

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
AND THE
COALITION OF MASSDOT UNIONS, UNIT E
FOR A
SUCCESSOR AGREEMENT**

July 1, 2024 through June 30, 2027

The parties agree to the following changes to the Massachusetts Department of Transportation and Coalition of MassDOT Unions Collective Bargaining Agreement for Unit E for July 1, 2023 through June 30, 2024. Except as modified herein or in some other writing between the parties, the provisions of the 2023-2024 agreement, together with all supplements and side letters shall continue in effect, unless or until modified by the agreement of the parties or as might be otherwise provided by law. This agreement is tentative and subject to approval by the MassDOT Board of Directors and ratification by the members of the Union's collective bargaining unit.

ADD NEW ARTICLE 2B:

**ARTICLE 2B
PROBATIONARY PERIOD**

Section 2B

1. Upon new employment or reemployment all employees shall serve a nine (9) month probationary period. Probationary periods may be extended no more than one (1) time up to ninety (90) days for new hires/rehires with concurrent notice to the Union and the employee. Such notice shall include a reason for extending the probationary period. In addition to the forgoing discretionary probationary period extension, all leave taken under Article 8 during an employee's probationary period of ten (10) or more consecutive days shall automatically extend the employee's probationary period by the length of the leave.

2. An employee who severs their employment with the Agency must serve an additional probationary period upon re-employment whether in the same or a different job title or the same or different agency.

AMEND ARTICLE 5:

**ARTICLE 5
UNION BUSINESS**

Section 5.1 Union Representation

Union staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The

Union will furnish the Employer with a list of staff representatives and their areas of jurisdiction. **The Union will update the list and provide it to the Employer every six (6) months, as well as provide notification of newly elected and appointed Union officials upon such election or appointment. The Employer will provide the Union with a list of Labor Relations representatives and their areas of jurisdiction in accordance with the timelines above.**

AMEND ARTICLE 7:

**ARTICLE 7
WORKWEEK AND WORK SCHEDULES**

Section 7.2 Overtime

J. Upon the request of an employee, an appointing authority may grant at its discretion compensatory time in lieu of payment for overtime at a rate not less than one and one-half hours for each hour of employment for which overtime compensation would be required under this Article. Such compensatory time shall not be accumulated in excess of ~~one hundred and twenty~~ **ninety (90)** hours and may be used in one half-hour (**0.5**) increments. **Effective July 1, 2024, should the compensatory hours exceed the maximum compensatory hours limit of ninety (90) hours, the employee shall be paid for hours worked at their regular hourly overtime rate.** ~~An appointing authority~~ **The Employer** shall permit the use of compensatory time at the employee's request, provided the use of compensatory time does not unduly disrupt the operation of a department or agency. Upon termination an employee shall be paid for all unused compensatory time at the final regular rate of pay.

Section 7.7 Stand-by Duty

A. **Effective the first full pay period in January 2025,** ~~a~~An employee who is required by the department head to leave instructions as to where he/she may be reached in order to report to work when necessary shall be reimbursed at the rate of **thirty-five dollars (\$35.00)** ~~seventeen dollars and fifty cents (\$17.50)~~ for such period.

Section 7.6 Call Back Pay

A. An employee who has left his/her place of employment after having completed work on his/her regular shift and who is called back to ~~his/her~~ **their** workplace prior to the commencement of his/her scheduled shift shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. This Section shall not apply to an employee who is called to start his/her shift early and who continues to work that shift.

An employee who is called back must remain available for, and respond to any subsequent call during the four (4) hour period. If the employee is called back during the same four (4) hour period he/she shall not receive additional compensation above the four (4) hours of pay,

unless the subsequent call extends beyond the initial four (4) hours, in which case he/she shall be paid for the additional time worked on an hour for hour basis at the overtime rate. An employee who refuses or fails to respond to a second call during the four (4) hour period, shall not be paid the four (4) hour minimum, unless it is unreasonable under the circumstances to require he/she **them** to respond. The Union may submit a grievance alleging that a second or subsequent call was unreasonable to expedited arbitration.

B. An employee who is called back to work as outlined above but is not called back to a workplace shall receive a minimum pay rate as outlined below at their regular overtime rate. For the purpose of this Section, a “workplace” is defined as any place other than the employee’s home to which he/she is required to report to fulfill the assignment.

