

2014 - 2017 MEMORANDUMS OF AGREEMENT/UNDERSTANDING

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

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TSP 7-23-14

Re: Grievance Settlement Funds

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

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

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

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 MOSES agrees that any Article 14 or 16 grievances filed prior to November 1, 2009, which are not on this list are withdrawn.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

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

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- withdraw the grievance, and the release of both MassDOT and MOSES of any liability related to the grievance, the grievant will be paid a maximum of two thousand (\$2,000) dollars for each Article 16 grievance by MassDOT. Article 14 grievants signing and timely returning the settlement and release will be paid one thousand (\$1,000) dollars for one Article 14 grievance, an additional five hundred (\$500) dollars for a second Article 14 grievance. Any grievant signing the settlement agreement and release will receive a total of two thousand (\$2,000) dollars for all Article 14 grievances in the event he or she had three or more such active grievances.
4. With respect to Article 14 grievances, there shall be only one grievance eligible for settlement for each promotional opportunity and all other grievances seeking promotion to the same vacancy will be withdrawn with prejudice.
 5. MOSES shall report to MassDOT for each settled grievance the MOSES' grievance number, the name of the grievant, and the amount of the settlement for that grievance (subject to the provisions of paragraph 2 above), and shall provide to MassDOT a settlement agreement signed by a duly authorized MOSES representative and the grievant, reflecting the settlement terms and releasing the parties from all further liability for anything associated with that grievance. The grievant shall thereafter be paid the amount of the settlement in the usual manner and in the ordinary course of the MassDOT practices and procedures.
 6. If at the conclusion of ninety (90) days MassDOT has not expended the full amount of four hundred thousand (\$400,000) dollars, MOSES may propose other grievances ripe for settlement and the parties may discuss whether there are settlement options. The decision as to whether the balance of funds shall be applied to settle any additional cases is at the sole discretion of MassDOT. If there are no further settlements the remaining grievances shall be advanced to the next step of the grievance or arbitration procedure of the then current collective bargaining agreement between the parties.
 7. The parties acknowledge that this document sets forth the entire agreement between them with regard to the matters expressed herein, and may not be modified in any way except by their written agreement. This agreement shall not constitute any precedent and shall not be admissible in any proceeding between the parties other than in an action to enforce its terms.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

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

Massachusetts Department of Transportation

Massachusetts Organization of State
Engineers & Scientists

Julian Tynes, Director
Office of Labor Relations and
Employment Law

Mickey Splaine, Chair

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

James McDonagh, Attorney for MOSES

MEMORANDUM OF AGREEMENT
BETWEEN THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION ("MassDOT")
AND COALITION OF MASSDOT UNIONS (CMU)
RE: IMPLEMENTATION OF DRUG AND ALCOHOL POLICY
FOR EMPLOYEES IN BARGAINING UNIT E

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

1. Effective July 1, 2014 the MassDOT Drug & Alcohol Policy attached shall be in effect for all bargaining unit members.
2. Notwithstanding the above, no person employed in a bargaining unit position Prior to July 1, 2014, shall be subject to drug testing before January 11, 2015.
3. The Parties agree that: (a) employees who regularly and routinely operate or are required to operate a motor vehicle during the course of employment or (b) are employees who regularly and routinely perform or are required to perform any safety sensitive functions as defined in Exhibit A to the attached Policy and/or high risk functions as described in Section II of the policy in the "Type of Tests" – "Random" section, shall be subject to the random drug testing provisions of the policy.
4. The MassDOT shall provide ninety (90) days advanced written notice to all employees who will be subject to random testing under Section II of this policy before such random testing will begin.
5. It is acknowledged that during the negotiations that resulted in this Agreement the CMU had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining with regard to the attached Drug & Alcohol Policy. Therefore for the life of the agreement, this agreement shall constitute the total agreement between the parties and the CMU agrees that the MassDOT shall not be obligated to any additional bargaining.

