advance;
- Employees with legally mandated time limitations;
- Employees whose positions are structured in such a way that working independently is difficult; and
- Employees with an identified performance or attendance problem, however if an alternative work schedule will contribute to improved performance and/or attendance then it may be considered.

Employees who violate their alternative work option program requirements, abuse or otherwise take advantage of the program may be excluded from participation. Examples of "abuse" include but are not limited to the following:

- Inaccurately filling out time sheets;
- Failing to share duties or cover for other employees as required by the flextime arrangement; or
- Decreased productivity when staying late or coming in early, indicating that an employee is not working when others are not around.

The program can also be withdrawn by management at any time; participating employees will be provided up to 30 days written notice of program cancellation.

The success of an alternative work option program is built on mutual trust and flexibility. Employees must cooperate with each other, and employees and supervisors need to work together to ensure that the program works and that, above all else, *the needs of MassDOT continue to be met*. Managers have the prerogative of reviewing the overall usage of Alternative Work Options and removing an individual employee or a work unit because of abuse of the program.

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## 6. AVAILABLE ALTERNATIVE WORK OPTIONS

### 6.1. Compressed Work Schedule

A Compressed Work Schedule is a traditional 37½ or 40 hour work week condensed into fewer than five work days. With a compressed work schedule, the focus is on outcomes and managing the appropriate workload in a condensed version of the work week.

Common Compressed Work Schedules for traditional 37½ or 40 hour work weeks are:

- o 4/9½ Four 9½-hour days (37½ hours)<sup>2</sup>
- o 4/10 Four 10-hour days (40 hours)
- o 4/varied Three 10 hour days, one 7½ hour day (37½ hours)

Another popular option is a nine day/two week work arrangement, which allows for two weeks of work to be compressed into nine or nine and a half days of work. This is popular with individuals who want some flexibility in their schedule and do not mind extra time built into the beginning or end of the work day, but do not want the long days Compressed Work Schedules require.

If an employee chooses to work four 9½-hour days (this does not include the mandatory 30 minute lunch break) then the employee may select one day out of the five in the workweek that would be a day off.

If an employee calls in sick on a day that he/she is scheduled to work nine hours and 30 minutes, and the time cannot be made up during the regular work hours (8:45 am - 5:00 pm) later in the week, then the employee will be charged 9 hours and 30 minutes sick leave.

Any time a holiday falls on a day the employee would normally work, the employee is given credit for seven and one-half (or eight) hours, not nine hours and 30 minutes. The employee may then choose one of several ways to make up the additional time: (1) he/she may work longer hours for the three remaining days of that week's schedule; (2) he/she may come in on the fifth day to work a few hours; or (3) he/she may charge the time to personal or vacation leave.

### 6.2. Flextime

Flextime permits employees to establish their own daily work patterns within the guidelines outlined herein and established by management, consistent with the needs of MassDOT. Arrival and departure times may vary. Employees can make up time missed for a doctor's appointment or other personal business by working longer that day or another day that week. The hours worked each day may vary, but a total of 37½ hours (or 40 hours for some positions) must be worked each week. Part-time employees may vary their hours each day but must fulfill their total weekly scheduled work hours commitments.

Flextime is comprised of three main components: core hours, flexible hours and bandwidth.

**Core hours:** MassDOT's core hours are those hours between 9:30 and 11:30 a.m. and 1:00 and 3:00 p.m. when all employees must be at work, regardless of their individual flextime arrangements, or they will be charged personal, sick or vacation leave. Core hours encourage continued connection between employees and offer opportunities for group meetings and communications.

**Flexible hours:** Flexible hours are the times during the working day when employees may choose their arrival and departure times, within limits consistent with appropriate department coverage. Examples of flexible hours are 7:00 to 9:00 a.m. and 3:30 to 7:00 p.m.

<sup>2</sup> MassDOT's current payroll/time keeping system cannot support a 4/9.375 hour day (nine hours and 22 minutes); time must be recorded as nine hours and 30 minutes.

Bandwidth The bandwidth of a flextime plan is the span of time between the earliest an employee may arrive at the office and the latest an employee may leave. The office or worksite is not open to the public during the entire bandwidth. MassDOT's business hours are 8:45 a.m. to 5:00 p.m. but its bandwidth extends from 7:00 a.m. to 7:00 p.m.