- 1. For employees on the day shift, in situations where an employee fulfills their call back assignment through the use of an electronic communication device such as a telephone, or “networked” computer or mobile device, the employee shall receive a minimum of one (1) hour for assignments received before 11:00 PM and two (2) hours for such assignments received on or after 11:00 PM.**
- 2. For employees on the second shift, in situations where an employee fulfills their call back assignment through the use of an electronic communication device such as a telephone, or “networked” computer or mobile device, the employee shall receive a minimum of one (1) hour for assignments received before 7:00 am and two (2) hours for such assignments received on or after 7:00 am.**
- 3. For employees on the third shift, in situations where an employee fulfills their call back assignment through the use of an electronic communication device such as a telephone, or “networked” computer or mobile device, the employee shall receive a minimum of one (1) hour for assignments received before 11:00 AM and two (2) hours for such assignments received on or after 11:00 AM.**
- 4. Nothing in this section would be construed to allow an employee to get paid less than the hours actually worked.**

~~An employee who is called back to work as outlined above but is not called back to a workplace shall receive a minimum of two (2) hours pay at his/her regular overtime rate. For the purpose of this Section, a "workplace" is defined as any place other than the employee's home to which he/she is required to report to fulfill the assignment. In situations where an employee fulfills his/her call back assignment through the use of an electronic communication device such as a telephone, or “networked” computer or mobile device, the~~

employee shall receive a minimum of one (1) hour or assignments received before 11:00 PM and two (2) hours for such assignments received on or after 11:00 PM.

Section 7.7 **Shift Differential**

A. **Effective the first full pay period of January 2025, Employees rendering service on a regular basis whose regular workday is on a second or third shift as defined in Paragraph C shall receive a shift differential at a rate of ~~\$2.00~~ **three-dollars (\$3.00)** per hour.**

ADD SUB-SECTION

Section 7.8 Weekend Differential

A. **Effective the first pay period of January 2025, Employees rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of one-dollar (\$1.00) per hour for each hour worked, provided, however, that no employee shall receive said weekend differential for more than two (2) ~~one (1)~~ shifts per weekend not to exceed 7.5 or 8 hours per weekend shift.**

AMEND ARTICLE 8

**ARTICLE 8
LEAVE**

Section 1. Sick Leave

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- C. Sick leave shall be granted, at the discretion of the Employer, to an employee under the following conditions:
 1. When an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
 2. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others; ~~and~~
 3. When appointments with licensed medical, **mental health** or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition.

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4. An employee may use up to a maximum of sixty (60) days per calendar year for the purposes of:
- a. ~~Caring for the spouse, child, or parent of either the employee or his/her spouse or a relative living in the immediate household who is seriously ill; or,~~ **the spouse, domestic partner (as defined by M.G.L. Chapter 175M), child, foster child, step-child, domestic partner's child, child of spouse, parent, step- parent, parent's domestic partner, spouse or domestic partner's parents, brother, sister, or step-siblings, grandparent, grandchild, step-grandchild, spouse or domestic partner's grandchild, spouse or domestic partner's grandparents, step-grandparents, or grandparent's domestic partner, person for whom the employee is legal guardian, or a relative living in the household who is seriously ill;**

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K. Where the Employer has reason to believe that sick leave is being abused, or when an employee uses three (3) or more sick days on non-consecutive calendar days during any 60 day period, or uses more than 7.5 days within three months, the Employer may require satisfactory medical evidence from the employee for such absence and for future sick leave usage for a period of three (3) months from the date of the most recent absence. This request shall be reduced to writing and shall cite specific reasons for the request. When medical evidence is requested, such request shall be made as promptly as possible. To the extent practicable, the employee shall receive prior notice that the Employer believes he/she is abusing sick leave and that he/she may be required to produce medical evidence for future use of sick leave.