Agreement signed this 23 day of July, 2014 by the following:

Massachusetts Department of Transportation

Coalition of MassDOT Unions
for Bargaining Unit E

Julian Tynes, Director
Office of Labor Relations and
Employment Law

Joseph Dorant, Chair and
President, MOSES

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

Karen Bartholomew, Vice-Chair and President
USW Local 5696

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MEMORANDUM OF AGREEMENT

BETWEEN

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION ("MASSDOT")

AND

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

Re: PILOT VACATION BUYBACK PROGRAM

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

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

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

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

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

SIGNATURES APPEAR ON FOLLOWING PAGE

Executed this ____ day of July 2014

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Coalition of MassDOT Unions
Bargaining Unit E

Massachusetts Department of Transportation

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

Julian Tynes, Director of Labor Relations
and Employment Law

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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:

Joseph Dorant, Chairman and President
MOSES

For the Massachusetts Department of
Transportation:

Julian Tynes, Director
Office of Labor Relations and Employment
Law

2010 MASTER LABOR INTEGRATION AGREEMENT

MASTER LABOR INTEGRATION AGREEMENT

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

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

PREAMBLE

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

RECOGNITION

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

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

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

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

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

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

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

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

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

BARGAINING UNITS

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

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

Unit E Engineering and Science
 Unit F Toll Collection and Couriers

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

GOVERNING AGREEMENTS

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

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

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

UNION SECURITY

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

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

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

ASSIGNMENT OF WORK INTEGRATION OF THE WORKFORCE

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

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

JOINT LABOR – MANAGEMENT COMMITTEE

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

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

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

CONTRACTING OUT

Absent an emergency situation demanding otherwise, MassDOT shall not outsource bargaining unit work beyond the scope of any such work that it was out sourcing as of November 1, 2009, except in cases where employees of MassDOT are unable to perform such services owing to lack of expertise or other inability to perform such services on the schedule or in the manner required by MassDOT. Nothing in this provision shall limit the application of G.L. c. 29, sec. 29A to the extent that such provisions are applicable to MassDOT.

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

LABOR MANAGEMENT COMMITTEE ON SUBCONTRACTING OF WORK

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

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

POSITION CLASSIFICATION

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

Purpose

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

Classification Review Committee

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

Procedure

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

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

Implementation of the Classification Review Committee Findings

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

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

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

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

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

SALARY RATES FOR NEW HIRES

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

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

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

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

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

occurs first.

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

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

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

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

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

HEALTH AND WELFARE

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

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

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

BUMPING RIGHTS

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

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

DISCHARGE OR SUSPENSION

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

Section 2. Progressive Discipline/Warning, Suspension, Discharge

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

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

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

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

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

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

Section 3. Immediate Suspension Pending Discharge

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

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

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

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

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

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

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

SHIFT BIDDING

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

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

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

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

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

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

RELOCATION

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

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

SAFETY

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

Safety

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

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

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

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

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

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

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

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

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

CLASSIFICATION AND COMPENSATION SURVEY

Classification Study

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

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

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

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

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

SENIORITY

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

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

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

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

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

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

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

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

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

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

CLASSIFICATION POOL

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

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

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

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

CIVIL SERVICE/LAYOFF

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

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

SAVING CLAUSE

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

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

WITHDRAWAL OF PENDING INTEREST ARBITRATION CASES

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

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

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

WAIVER AND WITHDRAWAL OF CLAIMS

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

EFFECTIVE DATE

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

NEGOTIATIONS FOR SUCCESSOR COLLECTIVE BARGAINING AGREEMENTS

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

APPROPRIATION BY THE GENERAL COURT

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

AMENDMENT TO CHAPTER 25 OF THE ACTS OF 2009

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

An Act Relative to Collective Bargaining

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

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

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

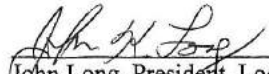
This provision shall be incorporated into the collective bargaining agreements governing bargaining units A, B, C, D, E and F, shall prevail over any conflicting provision, and be subject


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


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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