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The following features of the program apply

- Employees must first define their "default" schedule using the *Flextime Approval Form* in Attachment A, to be used as a planning tool for supervisors to ensure that minimum staffing requirements are met. Then, within the flexible bands, employees may vary starting and departure time without prior notification or approval of the supervisor, as long as the needs of the office are met.
- Employees may choose to work less or more than seven and one-half (or eight) hours on any given day, up to a limit established by management; they must work their regular number of hours (37½ or 40) within the normal workweek. Part-time employees may vary the length of each workday but must fulfill their weekly work hours commitment.
- Employees may take an extended lunch period within the times established by program guidelines as long as the required number of hours are worked each week. Employees who work at least six hours on one day are required to take a lunch break of at least 30 minutes during the mid-day bandwidth of 11:30 a.m. to 1:00 p.m. Lunches cannot be taken during core hours. Employees who fail to take the required lunch break will have 30 minutes deducted from their daily time.
- Everyone must be in the office during core hours to be available for meetings, communication with supervisors, etc.
- Work can start as early as 7:00 a.m. and continue as late as 7:00 p.m.
- Each department is entitled to set its own minimum coverage requirements during office hours (8:45 a.m. to 5:00 p.m.).

#### 6.2.1. Time Records

For a Flextime Program to function effectively an accurate means of keeping track of time must be maintained. MassDOT time sheets are an important record for all employees but they are a critical document for the flextime participant. Arrival and departures must be recorded as they occur. Failure to record weekly hours appropriately may result in termination from the Flextime Program.

#### 6.2.2. Sick Leave

Flextime employees who call in sick on Monday through Thursday will have the option of making up all the non-core hours for the day during the remainder of that week. Flextime employees who call in sick on Friday will be charged the difference between the hours worked and 37½ hours or Friday's coretime hours, whichever is greater. The maximum amount of sick leave that can be credited on a Friday is 10½ hours.

Employees who report in for a work day and then leave because of illness or to make a medical appointment must use sick leave or personal leave to cover any coretime hours missed. Flextime employees who wish to use both regular hours and sick leave in a day cannot have more than 10½ hours credited for that day.

#### 6.2.3. Vacation or Personal Leave

Flextime employees can credit up to 7½ hours of vacation and personal leave per day. Flextime employees who wish to use both regular hours and leave time in one day cannot have more than 10½ hours credited for that day. Please refer to MassDOT's Vacation Policy for a detailed description of the rules governing vacation and personal leave.

#### 6.2.4. Lateness

Flextime employees who sign in after 9:30 a.m. are late for coretime and will be considered absent without leave. Employees who are absent without leave may request personal or vacation leave to cover the time absent.

### 6.2.5 Hours Per Week; Exemptions

Flexible hours employees are exempted from those provisions of Massachusetts General Laws Chapter 149, section 30A, which require an eight hour tour of duty in 10 consecutive hours in any work day and restrict work to five tours of duty in any one workweek and from any similar MassDOT policy (if any) related to tours of duty, except if otherwise exempt by statute. Flexible hours employees are not exempt from the provisions of Massachusetts General Laws Chapter 149, section 30A, or the relevant provisions of collective bargaining agreements, which require, except in the case of part-time employment, not more than 37½ hours for those who work a 37½ hour workweek nor more than 40 hours for those who work a 40 hour workweek, of work each week.

Unless otherwise authorized in advance, a flexible hours employee must limit the total of scheduled hours in any one work-week to 37½ for those who work a 37½ hour workweek, and to 40 hours for those who work a 40 hour workweek. Flexible hours employees who are requested and agree to work beyond their scheduled hours shall not be required to shorten their scheduled hours during a workweek in order to avoid the payment of overtime, provided they are otherwise eligible. Flexible hours employees may, however, incorporate provisional overtime hours into their scheduled hours during the same workweek if they elect to do so.

Except on the last workday of the workweek, flexible hours employees who utilize accrued leave or who are on leave of absence with pay or absent without pay shall be charged on the basis of a seven and one-half or eight hour day as indicated above. On the last workday of the workweek, charges shall be the difference between the total hours worked, excluding provisional overtime credit, and 37½ hours or 40 hours, or the core time whichever is greater.