In order to clarify existing practice, satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor, **Clinical Psychologist, Licensed Independent Clinical Social Worker (LICSW)**, or Dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury, unless identified as being of a confidential nature; a statement that the employee was unable to perform his or her duties due to the specific illness or injury on the days in question; and a prognosis for the employee's return to work. In cases where the employee is absent due to a family or household illness or injury, as defined in Section 1(C) 2 of this Article, satisfactory medical evidence shall consist of a signed statement by medical personnel mentioned above indicating that the person in question has been determined to be seriously ill and needing care on the days in question. A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider as mentioned above, and shall list an address and phone number. Failure to produce such evidence within ~~seven (7)~~ **ten (10)** days of its request may result, at the discretion of the Employer, in denial of sick leave for the period of absence.

Section 8.3 Bereavement Leave

A. Upon evidence satisfactory to the Employer of the death of spouse/**domestic partner (as defined by M.G.L. Chapter 175M)**, child, **foster child, child of a domestic partner living in the household, stepchild living in household**, an employee shall be entitled to a maximum of seven (7) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of the death of a child, **foster child, child of a domestic partner living in the household, or stepchild living in the household**, and within ninety (90) calendar days from the date of the death of the employee's spouse **or domestic partner**.

B. Upon evidence satisfactory to the Employer of the death of a ~~foster child~~ step child **not living in household**, parent, step parent, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian, spouse of a child, parent or child of spouse **or domestic partner**, or person living in household, an employee shall be entitled to a maximum of four (4) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of death. ~~of a child and within ninety (90) calendar days of the death of employee's spouse.~~

C. Upon evidence satisfactory to the Employer, an employee shall be granted one (1) day of leave without loss of pay to attend the funeral of the **employee's brother, brother-in-law, sister, sister-in-law, grandparent or grandchild of the employee's spouse grandparent in-law, grandchild in-law, aunt, or uncle.**

Section 8.5 Civic Duty Leave

A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employee.

B. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service, shall either:

1. Retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
2. Remit to the Appointing Authority the jury fees if less than his/her regular rate of compensation for the period involved.

C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including the expenses reimbursed for travel, meals, rooms or incidentals.

D. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city, or county of the Commonwealth or on behalf of the Federal Government **outside their capacity as an employee or as part of their civic duty**, shall be granted court leave with

pay upon filing of the appropriate notice of service with his/her **supervisor/manager**, department head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

Court leave shall not apply to employees who, as part of their regular work responsibilities or in their capacity as Commonwealth employees, are summoned as witnesses in court on behalf of the Commonwealth or any town, city, or county of the Commonwealth or on behalf of the Federal Government.

Similarly, court leave shall not apply to an employee who is also in the employ of any town, city, or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

Section 8.6 Military Leave

Military Leave shall be granted in accordance with applicable State and Federal law.

~~A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Sections 38, 40, 41, 42, or 60 of Chapter 33 of the General Laws, to receive pay therefor, without loss of his/her ordinary remuneration as an employee.~~

~~B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefor, without loss of his/her ordinary remuneration as an employee under Section 59 of Chapter 33 of the General Laws as amended.~~

~~C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.~~

~~D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.~~

Section 8.7 Family and Medical Leave

A. Family Leave

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7. During family leave taken in conjunction with the birth, adoption, or placement of a child, an employee shall receive his/her salary for ten (10) days of said **family** leave at a time requested by the employee. In the case of multiple births, such as twins or triplets, paid leave will not exceed (10) ten days. For cases of foster placement, if the placement is for less than 10 days, the number of paid days shall equal the number of work days that fall within the placement period. **An employee who is ineligible for family leave because they are in their probationary period may use the ten (10) days in advance of eligibility, but said time will count toward their twenty-six (26) week allotment referenced in Section 8(A)(1).** The ten (10) days of paid family leave granted under this Section may be used on an intermittent basis over the twelve (12) months following the birth or adoption, except that this leave may not be charged in increments of less than one (1) day. In addition, if the employee has accrued sick leave, vacation leave or personal leave credits available, the employee may use such credits for which he/she may otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement. The ten (10) days of paid **family** leave granted under this section shall be prorated **based on the regular weekly hours of the** ~~for regular~~ part-time employees.

B. Medical Leave

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3. Intermittent leave usage and modified work schedules may be granted where a spouse, child or parent has a serious health condition and is dependent upon the employee for care, or for the serious health condition which prevents the employee from being able to perform the functions of his/her position.