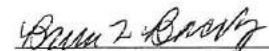
AFSCME, Council 93


John Long, President, Local 1009



James Lindsey


Joseph DeLorey, General Counsel

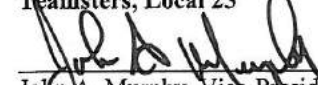
S.E.I.U., Local 888


Bruce T. Boccardy, President
SEIU, Local 888

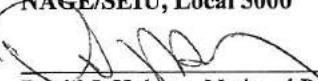
Teamsters, Local 127

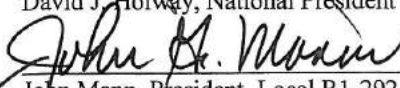

Robert F. Cullinane, Secretary-
Treasurer/Principal Executive Officer

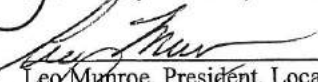
Teamsters, Local 25

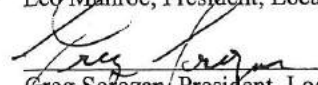

John A. Murphy, Vice-President, Business
Agent

NAGE/SEIU, Local 5000

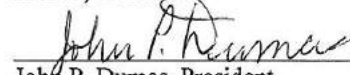

David J. Holway, National President


John Mann, President, Local R1-292



Leo Munroe, President, Local R1-219


Greg Sorozan, President, Local R1282

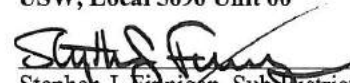
IBEW, Local 103


John P. Dumas, President

MOSES


Joseph Dorant, President

USW, Local 5696 Unit 00

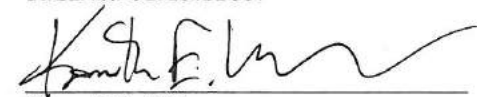

Stephen J. Kinnigan, Sub-District Director

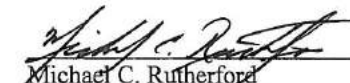

Karen A. Bartholomew, President

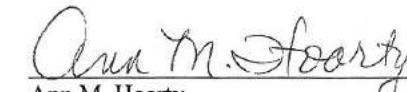
USW, Local 5696 Unit 01


Joseph Carlson, Staff Representative

**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**


Kenneth E. Weber
Chief Administrative Officer


Michael C. Rutherford
Director of Labor and Employee Relations


Ann M. Hoarty
Collective Bargaining Administrator

ATTACHMENT A

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

ATTACHMENT A (continued)

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

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

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

ATTACHMENT A (continued)

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

ATTACHMENT A (continued)

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

ATTACHMENT A (continued)

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

ATTACHMENT A (continued)

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

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

ATTACHMENT A (continued)

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

ATTACHMENT B

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

ATTACHMENT B (continued)

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

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

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

ATTACHMENT B (continued)

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

ATTACHMENT B (continued)

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

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

SETTLEMENT AGREEMENT

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

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

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

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

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

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


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

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

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

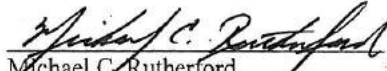
TEAMSTERS, LOCAL 127

MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION


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

Date:

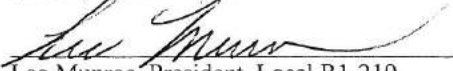
12/28/10


Michael C. Rutherford
Director of Labor and Employee Relations

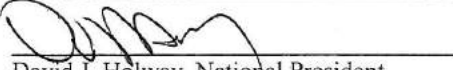
Date:

12/29/11

NAGE, Local R1-219


Leo Munroe, President, Local R1-219

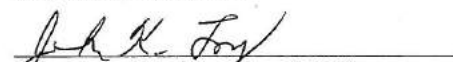
Date: _____


David J. Holway, National President

Date: 12/25/10

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

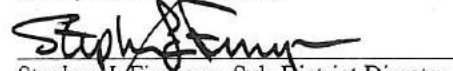
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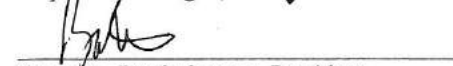

John Long, President, Local 1009

SEIU, Local 888

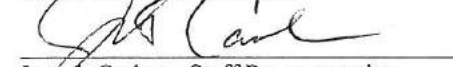

Bruce T. Boccardy, President, Local 888

USW, Local 5696 Unit 00

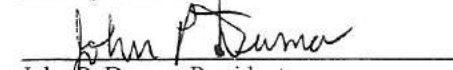

Stephen J. Finnigan, Sub-District Director


Karen A. Bartholomew, President

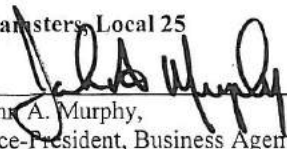
USW, Local 5696 Unit 01


Joseph Carlson, Staff Representative

IBEW, Local 103


John P. Dumas, President

Teamsters, Local 25


John A. Murphy,
Vice-President, Business Agent

ATTACHMENT A

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

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In Memoriam
Vida K. Berkowitz
(1994-2005)

December 28, 2010

VIA PDF E-MAIL

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

Re: MLIA Statement of Intent/Appropriations

Dear Michael:

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

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



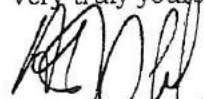
McDonald, Lamond & Canzoneri

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

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

Thank you.