### 6.3. Job-Sharing

Job-sharing enables two (or more) employees to share the responsibilities assigned to one specific position. The job-sharers may divide the responsibilities based on their individual expertise, preference or schedules. Together, the job-sharers comprise one full-time equivalent position; their total hours worked per week do not exceed 37½ or 40 hours. Job-sharers are considered part-time employees if they are scheduled to work at least half-time (18½ hours per week for a 37½ hour job). Job-sharers who work less than half-time, by either working fewer than 18½ hours per week or less than half a year, are considered "intermittent employees".

Job-sharers who are part-time employees (those who work at least 18½ or 20 hours a week) are entitled to the same benefits as full-time employees; some are granted on a pro-rated basis. See the section entitled "Part-Time Employment" below for more details.

Employees who wish to set up a job-share should:

- Carefully choose a job-share partner, since a good match of personalities as well as skills is critical to the success of the job-share. Employees who can work independently, are able to set priorities, have good communication skills, and are willing to be flexible about being consulted during their off time are the most ideal candidates for job-sharing.
- Prepare a detailed job description that identifies each job responsibility, when it occurs (for example on a daily basis or a quarterly basis) and who will be responsible for it.
- Establish a schedule for the job-share that accommodates the needs of the position and is workable for each of the job-sharing partners. It is strongly recommended that at least a few hours of overlap time be scheduled each week so that job-sharers can fill each other in on their work.
- Consider physical settings which encourage communication. Some job-sharers find it helpful to share an office, or even a desk.
- Set up communication procedures that specify how the job-sharing partners will convey necessary information to each other, as well as how other people can communicate information to the position (regardless of who is in at any given time).

### 6.4. Part-Time Employment

Pursuant to M.G.L. c. 7, §6F, MassDOT employees have the right to request that their work schedule be converted to part-time, subject to the approval of the Secretary/CEO or his/her designee.

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All leave and salary increases for part-time employees are proportional to the amount of time worked. This means that employees who reduce their hours to half-time will earn only 1½ personal days annually instead of three, and half as much sick and vacation time. Similarly, employees will receive 50% of any salary increase they would have received as full-time employees. Employees close to retirement who chose to reduce their hours may potentially reduce their eventual retirement benefit because they will be earning less creditable service.

#### 6.4.1. Salary

Part-time employees earn a proportion of the full-time salary that is allocated for the position they hold. For example, an employee who works half-time earns 50% of the full-time salary for that position, and an employee who works four-fifths time earns 80% of the full-time salary for that position.

#### 6.4.2. Step Rate Salary Increases

Part-time employees are eligible for a performance-based step rate increase after 52 weeks of regular part-time service.

#### 6.4.3. Leaves

A part-time employee accrues vacation, personal and sick leave credits on a proportional basis, meaning that an employee who works half-time earns half as much vacation, personal and sick leave as a full-time employee with the same length of service. For vacation status purposes, which determines when an employee is eligible for additional vacation accrual after a designated period of creditable service, one year of part-time service is equal to one year of creditable service.

Eligibility for and entitlements to FMLA, Bereavement, Voting, Court, Military and Unpaid Educational Leaves are the same for part-time employees as they are for full-time employees. (Note: for more information about leaves and other policies that are described as the same as for full-time employees, consult the specific leave policy, the applicable collective bargaining contract, or your human resources office.)

#### 6.4.4. Holidays

Part-time managers and confidential employees receive a day off with pay if the holiday falls on a day that they are normally scheduled to work.

Most part-time collective bargaining employees receive pro-rated holiday pay, or pro-rated compensatory time for working a holiday. The applicable collective bargaining agreement should be consulted to determine how holiday credit may be applied to the employee's weekly schedule.

#### 6.4.5. Group Insurance Coverage

Part-time employees who work a minimum of half-time are eligible for the same group life and health insurance at the same rates as those for full-time employees; however part-time employees are not eligible for dental insurance. They may also purchase optional insurance coverage at the same rates as those for full-time employees. Part-time employees are eligible to participate in the long-term disability plan available to Commonwealth employees.

#### 6.4.6. Civil Service Status

Converting to part-time employment from full-time employment does not affect Civil Service status. For example, a permanent full-time employee is still considered permanent when that employee converts to part-time. Part-time employees with permanent status are eligible to take promotional examinations, as long as they meet other eligibility requirements.

Part-time employees, regardless of Civil Service status, are eligible to bid for promotion in accordance with collective bargaining agreements or the internal promotional policy that is in effect for all other employees of the agency.