~~Effective October 1, 2014 for new requests of intermittent FMLA and effective January 1, 2015 for e~~ Employees currently on FMLA, employees who provide satisfactory medical documentation to support an intermittent FMLA **for a spouse, child or parent** may utilize up to 60 days of their FMLA allotment provided for in Section 8 (B) (1) for intermittent absences. **Employees may utilize up to one hundred (100) days of their FMLA allotment if the intermittent absence is due to a serious health condition of the employee which prevents the employee from being able to perform the functions of their position.**

Where an intermittent or a modified work schedule is medically necessary, the employee and Employer shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operations of the workplace. Such modified work schedules may include full time continuous leave, a change in job responsibilities, an alternative work option or a continuation of the intermittent leave beyond the sixty (60) days **to care for a spouse, child, or parent, or beyond the one hundred (100) days for the employee's own serious health condition** if operations allow provided the employee has not exhausted the 26 weeks of FMLA leave allowed ~~within the previous 52 week period~~ **in a twelve (12) month period. For this purpose, a rolling twelve (12) month period will be used measured as the period of 52 consecutive weeks beginning on the Sunday immediately preceding the first day that job-protected leave under Section 8 of this Article commences for the employee.**

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In the event that the employer gives notice of its intent to terminate the intermittent leave, and the affected employee does not wish to access any remaining full-time leave benefits as described above, the Union may request expedited impartial review by an arbitrator to determine whether the Employer has made a reasonable attempt to accommodate the need of the employee's intermittent leave beyond the sixty (60) days for **spouse, child or parent, and one hundred (100) days for the employee** and whether or not the leave unduly disrupts operations. Said review must be requested within 10 calendar days of the notification that the leave will be terminated. The status quo ante shall be preserved pending the decision of the arbitrator, unless the proceedings are unreasonably delayed due to the part of the Union or the Employee.

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Section 8.14 Paid Family Medical Leave

A. Leave granted under the Paid Family Medical Leave Act, M.G.L. c. 175M, which does not otherwise qualify for leave under the FMLA or this Article, shall be used concurrently with the leave granted by this section, to the extent that such leave exceeds the twelve (12) weeks of leave granted by the Federal Law/FMLA.

B. During an approved qualifying leave, employees may elect to utilize their paid accruals only or apply for a paid benefit from the DFML. Employees who apply for a paid benefit from the DFML may utilize their accruals in accordance with Chapter 175M.

C. Pursuant to M.G.L. Chapter 175M, any paid leave granted to the employee by the Administrator and/or the Employer for any given week shall not exceed the employee's average weekly wage. For this purpose, average weekly wage has the same meaning as provided in M.G.L. c. 151A, § 1(w).

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D. An employee who has been granted paid leave in any given week in excess of their average weekly wage as described in this section shall be deemed to be in receipt of an overpayment. When the Employer determines that any employee has been overpaid, it shall notify the employee of this fact and the reasons, therefore. Following notice from the Employer, the Employer shall arrange to recover such overpayment from the employee.

AMEND ARTICLE 10:

**ARTICLE 10
HOLIDAYS**

Section 10.5

Effective July 1, 2024, notwithstanding any other contract provisions, an employee required to work his/her regular shift on a holiday (and the employee was otherwise not scheduled to work said holiday) shall be entitled to elect, for the first five (5) times per calendar year that occurs, to receive either:

(a) one (1) day's pay in addition to regular pay for compensation for working on the holiday; or

(b) **accrue compensatory hours at the straight rate for the actual hours worked. Such compensatory time shall be added to the compensatory hours bank not to exceed a total of ninety (90) hours. Should the holiday compensatory hours exceed the maximum compensatory hours limit, or upon request of the employee, the employee shall be paid for holiday hours worked at the straight rate of pay in addition to pay for the holiday worked.** ~~a compensatory day off with pay within sixty (60) days following the holiday to be taken at a time requested by the employee and approved by the agency head or if a compensatory day cannot be granted by the Agency/Department because of a shortage of personnel or other reasons, then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for the holiday worked.~~