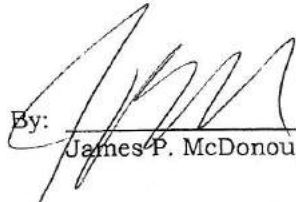
Very truly yours,


Alan J. McDonald

Agreed on behalf of MassDOT

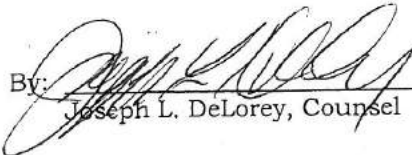
Agreed on behalf of MOSES

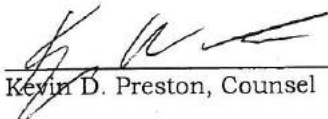
By: 
Michael C. Rutherford, Director
Of Labor and Employee Relations

By: 
James P. McDonough, Counsel

AFSCME Council 93

NAGE and SEIU. Local 888

By: 
Joseph L. DeLorey, Counsel

By: 
Kevin D. Preston, Counsel

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

SETTLEMENT AGREEMENT

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

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

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

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

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

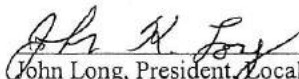
7. This agreement shall not become effective until such time as CMU has complied with the filing requirements set forth in G.L. c. 150E, secs. 13 and 14.


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

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

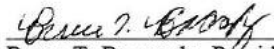
**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**

AFSCME, Council 93


John Long, President, Local 1009
Date:



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

SEIU, Local 888

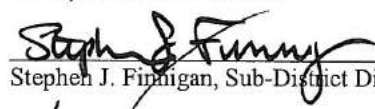
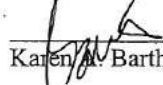

Bruce T. Bocardy, President, Local 888
Date:

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

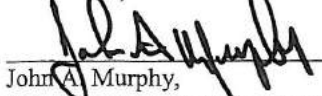
TEAMSTERS, LOCAL 121


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

USW, Local 5696 Unit 00


Stephen J. Finnigan, Sub-District Director

Karen A. Bartholomew, President

Teamsters, Local 25


John A. Murphy,
Vice-President, Business Agent

USW, Local 5696 Unit 01


Joseph Carlson, Staff Representative

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

SETTLEMENT AGREEMENT

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

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

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

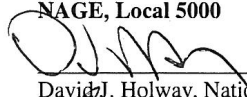
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

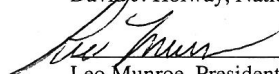
1. Titles within Bargaining Unit C within MassDOT's Highway Division shall receive a one grade upgrade effective January 1, 2011.
2. Employees on the salary scale within Bargaining Unit C shall maintain the same step placement and advance to the next step after fifty-two weeks of creditable service in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

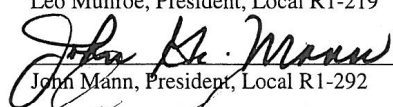
7. The persons executing this Agreement represent and warrant that they have the legal authority to execute this Agreement on behalf of MassDOT and the CMU and Bargaining Unit C, and to bind MassDOT and the CMU and Bargaining Unit C, to the obligations contained herein.
8. This agreement shall not become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

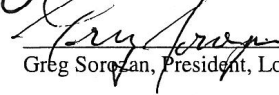
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

NAGE, Local 5000

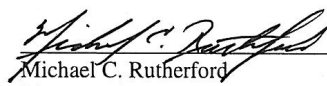

David J. Holway, National President


Leo Munroe, President, Local R1-219


John Mann, President, Local R1-292

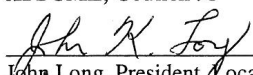

Greg Sorozan, President, Local R1282

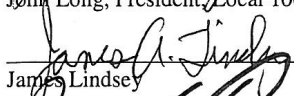
**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**

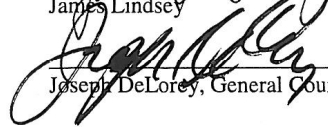

Michael C. Rutherford
Director of Labor and Employee Relations

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

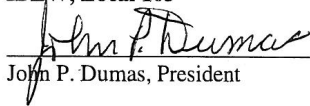
AFSCME, Council 93


John Long, President, Local 1009

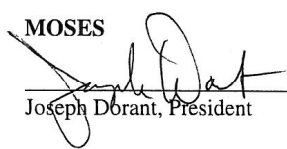

James Lindsey


Joseph DeLorey, General Counsel

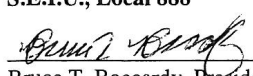
IBEW, Local 103


John P. Dumas, President

MOSES

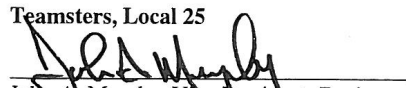

Joseph Dorant, President

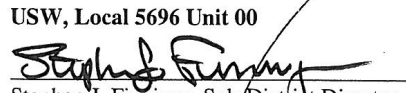
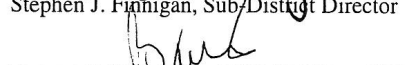
S.E.I.U., Local 888