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#### 6.4.7. Seniority

For purposes of layoffs and qualifying promotional examinations, part-time employees accrue seniority on a pro-rated basis, in the proportion that their service bears to full-time service. For example, a half-time employee accrues six months of seniority after one year

#### 6.4.8 Retirement

For retirement purposes, creditable service is measured in terms of full-time years. For example, an employee who works half-time earns a half-year of creditable service for retirement purposes for a full year (52 weeks) of half-time employment.

#### 6.4.9. Tuition Remission

Part-time employees are not currently eligible for tuition remission.

#### 6.4.10 Deferred Compensation Program

Part-time employees are eligible to participate in the Commonwealth's Deferred Compensation Program

#### 6.4.11. Unemployment Insurance

Part-time employees are covered by unemployment insurance just as full-time employees are. If you have any questions about employment benefits or leave policies for part-time employees, you can get more information from MassDOT's Human Resources Department

### 6.5. Staggered Work Hours

A staggered work hours schedule requires employees to adhere to fixed times of arrival and departure, five days a week, although those times may vary from the traditional 8:45 a.m. and 5:00 p.m. For example, an employee on a staggered work hours schedule may work from 8:00 a.m. to 4:15 p.m. or from 7:30 a.m. to 3:45 p.m. There is no opportunity to make up missed work time, as is the case under flextime; an employee must use accrued leave for time away from the office.

### 6.6. Telecommuting

#### 6.6.1. General Considerations

Some jobs have tasks that can be accomplished while telecommuting one to two days per week or month, on an ad hoc, project-specific or incidental basis. Telecommuting arrangements are most appropriate for work that has clearly defined tasks, measurable work activity and does not require the employee's presence in the work place. Many assignments are not suitable for telecommuting, either because of the type of work to be done, the need for frequent supervision, the lack of necessary technology at home, or the need for a presence in the office. Additionally, those positions that require regular face-to-face contact with co-workers, clients or patrons are also not appropriate positions for telecommuting.

Telecommuters are entitled to the same consideration as non-telecommuters with respect to promotions and transfers. Similarly, a telecommuting arrangement will not affect an employee's amount of pay or benefits received. Telecommuters and non-telecommuters are evaluated by their performance based on individually established work plans according to their positions and responsibilities

The decision to approve individual telecommuting agreements is at the sole discretion of MassDOT management and subject to final approval by the Secretary/CEO or his/her designee. In terms of supervision, clear expectations and measurable tasks are essential components in considering whether telecommuting should be an option. Management must supervise telecommuting employees by developing a system of distributing work appropriate for telecommuting and designating tasks with measurable outputs that can ensure appropriate levels of employee accountability. A telecommuting schedule shall be designed to meet the needs of MassDOT and allow the telecommuter to achieve his/her work objectives

MassDOT employees who have a proven record of working independently with minimal supervision and who have achieved at least "Meets" or "Meets Expectations" (or its equivalent if not using EPRS or ACES) on their performance

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evaluations may be considered for telecommuting. Management may also take into account the employee's attendance record and other related factors. New employees may not be eligible to telecommute until they have completed their first six months of employment, unless otherwise approved by the Director of Human Resources.

#### 6.6.2. Equipment and Other Expenses

If telecommuting arrangements require the use of technological resources, there are costs that will be incurred for establishing appropriate hardware, software, and connectivity as well as operating, maintaining and supporting that setup. Given that MassDOT is a public employer, employees wishing to telecommute may have to invest in or offset some of these costs depending on their needs. Employees who chose to telecommute must provide their own telephone lines and internet service. If a MassDOT-issued laptop computer and/or mobile device is needed for a telecommuting employee, that employee may have to forego his/her desk-top and/or land-line so that MassDOT is not incurring duplicative costs. Employees with mobile telephones should use those devices for all MassDOT-related business calls while telecommuting; reimbursements for phone charges incurred by employees working from home will not be allowed.

#### 6.6.3. Telecommuter Agreement

All telecommuting employees must complete the *Telecommuter Agreement* in Attachment B regardless of whether the telecommuting will be done on a regular, ad-hoc or incidental basis. The telecommuter must receive advanced approval from his or her supervisor for each telecommuting instance if the individual is telecommuting on an incidental basis.

The telecommuter is also responsible for assigning the appropriate time reporting code (TEL) for "telecommute" and for indicating the appropriate comments (i.e., the number of hours, if less than a full day, on his or her weekly timesheet).