Once five (5) such occasions per calendar year have passed, the employee shall then ~~receive a compensatory day off with pay within sixty (60) days following the holiday to be taken at a time requested by the employee and approved by the agency head or if a compensatory day cannot be granted by the Agency/Department because of a shortage of personnel or other reasons, then he/she shall be entitled to pay for one (1) day at his/her regular rate of pay in addition to the holiday worked. Nothing in this section shall preclude the employee from requesting, and the appointing authority from granting, pay for the holiday worked prior to the end of the sixty (60) days.~~ **accrue compensatory hours at the straight rate for the actual hours worked. Such**

compensatory time shall be added to the compensatory hours bank not to exceed a total of ninety (90) hours. Should the holiday compensatory hours exceed the maximum compensatory hours limit of ninety (90) hours, the employee shall be paid for holiday hours worked at the straight rate of pay in addition to pay for the holiday worked.

AMEND ARTICLE 11:

**ARTICLE 11
EMPLOYEE EXPENSES**

Section 11.1

A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment he/she shall be reimbursed at the rate of **sixty-two (\$0.62)** ~~forty (-.40)~~ cents per mile. Mileage shall be determined by reading the odometer of the motor vehicle, but may be subject to review by the Employer who shall use a web-based service as a guide. Employees on authorized travel will be reimbursed for parking and tolls.

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ADD NEW SUB SECTION:

D. Effective January 1, 2025, active employees shall be reimbursed 50% of their qualifying public transit purchases incurred through the Qualified Transportation Benefit Plan debit card. This reimbursement shall not exceed \$150.00/month and specifically does not include expenses incurred for parking.

Section 11.2

A. **Effective the first full pay period of January 2025,** An employee who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four (24) hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, including tips, not to exceed the following amounts:

Meals	Maximum Allowance	Applicable Period
Breakfast	\$3.75 \$7.50	3:01 AM to 9:00 AM
Lunch	\$6.50 \$13.00	9:01 AM to 3:00 PM
Supper	\$9.50 \$19.00	3:01 PM to 9:00 PM

Section 11.3

Effective the first full pay period of January 2025, Employees who work three (3) or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment, or employees who work three (3) or more hours, exclusive of meal times, on a day other than their regular work day, shall be reimbursed for expenses incurred for authorized

meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

Breakfast	3:01 a.m. to 9:00 a.m.	\$2.75 \$5.50
Lunch	9:01 a.m. to 3:00 p.m.	\$3.75 \$7.50
Dinner	3:01 p.m. to 9:00 p.m.	\$5.75 \$11.50
Midnight Snack	9:01 p.m. to 3:00 a.m.	\$2.75 \$5.50

AMEND ARTICLE 12

ARTICLE 12 SALARY RATES

Section 12.1

- A. Effective the first full pay period in January 2025, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a three percent (3%) increase in salary rate and be paid in accordance with the January 2025 Schedule of Bi-Weekly Salary rates shown in the attached appendices.**
 - B. Effective the first full pay period in July 2025, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate and be paid in accordance with the July 2025 Schedule of Bi-Weekly Salary rates shown in the attached appendices.**
 - C. Effective the first full pay period in January 2026, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate and be paid in accordance with the January 2026 Schedule of Bi-Weekly Salary rates shown in the attached appendices.**
 - D. Effective the first full pay period in July 2026, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate and be paid in accordance with the July 2026 Schedule of Bi-Weekly Salary rates shown in the attached appendices.**
 - E. Effective the first full pay period in January 2027, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a two percent (2%) increase in salary rate and be paid in accordance with the January 2027 Schedule of Bi-Weekly Salary rates shown in the attached appendices.**
- ~~A. Effective the first full pay period in July 2023 employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a four percent (4.0%) increase in salary rate and be paid in accordance with the July 2023 Schedule of Bi-Weekly Salary rates shown in the attached appendices.~~

~~B. Effective the first full pay period in January 2024 employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a four percent (4.0%) increase in salary rate and be paid in accordance with the January 2024 Schedule of Bi-Weekly Salary rates shown in the attached appendices.~~

~~CF. The Salary Charts shall be adjusted to reflect the above adjustments.~~

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Section 12.3

A. An employee shall continue to advance under the terms of this Agreement to the next higher salary step in ~~his/her~~ **their** job group, unless ~~he/she is~~ **they are** denied such step-rate increase by ~~his/her~~ **their** appointing authority, after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following ~~his/her~~ **their** assignment to that job group until the maximum salary rate is reached. In the event an employee is denied a step-rate increase, ~~he/she~~ **they** shall be given a written statement of the reasons therefore not later than five days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step-rate increases, except in circumstances when an employee qualifies for Family and Medical Leave (FMLA), Paid Family and Medical Leave (PFML) or any other unpaid leave taken pursuant to Article 8.