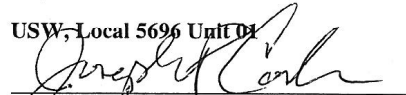

Bruce T. Bocardy, President

Teamsters, Local 127

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

Teamsters, Local 25

John A. Murphy, Vice-President, Business
Agent

USW, Local 5696 Unit 00

Stephen J. Finnigan, Sub-District Director

Karen A. Bartholomew, President

USW, Local 5696 Unit 01

Joseph Carlson, Staff Representative

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

SETTLEMENT AGREEMENT

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

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

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

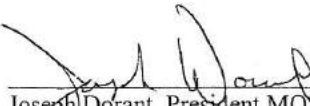
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

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

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

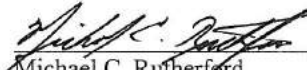
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

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



Joseph Dorant, President MOSES
Date: _____

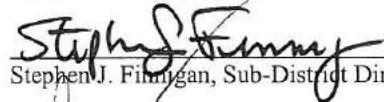
**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**

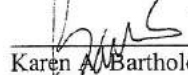


Michael C. Rutherford
Director of Labor and Employee Relations
Date: 12/23/16

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

USW, Local 5696 Unit 00



Stephen J. Finnigan, Sub-District Director


Karen A. Bartholomew, President

USW, Local 5696 Unit 01



Joseph Carlson, Staff Representative

McDonald, Lamond & Canzoneri

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

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

Of Counsel
Martin Kantrovitz

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

In Memoriam
Vida K. Berkowitz
(1994-2005)

December 27, 2010

VIA PDF E-MAIL AND FACSIMILE

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

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

Dear Michael:

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

1. Domicile Vehicles.

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



McDonald, Lamond & Canzoneri

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

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

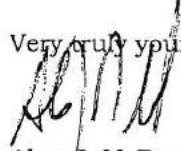
2. Non-Revenue Passes/Transponders.

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

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

Thank you.

Very truly yours,



Alan J. McDonald

AJM/jg

cc: Karen Bartholomew
Stephen Finnigan
Joseph Carlson



McDonald, Lamond & Canzoneri

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

Agreed on Behalf of MassDOT



Michael C. Rutherford
Director of Labor Relations and
Employee Relations

Dated: 12/29/11



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

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

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

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

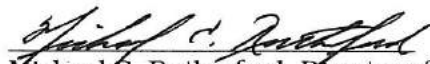
6. MassDOT and the Unions each represent and agree that the signatories to this MOA for each have full authority to bind their principals to the terms and conditions of this MOA and by their signatures below do so.

SIGNED UNDER SEAL THIS 28th DAY OF DECEMBER, 2010

**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**



Kenneth E. Weber, Chief Administrative
Officer



Michael C. Rutherford, Director of
Labor and Employee Relations

TEAMSTERS LOCAL 127



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

USW, Local 5696, Unit 00




Stephen J. Finnigan, Sub-District Director



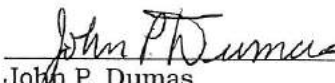
Karen Bartholomew, President

USW, LOCAL 5696, UNIT 01



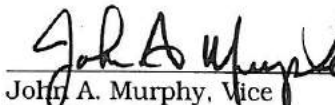
Joseph Carlson, Staff
Representative

IBEW, LOCAL 103



John P. Dumas
President

TEAMSTERS LOCAL 25



John A. Murphy, Vice
President, Business Agent



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

massDOT
Massachusetts Department of Transportation

December 28, 2010

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

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

Kevin Preston
National Association of Government Employees
SEIU, Local 888

RE: Recruitment Committee Extension

Dear Messrs. Delorey, McDonagh and Preston:

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

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

Sincerely,

Michael C. Rutherford
Director of Labor and Employee Relations

Agreed to on behalf of AFSCME by:

Joseph DeLorey

Agreed to on behalf of MOSES by:

