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

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

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

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

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

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5. The person who signs below on behalf of the Union represents that he or she is fully authorized to enter this agreement on behalf of the CMU for Bargaining Unit E, and that all necessary votes or other approvals, if any, have been obtained in advance of its execution.

6. This MOU contains the parties entire understanding and agreement on the terms of an Alternate Work Options pilot program and supersedes all prior understandings or agreements concerning the subject matter whether oral or in writing. This is the final agreement between the parties and the terms may not be amended or modified in any way except in writing by the parties.

Executed this _____ day of July 2014.

For the Coalition of MassDOT Unions for
Bargaining Unit E:

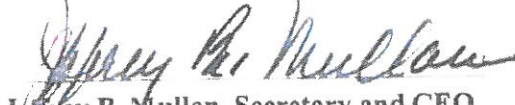
For the Massachusetts Department of
Transportation:

Joseph Dorant, Chairman and President
MOSES

Julian Tynes, Director
Office of Labor Relations and Employment
Law

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POLICY DIRECTIVE


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.¹

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 37^{1/2} (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 18^{3/4} 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.

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

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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.

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.

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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.

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)²
- 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.

² 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.

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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.

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.

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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 (18¾ hours per week for a 37½ hour job). Job-sharers who work less than half-time, by either working fewer than 18¾ 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 18¾ 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

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.

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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 acknowledgement 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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- 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

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ATTACHMENT B

Massachusetts Department of Transportation
 TELECOMMUTER AGREEMENT

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:

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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