### 7. REQUESTING AN ALTERNATIVE WORK SCHEDULE

Employees who wish to request an alternative work schedule must present carefully developed proposals to their supervisors that includes the following elements:

- The exact type and schedule for the requested alternative work schedule;
- A description of how the employee's work will be accomplished and how accountability, cost effectiveness and customer satisfaction needs will be addressed;
- Why he/she is suitable for this arrangement;
- The business case for the requested alternative work arrangement, i.e., what benefits it offers to the employee's work team, office, or MassDOT (e.g., greater efficiency, increased productivity, expanded hours of service);
- An explanation of how customer and co-worker needs will be handled (e.g., backup, voicemail, pager, fax) without sacrificing quality or responsiveness;
- A description of how the employee will handle regular communications with internal or external customers, co-workers, supervisees, and supervisors/managers without sacrificing accessibility or quality;
- An acknowledgment that it is the requesting employee's responsibility to make the arrangement work;
- An expressed willingness to consider alternative arrangements and solutions with the employee's supervisor/manager;
- An acknowledgment that the employee will be flexible and willing to make adjustments to ensure success;
- A suggested start date for transitioning to a new schedule if the alternative work proposal is approved;
- A recommendation for a trial period with regular intervals of evaluation; and
- An acknowledgment that the arrangement is subject to termination at any time should business needs change or performance issues arise.

If the employee's immediate supervisor denies the request, the employee may appeal to the supervisor's manager. The Secretary/CEO or his/her designee will make the final determination.

If the supervisor determines that the proposal is satisfactory, the arrangement must be formalized with a written agreement.

The arrangement should be tested during a probationary period established by the supervisor. During this probationary period, the supervisor and employee should meet regularly to discuss the following:

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TSP  
JAD  
BUC  
JSS

- a Are expectations clearly understood?
- b Is productivity being maintained?
- c Are MassDOT's needs still being met?
- d Are there benefits that can be identified?
- e Are adjustments needed?
- f Should the arrangement be maintained?

At the conclusion of the probationary period, the arrangement should be evaluated. It is important to keep in mind that either party may end the arrangement if it is not meeting MassDOT's and/or the employee's needs.

## 8. RELATIONSHIP BETWEEN ALTERNATIVE WORK OPTIONS AND WORKPLACE AND PERSONNEL POLICIES AND/OR COLLECTIVE BARGAINING CONTRACTS

### 8.1. General Rule

Alternative Work Option employees shall continue to be subject to and enjoy the benefits of MassDOT's policies, rules and regulations, or the provisions of the applicable collective bargaining agreements; provided, however, that should there exist any conflict between a provision contained herein and a provision within an applicable collective bargaining agreement, the alternative work option provision shall control.

### 8.2. Benefits and Charges

For the purpose of ascertaining the benefits to which alternative work option program employees are entitled, including vacation, sick leave, and holidays, the word 'day' as used in the relevant sections of MassDOT workplace and personnel policies and collective bargaining agreements shall mean seven and one-half hours for employees who work a 37½ hour week and eight hours for employees who work a 40 hour week.

### 8.3. Holidays

In any workweek in which a holiday occurs on a day that MassDOT has determined an alternative work option employee may choose for his/her scheduled hours, any such employee who (1) fails to work the day immediately preceding that holiday or immediately following that holiday and (2) is on a leave of absence without pay or absent without pay during the workweek in which such a day falls, shall not be paid for that holiday. Notwithstanding any other provision of these regulations to the contrary, an employee who is on leave without pay or absent without pay for any part of the core time immediately preceding a holiday or immediately following a holiday shall not be paid for the holiday.

## 9. VIOLATION AND TERMINATION FROM AN ALTERNATIVE WORK OPTIONS PROGRAM

Employees participating in one of the alternative work options outlined herein who do not comply with the requirements, their specific alternative work option agreement, or otherwise abuse the program will be subject to the following sanctions:

**First offense:** Employees will be notified of the infraction and advised that subsequent infractions may be grounds for suspension or termination from the program.

**Subsequent offense within six months:** Employees may be suspended or terminated from the program.

Any conduct that violates MassDOT's workplace and personnel policies and/or the provisions of any applicable collective bargaining agreement may subject the employee to discipline.

Employees who wish to end their participation in any alternative work option program may do so by notifying their supervisor in writing at least five days before they intend to resume a set schedule.