James McDonagh

Agreed to on behalf of NAGE and SEIU, Local 888

Kevin Preston


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

IBEW, Local 103

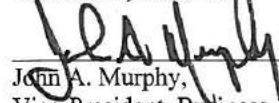

John P. Dumas, President

SEIU, Local 888

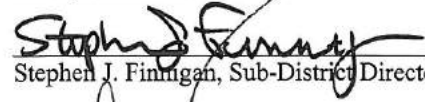

Bruce T. Boccardy, President, Local 888

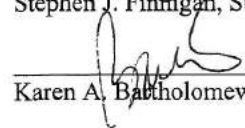
Teamsters, Local 127

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

Teamsters, Local 25

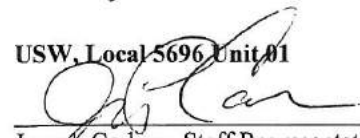

John A. Murphy,
Vice-President, Business Agent

USW, Local 5696 Unit 00


Stephen J. Finnigan, Sub-District Director


Karen A. Bartholomew, President

USW, Local 5696 Unit 01


Joseph Carlson, Staff Representative



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

massDOT
Massachusetts Department of Transportation

December 28, 2010

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

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

RE: Recruitment Committee Extension

Dear Messrs. Mann and Munroe:

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

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

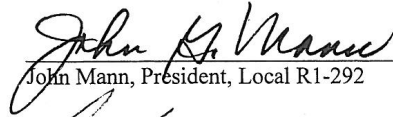
Sincerely,

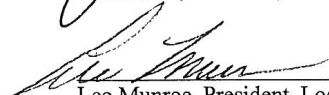
Michael C. Rutherford
Director of Labor and Employee Relations

Leading the Nation in Transportation Excellence

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


NAGE/SEIU, Local 5000


John Mann, President, Local R1-292

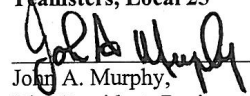

Leo Munroe, President, Local R1-219

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

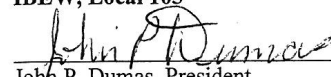
TEAMSTERS, LOCAL 127


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

Teamsters, Local 25


John A. Murphy,
Vice-President, Business Agent

IBEW, Local 103


John P. Dumas, President

DECEMBER 28, 2010

**COALITION OF MASSDOT UNIONS
JOINT REPRESENTATION AGREEMENT**

ARTICLE I, COMPOSITION AND PURPOSE

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

ARTICLE II, AUTHORITY OF COMPONENT UNIONS

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

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

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

ARTICLE III, DUTY OF FAIR REPRESENTATION

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

ARTICLE IV, DUES AND AGENCY FEES

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

ARTICLE V, SUCCESSOR NEGOTIATIONS AND MAJOR MIDTERM NEGOTIATIONS

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

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

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

ARTICLE VI, INTERNAL GOVERNANCE

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

ARTICLE VII, WITHDRAWAL

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

ARTICLE VIII, JURISDICTION

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

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

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

Toll Collectors Unit - 100% Teamsters

Administrative and clerical unit - 100% NAGE

Maintenance Unit - 75% state 25% TEAM

Skilled Trades and Crafts - 70% NAGE 30% TEAM

Administrative Professionals - 85% NAGE 15% TEAM

Engineers and Scientists - 95% MOSES 5% TEAM

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

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

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

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

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

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

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

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

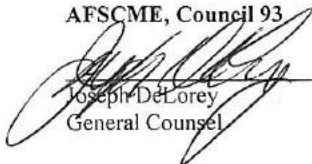
I. Should either the TEAM or the SU's collectively wish to assert it (meaning TEAM or all the SU's, not the individual employee organizations) has a complaint as to the administration or application of this Article, TEAM or the SU's shall present its concern to the other, and the TEAM and SU's will attempt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

ARTICLE IX, DISPUTE RESOLUTION

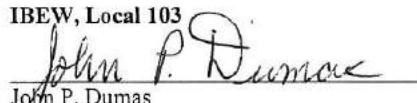
Any dispute over the interpretation or application of the terms of this JRA may be submitted by any component union to arbitration with notice of such submission to all other component unions within the affected bargaining unit, and each such other component union shall have an opportunity to participate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

Signed Under Seal this 28th day of December, 2010

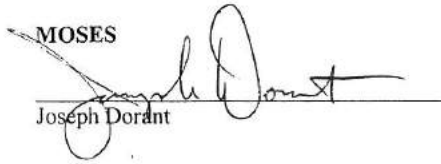
AFSCME, Council 93


Joseph DeLorey
General Counsel

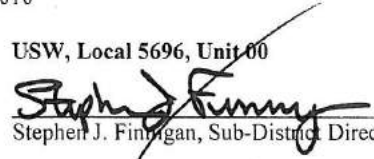
IBEW, Local 103

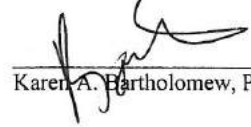

John P. Dumas
President

MOSES

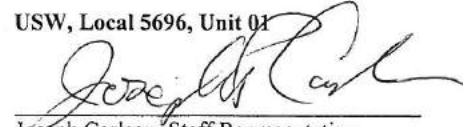

Joseph Dorant

USW, Local 5696, Unit 00


Stephen J. Finnigan, Sub-District Director



Karen A. Bartholomew, President

USW, Local 5696, Unit 01


Joseph Carlson, Staff Representative


President

NAGE




David J. Holway
National President

SEIU, Local 888



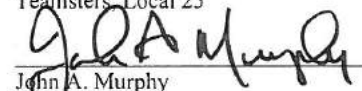
Bruce T. Boccardy
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Teamsters, Local 27



