

MEMORANDUM OF AGREEMENT
Between the
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
and the
COALITION OF MASSDOT UNIONS BARGAINING UNIT E
comprised of
MASSACHUSETTS ORGANIZATION OF STATE ENGINEERS & SCIENTISTS
(MOSES)
and
UNITED STEEL WORKERS (USW) LOCAL 5696

This Memorandum of Agreement (MOA) is entered between the Massachusetts Department of Transportation (MassDOT) and the Coalition of MassDOT Unions for Bargaining Unit E (Union), collectively referred to as the “the Parties”. The Parties agree to the following:

A. All employees employed in the titles of Civil Engineer (CE), General Construction Inspector (GCI) or MassDOT MHS Inspector assigned to field positions as determined by MassDOT shall have and maintain the following training and certifications:

1. NorthEast Transportation Training and Certificate Program (NETTCP) – Hot Mix Asphalt (HMA) Paving Inspector
2. American Concrete Institute (ACI) – Concrete Field Testing Technician – Grade 1

B. Current employees in CE, GCI or MassDOT MHS Inspector titles who do not have the requisite training and certifications shall obtain the required training and certification within two and one-half years (2.5) years following the execution of this agreement. Employees hired, promoted, transferred, or bumped into a CE, GCI, or MassDOT MHS Inspector title who do not have the required training and certifications at the time they enter into the position shall have one (1) year from that time to obtain the required training and certification. Employees who fail to obtain or maintain the required certification as provided herein may seek reassignment to a non-field position in accordance with the collective bargaining agreement or be subject to discipline up to and including termination or demotion.

C. MassDOT shall pay for the costs of obtaining and renewing certifications including the costs of any required course work, course materials, testing, and application/renewal fees for employees required to maintain certifications as required under this MOA. MassDOT shall provide timely training to employees required to maintain certification under this MOA using appropriate training providers as determined by MassDOT. MassDOT reserves the right to extend the timeline as needed for an employee to comply with the training and certification requirement as provided in this MOA due to the insufficient availability of appropriate training providers.

D. MassDOT reserves the right to determine appropriate training providers and to substitute required training and certifications as provided in Section A, above, with substantially similar training and certification requirements. If a substantial change occurs to the class or certification requirement as provided in Section A, the Union reserves any right it may have to demand bargaining over the impact of such change.

E. MassDOT agrees to provide the Union with a list of current employees it considers field employees for purposes of the MOA.

F. Any MassDOT Unit E employee may voluntarily take the training provided in this MOA. To the extent space limitations exist, priority shall be given to employees required to obtain training and certification under this MOA.

For the Massachusetts Department of
Transportation:



Olinda R. Marshall, Chief Labor Negotiator

October 26, 2021
Date



Mark Spengler, Director of Engagement

October 27, 2021
Date

For the Coalition of MassDOT Unions for
Unit E:

Patrick Russell, President, MOSES

Date

Laurie Carlson, President, USW Local
5696

Date