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ATTACHMENT A

Massachusetts Department of Transportation  
FLEXTIME APPROVAL FORM

*This Form does not constitute a contract for employment or a modification of any other existing term or condition of employment between the employee and MassDOT. The employee affirms that he/she has read and fully understands MassDOT's Alternative Work Options Policy, which is hereby incorporated and made part of this Agreement.*

NAME \_\_\_\_\_

PROPOSED ARRIVAL/DEPARTURE TIMES, FOR PLANNING PURPOSES ONLY:

Mon      Tues      Wed      Thur      Fri

ARRIVAL \_\_\_\_\_

DEPARTURE: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary/CEO or his/her designee

\_\_\_\_\_  
Date

ATTACHMENT B

Massachusetts Department of Transportation  
TELECOMMUTER AGREEMENT

EPK  
TSP  
JPD  
EK  
SS

*This Agreement does not constitute a contract for employment or a modification of any other existing term or condition of employment between the employee and MassDOT. The employee affirms that he/she has read and fully understands MassDOT's Alternative Work Options Policy, which is hereby incorporated and made part of this Agreement.*

This Telecommuter Agreement is between the Massachusetts Department of Transportation and \_\_\_\_\_ the telecommuter employee (hereinafter "MassDOT" and "telecommuter").

1. HOURS OF WORK

- (a) All work schedules require supervisor approval. Changes in work schedules or temporary telecommuting assignments may be made at MassDOT's discretion to meet management needs. Additionally, any modification or change to the designated telecommuting day(s) may be made at MassDOT's discretion.
- (b) Certain meetings are mandatory and will require the telecommuter to come into a work location specified by MassDOT. Advance notice of such meetings will be given to the extent possible.
- (c) The telecommuter will follow MassDOT's timekeeping and reporting requirements.
- (d) The telecommuter's work hours and designated telecommuting days will be the following:

WORK DAYS	WORK HOURS

*For ad-hoc assignments, indicate relative frequency, such as one day a month, one day every other month, etc; for incidental situations, indicate "incidental."*

- (e) The telecommuter must be available by phone during the core business hours of \_\_\_\_\_ to \_\_\_\_\_.
- (f) Overtime must be authorized in advance by the telecommuter's supervisor.
- (g) Telecommuters will not provide primary care during designated core business hours for children or elders who would otherwise require a provider's care.

2. WORK SITE

- (a) Telecommuters must maintain a proper and safe work environment. A proper and safe work environment is defined as taking care to ensure that home office equipment (computers, printers, fax machines, lighting) do not overload electrical circuits, that circuit breakers and surge protectors are used when necessary, and that walkways are clear of debris and electrical cords. MassDOT retains the right to make an on-site inspection of the designated workspace at a mutually agreed upon time.
- (b) The telecommuter is responsible for the safety and security of MassDOT's equipment, software, data and supplies in accordance with the MassDOT's Acceptable Use of Information Technology Resources Policy.
- (c) If a telecommuter incurs a work-related injury while telecommuting, workers' compensation laws and rules will apply just as they would if such an injury occurred at the regular work site.
- (d) MassDOT is not liable for any damages to the telecommuter's property that may result from participation in this Agreement.
- (e) The telecommuter designates the following address as his/her "telecommuting work location," subject to the terms and conditions of this Agreement:  
\_\_\_\_\_
- (f) The telecommuter agrees to use a designated workspace that is conducive to working and is free from work hazards to the telecommuter and MassDOT equipment. At the "telecommuting work location" the employee designates the following area as his/her "telecommuting home office," subject to the terms and conditions of this Agreement:  
\_\_\_\_\_

ERK  
BP  
JOB  
BK  
JSS

**3 WORK PRODUCT, EQUIPMENT & EXPENSES**

- (a) Work product and programs developed by the telecommuter remain the property of MassDOT
- (b) Under appropriate circumstances MassDOT may provide the use of information technology resources (ITRs), including but not limited to, computers, printers and other peripherals, programs, data, software, fax machine and a Virtual Private Network (VPN) Certificate for connectivity to the MassDOT Network.
- (c) MassDOT-owned equipment and services are to be used for MassDOT business only. The use of MassDOT ITRs shall be in accordance with relevant MassDOT ITR policies with respect to the responsibilities of the employee, acceptable and unacceptable uses of ITRs, data confidentiality, copyright protection, computer viruses, network security, e-mail and employee expectations of privacy.
- (d) Costs associated with office furniture will be the responsibility of the telecommuter. MassDOT, at its discretion, may loan to the employee surplus office furniture such as file cabinets, desks, chairs and bookcases.
- (e) Selection, installation, maintenance, repair or replacement of telecommuter-owned equipment and software is the responsibility of the telecommuter. In the event of equipment malfunction, the telecommuter must contact his/her supervisor as soon as possible. If repairs will take some time, the telecommuter may be required to report to a work location specified by MassDOT until the equipment is usable.
- (f) The following equipment inventory identifies MassDOT equipment and software which has been provided to the above-named telecommuter for his or her telecommuting purposes.