B. Whenever an employee receives a promotion to a higher job group, the employee's new salary rate shall be calculated as follows:

When an employee is receiving a promotion to a higher-grade position and the promotion date occurs ninety (90) days or less before a step anniversary date in the lower- grade position, the employer will calculate the promotion as if the new step had already occurred.

For employees who are below the maximum step within their current job:

Calculation 1:

1. **Determine the employee's current salary rate and step within his/her current job group; then,**
2. **Find the salary rate of the next higher step within the employee's current job group; and,**
3. **Multiply the employee's current salary rate by one and five one**

hundredths (1.05); then,

4. Compare the higher of the resultant amounts from 2) and 3) above to the salary rates for the higher job group into which the employee is being promoted.
5. The employee's salary rate shall be the first rate in the higher job group that at least equals the higher of the resultant amounts from 4) above.
6. For promotions effective after the first full pay period of April 1, 2019, if the application of the promotional factor results in a salary that is less than the amount the employee would receive had he/she been promoted to the next lower grade, the employee's salary upon promotion shall be increased to the next higher step in the grade the employee is being promoted into.

1. ~~Determine the employee's salary rate at his/her current job group;~~
2. ~~Find the next higher step within the employee's current job group, or, for employees at the maximum rate within their job group, multiply the employee's current salary by one plus three one hundredths (1.03);~~
3. ~~Compare the resultant amount to the rates for the higher job group into which the employee is being promoted;~~
4. ~~The employee's salary rate shall be the first rate in the higher job group which at least equals the resultant amount.~~

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

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

~~Employees shall have the option of one (1) of the above promotional provisions and not both.~~

Calculation 2:

1. Determine the years of the employee's relevant "experience", and/or substitution therefor, in the same or similar work. Relevant experience includes

same or similar work performed in a lower grade or any experience that fulfills the minimum entrance requirements.

2. Subtract the minimum entrance requirements number of years from the employee's total years of experience.
3. Use the number of years of experience remaining to determine which step the employee would be placed in the resultant amount will be compared to the sum arrived at above;

Compare Calculations 1 and 2:

Whichever amount is higher will determine the step on the wage scale into which the employee shall be placed.

C. For employees who are at the maximum step within their current job:

Calculation 1:

1. Determine the employee's current salary rate and step within his/her current job group; then,
2. Multiply the employee's current salary rate by one and five one hundredths (1.05); then,
3. Compare the higher of the resultant amounts from 2 above to the salary rates for the higher job group into which the employee is being promoted.
4. The employee's salary rate shall be the first rate in the higher job group that at least equals the higher of the resultant amounts from 3 above.
5. For multiple grade promotions after April 1, 2019, if the application of the above formula results in a salary that is less than the amount the employee would receive had he/she been promoted to the next lower grade, the employee's salary upon promotion shall be increased to the next higher step in the grade the employee is being promoted into, provided a higher step exists.

Calculation 2:

- a. Determine the years of the employee's relevant "experience", and/or substitution therefor, in the same or similar work. Relevant experience includes same or similar work performed in a lower grade or any experience that fulfills the minimum entrance requirements.

- b. **Subtract the minimum entrance requirements number of years from the employee's total years of experience.**
- c. **Use the number of years of experience remaining to determine which step the employee would be placed in the resultant amount will be compared to the sum arrived at above;**

Compare Calculations 1 and 2:

Whichever amount is higher will determine the step on the wage scale into which the employee shall be placed.

C. Whenever an employee paid in accordance with the salary schedules provided in Appendix A of this Agreement receives a demotion to a lower job group, the employee's new salary rate shall be set at a step in grade within his/her new job grade based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event shall the employee be placed in a step in grade which results in the employee receiving a salary rate equal to or higher than the average salary received by the employee for the preceding six (6) months.