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Secretary-Treasurer/Principal Executive Officer

Teamsters, Local 25



John A. Murphy
Vice-President, Business Agent



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

massDOT
Massachusetts Department of Transportation

December 28, 2010

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

Re: Master Labor Integration Agreement

Dear Mr Dumas:

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

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

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Tel: 617-973-7000, TDD: 617-973-7306
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5. In accordance with past practice, two Communication Technicians will be assigned to any assigned shift, whenever necessary to ensure safe working conditions. In the event of any dispute, MASSDOT will seek the opinion of the Director of Director of Highway Safety or his/her designee.
6. This agreement will run coterminous with the applicable collective bargaining agreement governing the terms and conditions of employment of employees covered by this agreement.

Sincerely yours,



Michael C. Rutherford
Massachusetts Department of
Transportation



John P. Dumas
IBEW Local 103

MEMORANDUM OF UNDERSTANDING
Promotional Factor

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

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

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

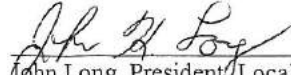
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

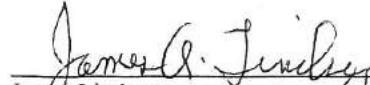
1. Any transferred employee whose salary exceeds the maximum wage schedule contained in the applicable state contract for the employee's converted title who is selected for promotion to a higher title pursuant to MassDOT's promotion procedures and where the employee's salary level exceeds the maximum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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

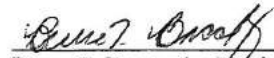
AFSCME, Council 93


John Long, President, Local 1009



James Lindsey


Joseph DeLorey, General Counsel

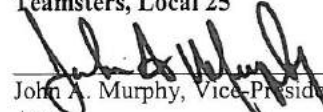
S.E.I.U., Local 888


Bruce T. Bocardy, President
SEIU, Local 888

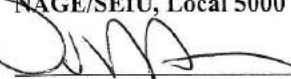
Teamsters, Local 127


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

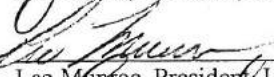
Teamsters, Local 25

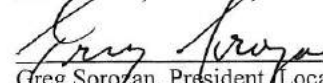

John A. Murphy, Vice-President, Business
Agent

NAGE/SEIU, Local 5000



David J. Holway, National President


John Mann, President, Local R1-292

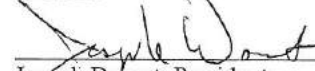

Leo Munroe, President, Local R1-219


Greg Sorozan, President, Local R1282

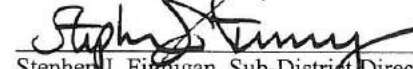
IBEW, Local 103


John P. Dumas, President

MOSES


Joseph Dorant, President

USW, Local 5696 Unit 00



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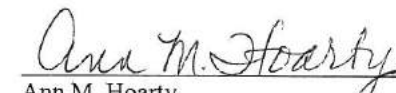
USW, Local 5696 Unit 01


Joseph Carlson, Staff Representative

**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**


Kenneth E. Weber
Chief Administrative Officer


Michael C. Rutherford
Director of Labor and Employee Relations


Ann M. Hoarty
Collective Bargaining Administrator

PRIOR MOSES SUPPLEMENTAL AGREEMENTS

SUPPLEMENTAL AGREEMENT I

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

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

SUPPLEMENTAL AGREEMENT II

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

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

SUPPLEMENTAL AGREEMENT III

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

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

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

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

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

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

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

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

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

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

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

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

PRIOR MOSES MEMORANDUMS OF UNDERSTANDING

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

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

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

Signed this 16th of November, 1999.