Item Description	Serial Number

- (g) MassDOT will not pay for the following expenses:
  - Maintenance or repairs of privately owned equipment.
  - Utility costs associated with the use of the computer or occupation of the home, including but not limited to, electricity and phone usage;
  - Equipment supplies (these should be requisitioned through MassDOT); and
  - Travel expenses associated with commuting to the central office.

This Agreement shall become effective when signed by the employee and his/her supervisor and shall remain in effect until \_\_\_\_\_ unless terminated earlier by either party or extended upon mutual written agreement by both parties.

The following signature of the employee and his/her supervisor, and the Secretary or his/her designee, indicates that each has read and understands this Agreement and agrees to abide by the terms and conditions contained herein.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary/CEO or his/her designee

\_\_\_\_\_  
Date









**Appendix C**

**Assignment of Work in a Higher Classification Unit E**

To: \_\_\_\_\_  
(Employee Name)

From: \_\_\_\_\_  
(Department Head)

Effective \_\_\_\_\_ you are being assigned to perform the duties described below which are outside of your current classification in a higher job classification. You will be paid at the higher grade from the first day of assignment after you perform the duties for a period of thirty (30) consecutive days or more.

Current classification: \_\_\_\_\_

Higher classification: \_\_\_\_\_

Below is a description of the duties being assigned:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved By:

\_\_\_\_\_  
District Highway Director or Designee

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**between**

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION**

**and the**

**COALITION OF MASSDOT UNIONS FOR BARGAINING UNIT E**

**RE: CLASSIFICATION STUDY IMPLEMENTATION**

This agreement (the "Agreement") is made and entered into by and between the Massachusetts Department of Transportation ("MassDOT"), and the Coalition of MassDOT Unions, Bargaining Unit E (the "Union" or "CMU") (collectively the "Parties") and sets forth the agreement of all parties concerning modifications to the Classification Study Implementation Agreement dated May 8, 2017 ("CSIA").

WHEREAS, the parties have been engaged in discussions for a successor collective bargaining agreement for the term July 1, 2017 to June 30, 2020 and during those discussion have determined that it is in their mutual interest to amend the CSIA to address certain other classification issues affecting bargaining unit employees;

THEREFORE, for good and valuable consideration the parties agree to amend the CSIA as follows:

**1. Class Reallocations of Positions**

A. Effective July 8, 2019 the following positions will be reallocated to the job grades listed below. Employees will be placed at the same salary step at the higher grade with no change in anniversary date.

<b>Title</b>	<b>Current Grade</b>	<b>New Grade</b>
General Construction Inspector I	18A	19B
General Construction Inspector II	21A	21E
Electrical Engineer I	18C	19B
Electrical Engineer II	21D	21E
Electrical Engineer III	23B	23C
Electrical Engineer IV	25	25A
Electrical Engineer V	27A	27B
Electrical Engineer VI	29	29A
Environmental Engineer I	18C	19B
Environmental Engineer II	21D	21E

Environmental Engineer III	23B	23C
Environmental Engineer IV	25	25A
Environmental Engineer V	27A	27B
Environmental Engineer VI	29	29A

**B.** Effective the first full pay period in July 2020 the following positions will be reallocated to the job grades listed below. Employees will be placed at the same salary step at the higher grade with no change in anniversary date.