Section 12.6

The following shall apply to employees not currently covered by this Agreement who are being transferred, promoted, or demoted into a position within a bargaining unit covered by this Agreement:

A. To determine if the placement of the employee into the new job group covered by this Agreement is a transfer, promotion or demotion; compare the values of the maximum steps of the current job group and the new job group. If the maximum step of the new job group has a greater value than that of the maximum step of the current job group, the new job group is of a higher grade and would be considered a promotion. If the maximum step of the new job group has a lesser value than that of the maximum step of the current job group, the new job group is of a lower grade and would be considered a demotion.

A. B. An employee entering a Unit E position from a non-Unit E position in the same job group shall be placed at the first step in grade which at least equals the rate of compensation received immediately prior to his/her entry in the bargaining unit, and his/her anniversary date shall not be changed.

B.C. Employees entering a Unit E position in a higher job group from a non-Unit E position shall have their salary rate determined in the same manner as set forth in Section 12.3(B).

ADD NEW SECTION

Section 12.12 Bilingual Differential

Effective the first full pay period of January 2025, employees who are authorized by the employer to provide bilingual services as a significant component of their job shall receive a differential of eighty dollars (\$80.00) per bi-weekly pay period. The provisions of this Section shall not apply to an employee who is otherwise specifically compensated to provide such service but shall be applicable to employees who provide bilingual services in sign language.

AMEND ARTICLE 13A

Section 13A.5 – Mutual Aid

Unit E employees shall be allowed to assign their accrued vacation, **compensatory**, and personal leave credits to Unit E employees who suffer catastrophic illness or injury which requires paid leave in excess of their accumulated credits. Such assignment of vacation, **compensatory**, and personal leave credits shall be administered by HRD.

AMEND ARTICLE 23

ARTICLE 23 ARBITRATION OF DISCIPLINARY ACTION

Section 23.1

~~No employee who has been employed by the Employer for six (6) consecutive months or more who has satisfied the probationary period set forth in Section 1 of Article 2B, shall be discharged, suspended, or demoted for disciplinary reasons or given a written warning or reprimand without just cause. The Employer may extend the probationary period for an additional three (3) months by providing a ten (10) day notice to the employee in advance of the expiration of the original probationary period. The Employer shall promptly notify the employee's collective bargaining representative of the decision to extend the probationary period, provided the failure of any notice shall not invalidate the extension.~~

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

AMEND ARTICLE 23A

ARTICLE 23A GRIEVANCE PROCEDURE

Section 23A.8

Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing. **The timeline**

to file at the next step of the grievance procedure, as described in Section 2 of this Article, shall commence on the date of the Union's receipt of the parties' written agreement to waive a grievance to the next step of the grievance process.

AMEND ARTICLE 24

**ARTICLE 24
PERSONNEL RECORDS**

Section 24.3

...

C. Warnings or reprimands which are more than three (3) years old shall be removed from the personnel record provided there has been no subsequent discipline imposed **upon the request of the employee, or absent such request, shall be considered removed from the personnel record.**

**ARTICLE 29
WAGE REOPENER**

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

AMEND ARTICLE 30

**ARTICLE 30
DURATION**

This Agreement shall be for the ~~one~~ **three**-year period from July 1, **2024** ~~2023~~ through June 30, **2027** ~~2024~~ and terms contained herein shall become effective on **July 1, 2024**, ~~execution~~ unless otherwise specified. It is expressly understood and agreed that subject to ratification by the Union Membership, the predecessor collective bargaining agreement shall be voided and superseded by all aspects of this collective bargaining agreement. Should a successor Agreement not be executed by June 30, **2027** ~~2024~~, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after January 1, **2027** ~~2024~~.

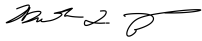
For the Massachusetts Department of
Transportation:



Olinda R. Marshall, Chief Labor Negotiator

Sep 13, 2024

Date



Matthew Knosp, Chief Human Resources
Officer

Sep 13, 2024

Date

For the Coalition of MassDOT
Unions, Unit E:

Patrick Russell

Patrick Russell, President, MOSES, and
Chairperson for CMU, Unit E

Sep 11, 2024

Date



Laurie J. Carlson, President, United
Steelworkers Local 5696, Co-Chair for CMU,
Unit E

Sep 11, 2024

Date