For the Massachusetts Organization
of State Engineers and Scientists:

For the Commonwealth of
Massachusetts:

Mary Richards
President

James J. Hartnett, Jr.
Personnel Administrator

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

Regarding Union Leave

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

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

Signed this 9th day of July 2007

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

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

Regarding Implementation of HR/CMS

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

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

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

Signed this 16th day of November, 1999

For the Massachusetts Organization
of State Engineers and Scientists:

For the Commonwealth of
Massachusetts:

Mary J. Richards
President

James J. Hartnett, Jr.
Personnel Administrator

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

Electronic Transfers

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

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

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

Signed this 16th day of November, 1999

For the Massachusetts Organization
State Engineers and Scientists:

For the Commonwealth of
Massachusetts:

Mary J. Richards
President

James J. Hartnett, Jr.
Personnel Administrator

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

MBTA Passes

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

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

Signed this 16th day of November, 1999

For the Massachusetts Organization
State Engineers and Scientists

For the Commonwealth of
Massachusetts:

Mary J. Richards
President

James J. Hartnett, Jr.
Personnel Administrator

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

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

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

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

Signed this 16th day of November, 1999

For the Massachusetts Organization
State Engineers and Scientists

For the Commonwealth of
Massachusetts:

Mary J. Richards
President

James J. Hartnett, Jr.
Personnel Administrator

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

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

(1) The Committee shall, as its primary purpose, review and analyze the relationship between the price of gasoline and the Commonwealth's rate of reimbursement for Unit 9 employees' utilization of personal vehicles for official and authorized Commonwealth business. The Committee shall include in its analysis a review of trends in gasoline prices. The Committee may, where appropriate, make (a) non-binding recommendation(s) to the parties for (an) adjustment(s) to the Article 11 mileage reimbursement rate. The mileage reimbursement rate shall ultimately be addressed through the Collective Bargaining process.

(2) The Committee, as its secondary purpose, shall periodically review, discuss and analyze other employee expenses, including, but not limited to, meal reimbursements. The Committee may, as it deems appropriate, make similar non-binding recommendations to the parties for adjustments to Article 11's reimbursement rates. Absent agreement by both parties to the Committee's recommendation(s), if any, other employee expenses shall be addressed through the Collective Bargaining process (i.e. negotiations).

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

Signed this 21st day of December, 2005.

For the Massachusetts Organization
Of State Engineers and Scientists:

For the Commonwealth of
Massachusetts:

Wallace W. McCarroll,
President

Matthew Hale

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

Classification Study Committee

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

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

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

Signed this 21st day of December, 2005.

For the Massachusetts Organization
Of State Engineers and Scientists:

For the Commonwealth of
Massachusetts:

Wallace W. McCarroll,
President

Matthew Hale

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

Name_____

Address_____

Social Security Number_____

Position Held J.G._____

Position Sought J.G._____

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

_____ has been selected for the position you sought located at_____

Via Promotional Bulletin_____

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

Greater ability to do the job as determined by:

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

A person from outside the department / agency has been selected

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

By_____

Title:_____

MOSES CODE OF CONDUCT

Commonwealth of Massachusetts/Unit Nine Employees

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

President John F. Kennedy

April 27 1961

1. INTRODUCTION

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

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

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

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

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

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

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

2. DEFINITIONS

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

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

3. REGULATORY BASIS

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

4. GENERAL RULES

A. The Code Generally

1. Applicability Of Code

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

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

2. Scope of Code

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

3. Knowledge of Code

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

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

4. Effect of Code

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

5. Distribution of Code

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

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

5. Effective Date of Code

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

B. Conformance to Laws

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

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

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

C. Conformance to Policies, Procedures and Directives

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

D. Conduct, Attitude and Demeanor

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

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

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

E. Administrative Inquiries

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

F. State Ethic Commission financial Disclosure Requirements

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

5. CONFLICT OF INTEREST

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

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

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

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

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

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

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

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

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

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

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

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

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

6. GIFTS AND GRATUITIES FROM OUTSIDE SOURCES

A. General Limitations

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

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

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

B. Exceptions

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

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

7. OUTSIDE EMPLOYMENT AND BUSINESS OPPORTUNITY

A. Introduction: Principles

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

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

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

B. Activities Which Do Not Require Prior Notice

1. Introduction

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

2. General Examples

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

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

C. Specific Prohibitions and Restrictions on Employment

1. Outside Legal or Accounting Practice or employment

a. General Prohibitions

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

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

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

A. Generally

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

B. Attempts to Bribe

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

9. OTHER STANDARDS OF CONDUCT

A. False Statement

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

B. Recommending Professional Assistance

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

C. Public Records

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

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

E. Department Indemnification Cards, Badges, Etc.

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

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

Employees are responsible for the safeguarding and proper use of

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

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

F. Political Activities

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

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

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

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

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

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

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

G. Testimonial Dinners

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

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

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

H. Legislative Requests and Inquiries

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

UNIT E JOB GROUP INDEX

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

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

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

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