<b>Title</b>	<b>Current Grade</b>	<b>New Grade</b>
Civil Engineer III	23C	24C
Electrical Engineer III	23C	24C
Environmental Engineer III	23C	24C
MassDOT Mech Eng Hwy Struct III	23C	24C

**2. Creation of New Job Classifications**

MassDOT will request that the Commonwealth Human Resources Division create the following new MassDOT job titles which the parties agree shall be within bargaining unit E. Prior to finalizing the job specifications for these titles MassDOT will provide copies to the Union. The job titles and salary grades shall be as follows:

<b>Job Title</b>	<b>Job Grade</b>
MassDOT District Construction Engineer	31
MassDOT District Maintenance Engineer	31
MassDOT District 6 Facilities Engineer	31

Effective the first full pay period after the collective bargaining agreement is ratified, the following employees will be placed in the new titles as set forth below. Employees will be placed in a step at the higher grade using the promotional factor and shall have their anniversary date adjusted to the effective date of the pay adjustment.

<b>Employee</b>	<b>New Title</b>
Mark Ringie	MassDOT District Construction Engineer
John Donoghue	MassDOT District Construction Engineer
Michael Hartnett	MassDOT District Construction Engineer
Paul Maloy	MassDOT District Construction Engineer
Gerald Bernard	MassDOT District Construction Engineer
Steven Capasso*	MassDOT District Construction Engineer
David Sherman	MassDOT District Maintenance Engineer
Kenneth Crochiere	MassDOT District Maintenance Engineer
Jason Benoit*	MassDOT District Maintenance Engineer
Peter Collette	MassDOT District Maintenance Engineer
Matthew Broderick	MassDOT District Maintenance Engineer

David Belanger      MassDOT District Maintenance Engineer  
Thomas Conneely    MassDOT District 6 Facilities Engineer

\*These employees are currently serving in an acting position and will be placed in the new title on an acting basis.

**3. Moratorium on Classification Appeals**

No employee who is upgraded or reclassified as a result of this agreement may file an individual classification appeal under G.L. c. 30, §49 before March 1, 2021.

**4. Exempt Management Positions**

MassDOT may in its discretion create the position of Deputy District Highway Director which shall be a managerial and/or confidential position exempted from collective bargaining. MassDOT may assign incumbents in these positions duties it deems appropriate to support the functions of the District Highway Director, including some duties that are currently or have in the past been performed by bargaining unit members. The Union agrees that it will not challenge the assignment or transfer of any such duties in any forum.

**5. Collective Bargaining Contingency.**

This agreement will not be effective until a collective bargaining agreement for the term July 1, 2017 to June 30, 2020 is ratified by the union and approved by the MassDOT Board of Directors or other legislative body as provided by G.L. c. 150E, §7(c).

**6. Conflict of Provisions**

Unless specifically modified by the terms of this agreement the terms of the Classification Study Implementation Agreement or CSIA shall control.

**7. Authority of Signatories**

The persons executing this Agreement represent and warrant that they have the legal authority to execute this Agreement on behalf of their principals and the unions that constitute the CMU.

**8. No Precedent**

Implementation of this Agreement, the circumstances and statements leading to the Agreement, and the Agreement itself, shall be without precedent or prejudice in any other matter and shall not be admissible in any other proceeding; however, this Agreement and any information pertaining to this Agreement may be introduced in any proceeding to enforce this Agreement.

We acknowledge that we have had every opportunity to obtain counsel in this matter, and have either benefited from receipt of such counsel or have otherwise voluntarily chosen not to consult with such counsel in this matter. We further acknowledge that we accept and agree to the provisions of this Agreement and hereby execute it voluntarily with full understanding of its consequences and without being coerced in any way.

SIGNATURES APPEAR ON FOLLOWING PAGE

Massachusetts Department of Transportation      Coalition of MassDOT Unions for Unit E



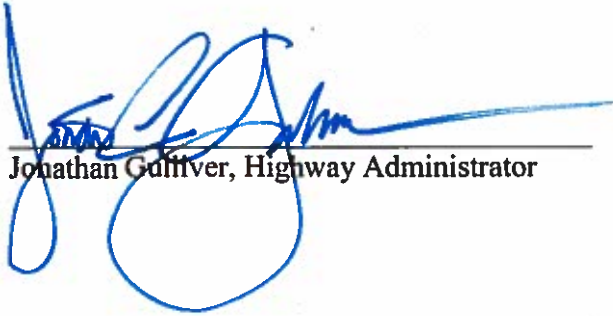
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Stephanie Pollack, Secretary and CEO



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Joseph Dorant, President  
Massachusetts Organization of State Scientists  
and Engineers  
Coalition of MassDOT Unions for Unit E



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Jonathan Gulliver, Highway Administrator

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Karen A Bartholomew, President  
United Steel Workers (USW) – Local 5696